

## SUPPLY AGREEMENT NO. 3364

### Stopple Equipment Parts

THIS **Stopple Equipment Parts Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and TDW (US), Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Stopple Equipment Parts in response to Request for Bid No. **SS-3364** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Stopple Equipment Parts in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products," and "supplies," as used in this Agreement, refer to and have the same meaning.
2. **Term.** This Agreement is for three years. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$612,537.94, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Maria Morales  
Department: Gas Operations  
Phone: (361) 885-6945  
Email: MariaM@cctexas.com

5. **Insurance.** Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. To the extent of risks and liabilities expressly assumed by Contractor in this Agreement, the City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
6. **Purchase Release Order.** For multiple-release purchases of products to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Contractor until such time as the products are delivered and accepted by the City.
7. **Inspection and Acceptance.** City may inspect all products supplied before acceptance, but such inspection and/or acceptance shall occur no later than thirty (30) days after delivery after which all products supplied will be deemed accepted. Any products that are delivered but not accepted by the City must be corrected or replaced within the cure period as set forth in Section 19(A) of this Agreement at no charge to the City. If immediate correction or replacement at no charge within this period cannot be made by the Contractor, a replacement product may be bought by the City on the open market and any costs incurred,

including additional costs over the item's bid price, must be paid by the Contractor within 30 days of receipt of City's invoice.

**8. Delivery.** Contractor shall deliver the Goods - F.O.B. Destination, Freight Prepaid and Added (charged back to the City on invoice), and risk of loss of Goods shall pass to the City when Goods are placed at the City's disposal for unloading at the destination address. Title to Goods shall pass to the City upon receipt by Contractor of full payment for the Goods.

**9. Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects in material and workmanship, fit for their normal purpose. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) Contractor's warranties hereunder exclude remedy for damage or defect caused by abuse, casualty, negligence, modifications or repair not performed by Contractor, improper or insufficient maintenance, improper storage, improper operation, including contrary to Contractor's instructions or warnings, or normal wear and tear. In respect of Goods provided but not manufactured and/or not designed by Contractor, Contractor's liability shall be limited to passing through to the City the benefit of any warranty provided by the vendor(s) of such products. Contractor shall cooperate with the efforts of the City to enforce such warranties with any such vendors, and Contractor shall assign, without cost to the City, all such warranties from vendors.

(C) The products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the warranty period and subject to warranty disclaimers stated therein. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

**10. Quality/Quantity Adjustments.** Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

**11. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not

represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

12. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City).
13. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or in an attachment to this Agreement. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
14. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
15. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
16. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request. The City must provide Contractor on annual basis with valid tax certificate(s) to enable Contractor to be exempt from paying any sales and/or use taxes on any Goods, otherwise the Contractor shall be entitled to invoice the City and City shall be obligated to compensate Contractor the amount of such taxes.
17. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Maria Morales  
Title: Construction System Support Work Coordinator  
Address: 4225 S. Port, Corpus Christi, Texas 78415  
Phone: (361) 826-6945  
Fax: (361) 853-3200

**IF TO CONTRACTOR:**

TDW (US), Inc.  
Attn: John Hove  
General Counsel  
6120 S. Yale Avenue #1700, Tulsa, OK 74136  
918-447-5298

- 18. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, REASONABLE COURT COSTS, REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES ("LOSSES"), WHICH ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT BY CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL SUCH CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. WHEN ANY OF THE LOSSES ARE THE RESULT OF JOINT OR CONCURRENT NEGLIGENCE OF ANY MEMBER OF INDEMNITEES OR CONTRACTOR, THE INDEMNITOR'S DUTY OF INDEMNIFICATION SHALL BE IN PROPORTION TO ITS ALLOCABLE SHARE OF NEGLIGENCE.**

## 19. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period (which reasonable period shall be at least ten (10) business days from the date of receipt of written notice of breach), the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement, subject to Contractor having been first given a reasonable opportunity to cure as per section 19(A) of this Agreement.

(C) Notwithstanding the foregoing, The City may not terminate this Agreement in respect of any delivered Goods or any engineered-to-order Goods (whether delivered or not), and Contractor shall be compensated for any costs incurred up to the time of termination.

