

SERVICE AGREEMENT NO. 4995

Preventative Maintenance and Reconditioning of Pumps and Motors

THIS **Preventative Maintenance and Reconditioning of Pumps and Motors Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Excel Pump & Machine, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Preventative Maintenance and Reconditioning of Pumps and Motors in response to Request for Bid/Proposal No. 4995 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, 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 shall provide Preventative Maintenance and Reconditioning of Pumps and Motors ("Services") 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, and in accordance with Exhibit 2.

2. Term.

(A) The Term of this Agreement is three years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$861,330.00, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. 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 must 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: Diana Zertuche-Garza
Department: Corpus Christi Water
Phone: (361) 826-1827
Email: Dianaz@cctexas.com

5. Insurance; Bonds.

(A) 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. 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.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this

Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services 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 Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**

 - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
 - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
 - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service 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.

- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th 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.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services 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.
- 12. Subcontractors.** In performing the Services, the 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 proposal or in an Attachment to this Agreement, as applicable. 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. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. 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.
- 16. 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: Diana Zeruche-Garza

Title: Contracts/Fund Administrators
Address: 13101 Leopard Street, Corpus Christi, Texas 78410
Phone: (361) 826-1827
Fax: (361) 826-4495

IF TO CONTRACTOR:

Excel Pump & Machine, Inc.
Attn: Randall Houghton
Title: President
Address: 1450 E. State Hwy. 44 Robstown, Texas 78380
Phone: (361) 387-4508
Fax:(361) 387-8844

17. 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 expenses of litigation, court costs, attorneys’ fees and expert witness fees, which arise or are claimed to arise out of or in connection with a breach of this Agreement or the performance of this Agreement by the Contractor or results from the negligent act, omission, misconduct, or fault of the Contractor, its employees, or agents. Contractor must, at its own expense, investigate all 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.

18. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City 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, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City 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.

- 19. 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.
- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential, or special damages.
- 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; followed by its exhibits;
 - 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.

(Signature Page Follows)

Attachment A - Scope of Work

1.1 General Requirements/Background Information

A. The Contractor shall provide pump and motor field inspections, preventative maintenance, and pump and motor reconditioning repairs at the Mary Rhodes Phase II River and Booster Pump Stations in Bay City, TX. The contractor will need to coordinate with the City and the City's facility managers at Lavaca Navidad River Authority (LNRA) to schedule site visits for any activities related to this contract.

a. The River Pump Station has three units that pull water from the Colorado River and pump to the settling reservoir located on the pump station site near Bay City.

b. The Booster Pump Station has four units that pull water from the settling reservoir and pump through a Mary Rhodes Phase II pipeline to the O. N. Stevens Water Treatment Plant in Corpus Christi.