**20. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

**21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

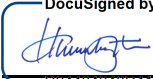
**23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid solicitation document including any addenda (Exhibit 1); then,
- D. the Contractor's bid response (Exhibit 2).

- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.
- 28. Limitation on Liability.** *NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY RELATED DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL THE CITY OR CONTRACTOR (OR ANY AFFILIATED ENTITY OF EITHER OF THEM) BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCT OR PRODUCTION, LOSS OF USE, OR DAMAGE TO BUSINESS REPUTATION, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ANY RELATED DOCUMENT TO THE CONTRARY, IN ADDITION TO THE FOREGOING LIMIT, A PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY (INCLUDING CONTRACTOR'S LIABILITY TO "INDEMNITEES") BASED ON ANY ACTIONS OR INACTION OF A PARTY RELATED TO, OR ARISING FROM, THIS AGREEMENT AND/OR THE GOODS, IRRESPECTIVE OF THE NATURE OF THE DAMAGES, NUMBER OF CLAIMANTS, THE NUMBER OF BREACHES, THEORIES OF LIABILITY (WHETHER BASED UPON A THEORY OF NEGLIGENCE, PRODUCTS LIABILITY, INDEMNITY, STRICT LIABILITY,*

STATUTORY DUTY, BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT), OR THE NUMBER OF CAUSES OF ACTION ("CLAIMS"), SHALL BE LIMITED TO THE AMOUNT OF TOTAL COMPENSATION DUE TO THE CONTRACTOR UNDER THE PURCHASE RELEASE ORDER GIVING RISE TO THE STATED CLAIM(S), PER PURCHASE RELEASE ORDER, INCLUSIVE OF ANY PAYMENTS TO THE CITY BY CONTRACTOR'S INSURANCE CARRIERS. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF SUCH LIMITATION RESULTS IN ANY REMEDY SPECIFIED IN THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION, CANCELLATION OR EXPIRATION OF THIS AGREEMENT.

**CONTRACTOR**

DocuSigned by:  
Signature:   
D24404848D4148E...  
Printed Name: Kevin McNaughton  
Title: Manager, Regional Sales - South US  
Date: 3/1/2021

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Interim Assistant Director of Contracts and Procurement  
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Assistant City Attorney Date

**Attached and Incorporated by Reference:**

Attachment A: Scope of Work  
Attachment B: Bid/Pricing Schedule  
Attachment C: Insurance Requirements  
Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

Exhibit 1: RFB No. 3364  
Exhibit 2: Contractor's Bid Response



## **Attachment A - Scope of Work**

### **1.1 General Requirements**

- A. The Contractor shall supply pipeline parts and equipment for the City of Corpus Christi - Gas Department to be used on TDW equipment.
- B. The parts/equipment will be ordered on an as needed basis.  
Attachment B – Pricing Schedule contains all the negotiated prices.
- C. The orders will be placed by telephone or email. The Contractor shall deliver goods no later than two weeks after receipt of a purchase order. If the product is out of stock, the Contractor shall provide an estimated lead time with justification.
- D. The Contractor shall ship items to:  
  
City of Corpus Christi  
Gas Department  
4225 South Port Ave.  
Corpus Christi, TX 78415
- E. The Contractor shall guarantee the equipment/materials with the maximum standard warranty provided. If any items found, defective, unusable, or inoperable the Contractor shall arrange for return shipment at no cost to the City.
- F. No restocking fee or payment of any kind shall be owed, or orders cancelled due to Contractor's inability to meet the deadline delivery date.
- G. All contract prices are F.O.B. destination, inside delivery to the City of Corpus Christi Gas Department Facility.

### **1.2 Invoicing**

The Supplier shall mail the original invoice to the address below and email a copy to [MariaM@cctexas.com](mailto:MariaM@cctexas.com) along with Contact name, Org, and Division.

City of Corpus Christi  
Accounts Payable  
PO Box 9277  
Corpus Christi, TX 78469-9277

[illegible]

Item	Qty	Stock No / Bill Code	Description	Unit Price	Total Price	CONSTRUCTI ON Parts	Base Weight	YR 1 Qty	YR 2 Qty	YR 3 Qty	Total Qty	Parts	Qty Cost Yr 1	Qty Cost Yr 2	Qty Cost Yr 3	Construction Total Cost for Parts
1	150	08-0114-0002-00	SHORTSTOPP SEALING CUP, 2in	\$30.00	\$4,500.00	50	0.75	17	17	16	50		\$550.00	\$550.00	\$480.00	\$1,580.00
2	20	08-0114-0004-00	SHORTSTOPP SEALING CUP, 4in	\$73.00	\$1,460.00	10	0.75	7	7	6	20		\$511.00	\$511.00	\$448.00	\$1,460.00
10	10	08-0114-0006-00	SHORTSTOPP SEALING CUP, 6in	\$138.00	\$1,380.00	10	1	4	3	3	10		\$551.00	\$414.00	\$414.00	\$1,379.00
4	10	08-2428-0004-01	SEALING CUP, 4in	\$319.00	\$3,190.00	10	0.75	4	3	3	10		\$1,276.00	\$957.00	\$957.00	\$3,190.00
5	10	08-2332-0006-02	SHORTSTOPP SEALING ELEMENT, 4 X 6in	\$330.00	\$3,300.00	10	1.5	4	3	3	10		\$1,320.00	\$990.00	\$990.00	\$3,300.00
6	10	08-2332-0006-02	SHORTSTOPP SEALING ELEMENT, 4 X 6in	\$330.00	\$3,300.00	10	1.5	4	3	3	10		\$1,320.00	\$990.00	\$990.00	\$3,300.00
7	10	08-2332-0006-02	SHORTSTOPP SEALING ELEMENT, 4X6in PAIR 2	\$423.00	\$4,230.00	10	2.5	4	3	3	10		\$1,692.00	\$1,269.00	\$1,269.00	\$4,230.00
8	10	08-2332-0008-01	SHORTSTOPP SEALING ELEMENT, 6in X 8in	\$423.00	\$4,230.00	10	2.5	4	3	3	10		\$1,692.00	\$1,269.00	\$1,269.00	\$4,230.00
9	10	08-2332-0008-02	SHORTSTOPP SEALING ELEMENT, 6 X 8in	\$423.00	\$4,230.00	10	2.5	4	3	3	10		\$1,692.00	\$1,269.00	\$1,269.00	\$4,230.00
11	6	08-2332-0010-01	SHORTSTOPP SEALING ELEMENT, 8 X 10in	\$668.00	\$4,008.00	6	4	2	2	2	6		\$1,336.00	\$1,336.00	\$1,336.00	\$4,008.00
12	6	08-2332-0010-01	SHORTSTOPP SEALING ELEMENT, 8in X 10in	\$668.00	\$4,008.00	6	4	2	2	2	6		\$1,336.00	\$1,336.00	\$1,336.00	\$4,008.00
13	6	08-2332-0010-02	SHORTSTOPP SEALING ELEMENT, 8in X 10in	\$668.00	\$4,008.00	6	4	2	2	2	6		\$1,336.00	\$1,336.00	\$1,336.00	\$4,008.00
14	6	08-2332-0008-03	SHORTSTOPP SEALING ELEMENT, 6in X 8in PAIR	\$502.00	\$3,012.00	6	2.5	2	2	2	6		\$1,004.00	\$1,004.00	\$1,004.00	\$3,012.00
15	20	00-0025-0036-00	WHEEL TYPE BRUSH, 2in OD 28-30GA TWIST CR	\$26.00	\$520.00	10	1.5	4	3	3	10		\$104.00	\$78.00	\$78.00	\$260.00
16	10	00-1289-0001-00	SHORTSTOPP WHEEL TYPE BRUSH, 4in	\$27.00	\$270.00	10	1.5	2	2	2	6		\$54.00	\$54.00	\$162.00	\$270.00
17	6	00-1289-0002-00	P/N 01675- 6"	\$102.00	\$612.00	6	2.5	2	2	2	6		\$204.00	\$204.00	\$204.00	\$612.00
18	50	05-0179-0004-00	2" hole saw	\$71.00	\$3,550.00	25	1.5	8	8	9	25		\$568.00	\$568.00	\$639.00	\$1,775.00
19	16	05-0179-0004-00	SHORTSTOPP and STOPPLE* TAP HOLE SAW, 4	\$246.00	\$3,936.00	10	2	3	3	4	10		\$738.00	\$738.00	\$984.00	\$2,460.00