1.2 Scope of Work

A. River Pump Station Pump & Motor Information:

a. RPS-Pump 1

i. Flowserve m/n 36ENL-1 stage vertical oil lubricated lineshaft turbine pump

ii. TECO/Westinghouse 200hp 12pole 460volt VSS electric motor

b. RPS-2 & 3

i. Flowserve m/n 40ENL-1 stage vertical turbine oil lubricated lineshaft pump

ii. TECO/Westinghouse 350hp 12pole 460volt VSS electric motor

B. The Booster Pump Station Pump & Motor Information:

a. BPS-1

i. Flowserve m/n 32EMN-1 stage vertical oil lubricated lineshaft turbine pump

ii. TECO/Westinghouse 125hp 12pole 460volt VSS electric motor

b. BPS-2, 3 & 4

i. Flowserve m/n 40CSKXL-2 stage vertical oil lubricated lineshaft turbine pump

ii. TECO/Westinghouse 1750hp 8pole 460volt VSS electric motor

C. Field Inspections:

- a. Inspections will be conducted in accordance with the Equipment Service schedule. A full report will be submitted to City staff.
- b. Field inspection and preventive maintenance occur twice yearly and are termed the Semi-Annual and Annual inspections. The schedule for all inspection services must be reviewed and approved by CCW.
- c. The Semi-Annual and Annual inspection / preventive maintenance trips include...
 - i. The proper lockout/tag out of each unit as needed during inspection.
 - ii. Check and re-torque all accessible fasteners according to OEM values.
 - iii. Perform a Baker motor quality test including insulation resistance (megohm) test, dielectric absorption test, and polarization index test at the switchgear leads of each motor at 500 volts DC for RPS-1, RPS-2, RPS-3, and BPS-1 and at 1000 volts DC for BPS-2, BPS-3, and BPS-4. High potential testing (Hipot) is not to be performed unless the obtained data indicates a problem. Retorque leads at switchgear when complete.
 - iv. Check and re-torque all terminations at the motor junction boxes. Report any found below torque limits.
 - v. Blowdown motor exterior at intake and exhaust locations, and vacuum air inlet areas.
 - vi. Collect an oil sample from each motor bearing reservoir and have the oil analyzed by a competent laboratory that can report the presence of contaminants, improper oil viscosity, and water.
 - vii. Replace motor bearing housing lubricants with the recommended oil. Collect waste oil and dispose offsite properly.
 - viii. Check and top-off pump lubricating oil reservoir levels. While units are operating observe and record oil-drip rates and record found and left values.
 - ix. Check the grease reservoir level and top off. Observe and record automatic greasing intervals. Report found and left valves.
 - x. Check pump shaft rotation by-hand or by hand wrench. Check to see that shaft rotates smoothly without binding.
 - xi. Uncouple pump from motor and measure impeller lift. Record found and left impeller lift.
 - xii. Using a dial indicator measure and record shaft and coupling runouts. Measure and report runout in thousandths of an inch at the motor

shaft, motor half-coupling, adjusting nut, pump-half coupling, and pump shaft runout.

- xiii. Prior to operation record all resistance temperature detector (RTD) idle readings, take background vibration readings. During operation record flow readings, and pressure gauge/water level readings.
 - xiv. Run each unit and record RTD readings. Collect a full set of vibration readings (filtered and unfiltered). Collect electrical readings (voltage, current, and power factor). Collect flow rate, discharge pressure, suction pressure (or level), shaft rpm, and operating hours. Observe and report any significant change in oil level, alarming noises, and/or any oil leaks.
- d. Provide a detailed report on the results of each inspection and preventive maintenance trip. Report all measurement results for each inspection. Provide measured values in tabular form. Present hydraulic measurement overlaid on the factory pump performance test reports. Include the oil analysis reports for each motor bearing reservoir. Tabulate the oil analysis results with previous historical results. Include the Baker test reports. Tabulate the insulation resistance (megger) readings and polarization index readings for each motor with previous historical results. For each table of data, define allowable tolerances and/or limits as appropriate.
 - e. For the annual report also perform a complete vibration analysis of collected data compared to historical data. Review FFT results and the motor rolling element bearing frequencies to identify any bearing faults.
 - f. Report any issues, provide discussion about possible causes, draw conclusions, make recommendations, and define next actions.
 - g. Neatly assemble all field documents with reports and any digital photographs used to describe a condition and submit the document by email in a .pdf format that includes bookmarks.
 - h. The complete report shall be submitted for CCW review within 15 calendar days of the date of service. If requested by CCW, a conference call will be scheduled to discuss the results.

D. General Repairs:

- a. General machine work and/or repair shall consist of but not limited to balancing, welding, thermal stress relieving, straightening, grinding, custom part manufacturing, shaft rebuilding and fabricating, sand blasting, and pump protective coating.
- b. The Contractor shall clean using high-pressure spray, steam, grit and/or solvent before attempting to make accurate measurements, and for non-destructive evaluation after teardown.

- c. After repairs, the pump(s) shall be repainted/coated to original equipment manufacturer (OEM) paint systems, in a color approved by the City
- d. The City's equipment while in Contractor's possession must be properly stored and secured at all times.
- e. The City reserves the right to inspect the pump at any time during the recondition repair.
- f. If the repair cost exceeds the amount provided in the quote/pricing schedule, then the Contractor shall provide comparative analysis between the replacement and repair costs. The City may decide to buy new pump through a new solicitation.
- g. After repairs are completed, a mechanical documentation repair report must be submitted. The report shall contain the following: cover page, as received photographs and final photographs, rotor drawings showing run out and sizes before and after repairs, balance report and Non-Destructive Testing reports.
- h. The City may ask for prioritization for emergency repairs.