20	10	05-2348-0006-00	CUTTER, 6in SHORTSTOPP 5.875in OD	\$1,392.00	\$13,920.00	10	2	3	3	4	10		\$4,176.00	\$4,176.00	\$5,568.00	\$13,920.00
21	2	05-5724-0001-00	SHORTCUTTY VALVE ADAPTER, 4in TYPE I	\$841.00	\$1,682.00	2	12	0	1	1	2		\$0.00	\$841.00	\$841.00	\$1,682.00
22	2	05-5724-0007-00	SHORTCUTTY VALVE ADAPTER, 6in X 4in TYPE II	\$1,719.00	\$3,438.00	2	25	0	1	1	2		\$0.00	\$1,719.00	\$1,719.00	\$3,438.00
23	2	05-5724-0002-00	ADAPTER, 6in TYPE II SHORTCUTTY*	\$1,551.00	\$3,102.00	2	15	1	1	0	2		\$1,551.00	\$1,551.00	\$0.00	\$3,102.00
24	2	05-5724-0004-00	ADAPTER, 6in TYPE II SHORTCUTTY*	\$1,885.00	\$3,770.00	2	30	0	1	1	2		\$0.00	\$1,885.00	\$1,885.00	\$3,770.00
25	2	05-5724-0003-00	ADAPTER, 6in TYPE II SHORTCUTTY*	\$1,793.00	\$3,586.00	2	27	0	1	1	2		\$0.00	\$1,793.00	\$1,793.00	\$3,586.00
26	2	08-3500-0400-00	SHORTSTOPP PLUGGING MACHINE, 4in	\$9,078.00	\$18,156.00	2	75	1	1	0	2		\$9,078.00	\$9,078.00	\$0.00	\$18,156.00
27	2	08-3500-0400-00	PLUGGING MACHINE, 6in JACK	\$18,300.00	\$36,600.00	2	130	0	1	1	2		\$0.00	\$18,300.00	\$18,300.00	\$36,600.00
28	2	08-3501-0406-00	SHORTSTOPP PLUGGING MACHINE, 4in X 6in	\$20,120.00	\$40,240.00	2	100	1	1	0	2		\$0.00	\$20,120.00	\$20,120.00	\$40,240.00
29	2	08-3501-0608-00	SHORTSTOPP PLUGGING MACHINE, 6in X 8in	\$24,702.00	\$49,404.00	2	165	0	1	1	2		\$0.00	\$24,702.00	\$24,702.00	\$49,404.00
30	2	08-3501-0810-00	SHORTSTOPP PLUGGING MACHINE, 8in X 10in	\$31,199.00	\$62,398.00	2	340	0	1	1	2		\$0.00	\$31,199.00	\$31,199.00	\$62,398.00
31	2	08-3501-0812-00	SHORTSTOPP PLUGGING MACHINE, 8in X 12in	\$33,908.00	\$67,816.00	2	375	0	1	1	2		\$0.00	\$33,908.00	\$33,908.00	\$67,816.00
32	2	08-3886-0010-00	SHORTSTOPP CONTROL BAR HANDLE	\$298.00	\$596.00	2	4	1	1	0	2		\$298.00	\$298.00	\$0.00	\$596.00
33	2	08-3886-0010-00	SHORTSTOPP CONTROL BAR HANDLE, 6X8in	\$760.00	\$1,520.00	2	7	1	1	0	2		\$760.00	\$760.00	\$0.00	\$1,520.00
34	4	09-0040-0000-00	SHORTCUTTY VALVE ASSEMBLY, 4in	\$7,645.00	\$30,580.00	4	85	1	1	2	4		\$7,645.00	\$7,645.00	\$15,290.00	\$30,580.00
35	2	09-0606-0000-00	SHORTSTOPP VALVE, 4in-150lb	\$12,502.00	\$25,004.00	2	56	1	1	0	2		\$12,502.00	\$12,502.00	\$0.00	\$25,004.00
36	2	09-0607-0000-00	VALVE ASSEMBLY, 6in-150lb	\$18,152.00	\$36,304.00	2	85	1	0	1	2		\$18,152.00	\$0.00	\$18,152.00	\$36,304.00
37	2	09-0642-0000-00	SHORTSTOPP VALVE, 8in	\$18,822.00	\$37,644.00	2	265	1	0	1	2		\$18,822.00	\$0.00	\$18,822.00	\$37,644.00
38	2	09-3864-0023-00	SHORTSTOPP CONTROL BAR JACK HANDLE A	\$517.00	\$634.00	2	1.5	1	1	0	2		\$117.00	\$117.00	\$0.00	\$234.00
39	2	09-3864-0023-00	SHORTSTOPP CONTROL BAR JACK HANDLE A	\$280.00	\$560.00	2	1.5	1	1	0	2		\$117.00	\$117.00	\$0.00	\$234.00
40	9	09-0635-0000-00	SHORTSTOPP REPAIR KIT, 2in	\$208.00	\$1,872.00	6	4	2	2	2	6		\$216.00	\$216.00	\$216.00	\$864.00
41	2	05-1028-0000-00	1-1028 TAPPING MACHINE	\$5,647.00	\$11,294.00	2	40	1	0	1	2		\$5,647.00	\$5,647.00	\$0.00	\$11,294.00
42	5	09-0758-0000-00	SHORTCUTTY 500 VALVE ASSEMBLY, 2in	\$1,812.00	\$9,060.00	2	15	1	1	1	3		\$1,812.00	\$1,812.00	\$5,436.00	\$9,060.00
43	4	09-0759-0000-00	SHORTSTOPP 500 VALVE ASSEMBLY, 3in	\$4,550.00	\$18,200.00	4	29	1	1	2	4		\$4,550.00	\$4,550.00	\$9,100.00	\$18,200.00
44	8	09-0758-0006-00	DISC, OPERATING 2in SHORTCUTTY*	\$171.00	\$1,368.00	3	2.5	1	1	1	3		\$171.00	\$171.00	\$171.00	\$513.00
45	3	09-0758-0003-00	GASKET, 2in SHORTCUTTY* 500 VALVE	\$41.00	\$123.00	3	1.5	1	1	0	2		\$41.00	\$41.00	\$0.00	\$82.00
46	3	09-0637-0000-00	SHORTSTOPP REPAIR KIT, 4in	\$249.00	\$747.00	3	9	0	0	0	0		\$0.00	\$0.00	\$0.00	\$0.00
47	4	08-3509-0000-00	SHORTSTOPP PLUGGING MACHINE, 2in	\$2,522.00	\$10,088.00	4	15	0	0	0	0		\$0.00	\$0.00	\$0.00	\$0.00
48	5	08-0367-0001-00	SHORTPLUGS* PLUS HOLDER BODY, 1.250in	\$843.00	\$4,215.00	5	0.75	2	2	1	5		\$1,686.00	\$1,686.00	\$843.00	\$4,215.00
50	5	05-0204-0000-00	HOLDER PILOT ASSEMBLY, 2in and 3in HOLESAM	\$547.00	\$2,735.00	5	0.75	0	0	0	0		\$0.00	\$0.00	\$0.00	\$0.00
51	3	09-0792-0000-00	SHORTSTOPP 500 SEAL MAINTENANCE KIT, 2in	\$176.00	\$528.00	3	12	0	0	0	0		\$0.00	\$0.00	\$0.00	\$0.00
52	8	08-3509-0000-00	SHORTSTOPP PLUGGING MACHINE, 2in	\$2,522.00	\$20,176.00	4	15	1	1	1	3		\$2,522.00	\$2,522.00	\$5,044.00	\$10,088.00
53	3	09-0792-0000-00	SHORTSTOPP 500 SEAL MAINTENANCE KIT, 2in	\$176.00	\$528.00	3	12	0	0	0	0		\$0.00	\$0.00	\$0.00	\$0.00
54	1	07-1034-0000-00	SHORTSTOPP 500 PLUGGING MACHINE	\$20,353.00	\$20,353.00	1	43	1	0	0	1		\$20,353.00	\$0.00	\$0.00	\$20,353.00
55	1	06-7265-0000-00	SHORTSTOPP 500 ADAPTER PLATE, 1-203 ADAM	\$1,429.00	\$1,429.00	1	13	0	0	0	1		\$1,429.00	\$0.00	\$0.00	\$1,429.00
56	2	05-1737-0015-00	EYE BOLT, 625in-11 X 6in LONG	\$31.00	\$62.00	2	0.75	1	1	0	2		\$31.00	\$31.00	\$0.00	\$62.00
57	2	00-0435-0008-00	FLAT WASHER, 656in ID X 1.312in OD X 1.231in T	\$0.52	\$1.04	2	0.5	1	1	0	2		\$0.52	\$0.52	\$0.00	\$1.04
58	2	00-0136-0158-00	COMPRESSION SPRING, .089in WIDE X .850in	\$172.00	\$344.00	2	0.5	1	1	0	2		\$172.00	\$172.00	\$0.00	\$344.00
59	2	08-3867-0010-00	SHORTSTOPP HOOK CLAMP	\$379.00	\$758.00	2	1.5	0	0	0	0		\$0.00	\$379.00	\$379.00	\$758.00
60	2	00-3641-0006-00	WING NUT, TYPE A HYV 625in-11	\$3.74	\$7.48	2	0.5	1	1	0	2		\$3.74	\$3.74	\$0.00	\$7.48
61	2	00-1179-0015-00	ELEVIS PIN, 625in OD X 1.50in LONG	\$2.40	\$4.80	2	0.5	1	1	0	2		\$2.40	\$2.40	\$0.00	\$4.80
Total Parts				Total Parts Cost: Total Parts				YR 1 Qty	YR 2 Qty	YR 3 Qty	Total Parts	YR 1 Cost	YR2 Cost	YR 3 Cost	Construction Total Cost for Parts	
500				5507,481.52				111	106	103	320	\$148,675.66	\$196,766.66	\$208,881.00	\$555,113.32	