E. Field Removal and Transportation to Shop

Contract includes removal of the complete assembly including the pump and motor and the transportation of the equipment to contractor's shop for teardown, inspection, and report. Note that the River Pumps require a crew to enter the wet well to disassemble the column stabilizer device and unwire motors and pumps. A work plan for removal including a confined space entry plan shall be submitted for review prior to the start of such work. The motor reservoir shall be drained into proper waste containers. The shaft shall be blocked and secured for safe transportation. Pumping components shall be disassembled and blocked for safe transportation. The wet well access shall be secured with a protective covering. All electors conductors shall be protected and the entire site is to be safely secured. The pumping assembly shall then be transported safely to the repair shop(s).

F. Pump Teardown Inspection and Report

Disassemble pump completely and clean for inspection. Measure and record all critical dimensions including fits, clearances, and interference fits. Inspect the shaft condition and report journal diameter and condition. Report shaft straightness values in at three (3) respective locations noted by

compass orientation. Take photographs of all fits and wearing areas. Take photographs of all areas of erosion, corrosion, and fatigue. Also, provide a qualitative evaluation of the condition of each major part. Provide a detailed report with measurements in tabular form that includes acceptable limits and / or tolerances as needed for evaluation. The report shall include a written discussion/summary of the inspection results. Provide a conclusion section to roll up the discussion area into key issues. Make recommendations on reuse, replacement, and components requiring reconditioning.

G. Motor Teardown Inspection and Report

Receive motor, visually inspect and document as received condition including photographs. Perform incoming Baker motor testing including continuity test, insulation resistance (megger) test, dielectric absorption test, and polarization index test. Do not perform a Hi-Pot test unless other values show motor has a problem. Disassemble motor completely. Record the end-play found at disassembly on this high thrust motor. Clean components as needed to perform incoming inspections. Measure and record bearing housing bores to four decimal places. Check and report on whether results are within tolerance. Measure and record shaft journal dimensions, and shaft seal dimensions and report compared to tolerances. Measure and record dimensions of bearings at ID and at OD. Record bearing descriptors (i.e. brand and bearing number). Report on visual condition of these surfaces. Measure rotor shaft total indicator runout (TIR) to three decimal places. Visually inspect stator, end turns, ties, wedges, coils, leads, lugs and bracing system, and report any concerns. Visually inspect for any loose or broken rotor bars. Report cracking on end rings. Inspect and test stator temperature detectors. Inspect and test space heaters. Inspect and test bearing temperature detectors. Clean and oven dry stator and rotor. Perform another Baker test if incoming testing was low.

H. Pump Recondition Repair

Six pad weld registers on columns and discharge head, and re-machine registers, faces, and bores to restore concentricity and parallelism to 0.005-inches TIR. Inspect bowls and six pad weld if needed and re-machine registers, faces, and bores to restore concentricity and parallelism to 0.005-inches TIR. Replace bowl bearings and column enclosing tube bearings.

Face each end of each enclosing tube to be perpendicular to the bearing bore. Replace tube tension nut bearing. Clean, polish, and straighten bowl shaft, line shafts, and head shaft to within 0.003-inches TIR. Two-plane dynamically balance impeller(s) on the bowl shaft or on a mandrel to precision balance grade ISO G2.5. Grit blast to Near White the bowl ODs and IDs, the exterior of the enclosing tubes, the ID and OD of column pipe, and ID and OD of discharge head and coat to the original OEM coating specification. Crate the pump components for shipment.

I. Motor Recondition Repair

Varnish and bake stator and rotor. Two-plane dynamically balance rotor to precision grade balance of ISO G2.5. Clean component parts and assemble. Set end-play to proper value. Run motor unloaded and record amps, winding temperatures, bearing temperatures, and vibration amplitudes. Paint motor to original OEM coating specifications. Provide a finished repair report to provide all readings. Mound the motor on dunnage, block the shaft, and prepare for shipment.

J. Transportation To Jobsite with Pump Installation and Startup

Return pump and motor to jobsite and reinstall. For the River Pumps, reconnect the column brace in the wet well without introducing any misalignment. Install the pump and motor and reconnect to the discharge connection. Check alignment at coupling area. Furnish oil for motor reservoirs and for lineshaft lubrication. Furnish grease for lower bearing lubrication. Reconnect wiring. Perform startup and operate unit for at least 3 hours. Provide an installation and startup report. Startup report shall be provided to CCW within 3 weeks of the completion of the work.