Estimated Weight YR 1	Estimated Weight YR 2	Estimated Weight YR 3
12.75	12.75	12
5.25	5.25	4.5
4	4	3
4	2.25	2.25
6	4.5	4.5
6	4.5	4.5
10	7.5	7.5
10	7.5	7.5
8	8	8
4	4	4.5
8	8	8
5	5	5
6	4.5	4.5
3	3	3
5	5	5
8	8	8
6	6	6
8	8	8
10	7.5	7.5
10	7.5	7.5
8	8	8
4	4	4.5
8	8	8
5	5	5
6	4.5	4.5
3	3	3
5	5	5
8	8	8
6	6	6
8	8	8
10	7.5	7.5
10	7.5	7.5

## Attachment C - Insurance Requirements

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability Including:  1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

### II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2020 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

02/07/2020 Risk Management – Legal Dept.

## Attachment D - Warranty Requirements

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects in material and workmanship, fit for their normal purpose. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) Contractor's warranties hereunder exclude remedy for damage or defect caused by abuse, casualty, negligence, modifications or repair not performed by Contractor, improper or insufficient maintenance, improper storage, improper operation, including contrary to Contractor's instructions or warnings, or normal wear and tear. In respect of Goods provided but not manufactured and/or not designed by Contractor, Contractor's liability shall be limited to passing through to the City the benefit of any warranty provided by the vendor(s) of such products. Contractor shall cooperate with the efforts of the City to enforce such warranties with any such vendors, and Contractor shall assign, without cost to the City, all such warranties from vendors.

(C) Contractor's warranties hereunder shall be available for a limited period of twelve (12) months from delivery of the Goods.

**(D) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS ATTACHMENT D TO THE AGREEMENT CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED. CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE.**