K. Schedule of Work:

- a. Repairs to the pumps and motors will be on a per need basis based on equipment findings, conditions, along with contractor recommendations. CCW will direct and approve the initiation of all work.
- b. In the event a pump or motor needs to be pulled for inspection and or repair, a complete schedule shall be provided and accepted by City point of contact.

- c. The repair(s) information will be provided to the Contractor through work/task order or phone/email request.
- d. The Contractor will be responsible for picking up and delivering the pumps.
- e. Upon receipt of pump, the Contractor will inspect the pump and submit an inspection report and repair estimate based on quote/pricing schedule. The report shall include inspection results, conclusion/recommendations, and visual findings by drawings or digital photos, including a "No Destructive Testing Report" added to the "As Received Report". The Contractor shall submit estimated repair time, and parts to be replaced including lead time. The inspection report shall be submitted electronically in PDF format via email.
- f. The Contractor shall make a reasonable effort to ensure that all parts are original equipment manufacturer (OEM). The Contractor shall include the lead time and shipping costs for OEM parts in the repair estimate. If the lead time for an OEM part will cause the repair time to exceed 30 days, then the City may approve non-OEM parts and materials.
- g. The Contractor will provide the report within 15 business days after receipt of equipment. For larger or specialty pumps that may require longer than 15 days, the Contractor shall notify the City prior to the end of 15 business days so additional time can be negotiated as warranted.
- h. The repairs shall be completed within 30 calendar days of Contractor receipt of approval from the Contract Administrator. Any repairs that require additional time due to material lead-times must be submitted for review and approval.
- i. The contractor will need to coordinate with the City and the City's facility managers at Lavaca Navidad River Authority (LNRA) to schedule any site visits for any activities related to this contract requirements.

1.3 Contract Pricing

- A. All pricing shall be as outlined in the Bid Form.
- B. An allowance line item will be utilized to cover additional work and materials that are required but not included in the other contract line items. The allowance amount will not be issued as a lump sum amount, proper support and documentation must be provided to support the request to utilize the allowance line item.
- C. The Contractor's invoice shall not exceed the estimated amount in the quote/pricing schedule previously authorized by the Contract Administrator in writing prior to the work being performed.

1.4 Invoicing

The Contractor shall submit an itemized invoice for payment, which shall include the following information:

- a. Purchase Order (P.O) Number and Service Agreement Number
- b. Pump Location/Address
- c. Serial number of equipment
- d. Description of Service
- e. Total hours billed; Overtime hours will include a written approval by City staff.
- f. Itemized list of parts/materials
- g. Invoices for parts/materials (to verify markup)
- h. Shipping costs for parts/materials

1.5 Warranty

- A. The Contractor shall warrant that work performed conforms to the specification and is free of any defects in equipment, material or workmanship performed by the contractor or any of its subcontractors or suppliers. All work provided by the Contractor shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.
- B. Material shall be warranted against material defects and defects in workmanship for a period of 1 year. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period hereunder shall be the length of the manufacturer's warranty. The Contractor shall be responsible for the warranty. The Contractor shall provide the City with all manufacturer's warranty documents upon completion of service.
- C. The Contractor must provide onsite technical support within 24 hours of notification by the City.

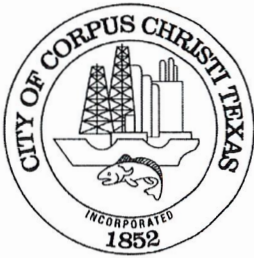
1.6 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

1.7 Points of Contact

Maria Corona
Engineer III
2726 Holly Road
Corpus Christi, Texas 78415
O: 361-826-1826
MariaCR@cctexas.com

Esteban Ramos
Water Resources Manager
2726 Holly Road
Corpus Christi, Texas 78415
O: 361-826-3294
EstebanR2@cctexas.com



Attachment B - Bid Pricing Schedule

**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM**

RFB No. 4995

**Preventive Maintenance and Reconditioning of
Pumps and Motors**

PAGE 1 OF 5

Date: 8/29/2023Bidder: RAWDALE HOUGHTONAuthorized
Signature:

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Field Inspections:

Description	Delivery name	QTY	Unit Quoted Price	Total
Special Inspection - River Pump Station	RPS	2	\$ 1,440 ⁰⁰	\$ 2,880 ⁰⁰
Semi-Annual Inspection - River Pump Station	RPS	6	\$ 1,940 ⁰⁰	\$ 11,640 ⁰⁰
Annual Inspection - River Pump Station	RPS	3	\$ 1,940 ⁰⁰	\$ 5,820 ⁰⁰
Special Inspection - Booster Pump Station	BPS	2	\$ 1,440 ⁰⁰	\$ 2,880 ⁰⁰
Semi-Annual Inspection - Booster Pump Station	BPS	6	\$ 3,440 ⁰⁰	\$ 20,640 ⁰⁰
Annual Inspection - Booster Pump Station	BPS	3	\$ 3,440 ⁰⁰	\$ 10,320 ⁰⁰
Sub Total				\$ 54,180 ⁰⁰

Reconditioning Repairs:**1. River Pump Station - Pump 1 RPS-P1)**

Item	Description	Delivery name	QTY	Unit Quoted Price
a	Item of Pull RPS-P1 Motor and haul to shop	RPS- P1	1	\$ 2,700 ⁰⁰
b	Item of Pull RPS-P1 Pump and haul to shop	RPS- P1	1	\$ 3,800 ⁰⁰
c	Teardown and Inspect Pump	RPS- P1	1	\$ 5,800 ⁰⁰
d	Teardown and Inspect Motor	RPS- P1	1	\$ 1,700 ⁰⁰
e	Repair Pump	RPS- P1	1	\$ 39,000 ⁰⁰
f	Repair Motor	RPS- P1	1	\$ 27,600 ⁰⁰
g	Install Pump and Motor	RPS- P1	1	\$ 5,600 ⁰⁰
h	Startup Pump and Motor	RPS- P1	1	\$ 1,200 ⁰⁰
i	Performance Test	RPS- P1	1	\$ 1,200 ⁰⁰
Sub Total				88,600 ⁰⁰

2. River Pump Station - Pump 2 (RPS-P2)

Item	Description	Delivery name	QTY	Unit Quoted Price
a	Item of Pull RPS-P2 Motor and haul to shop	RPS- P2	1	\$ 2,700 ⁰⁰
b	Item of Pull RPS-P2 Pump and haul to shop	RPS- P2	1	\$ 3,800 ⁰⁰
c	Teardown and Inspect Pump	RPS- P2	1	\$ 5,800 ⁰⁰
d	Teardown and Inspect Motor	RPS- P2	1	\$ 1,700 ⁰⁰
e	Repair Pump	RPS- P2	1	\$ 49,000 ⁰⁰
f	Repair Motor	RPS- P2	1	\$ 33,600 ⁰⁰
g	Install Pump and Motor	RPS- P2	1	\$ 5,600 ⁰⁰
h	Startup Pump and Motor	RPS- P2	1	\$ 1,200 ⁰⁰

i	Performance Test	RPS- P2	1	\$ 1,200 ⁰⁰
Sub Total				\$ 104,600 ⁰⁰

3. River Pump Station - Pump 3 (RPS-P3)

Item	Description	Delivery name	QTY	Unit Quoted Price
a	Item of Pull RPS-P3 Motor and haul to shop	RPS- P3	1	\$ 2,700 ⁰⁰
b	Item of Pull RPS-P3 Pump and haul to shop	RPS- P3	1	\$ 3,800 ⁰⁰
c	Teardown and Inspect Pump	RPS- P3	1	\$ 5,800 ⁰⁰
d	Teardown and Inspect Motor	RPS- P3	1	\$ 1,700 ⁰⁰
e	Repair Pump	RPS- P3	1	\$ 49,000 ⁰⁰
f	Repair Motor	RPS- P3	1	\$ 33,600 ⁰⁰
g	Startup Pump and Motor	RPS- P3	1	\$ 1,200 ⁰⁰
h	Install Pump and Motor	RPS- P3	1	\$ 5,600 ⁰⁰
i	Performance Test	RPS- P3	1	\$ 1,200 ⁰⁰
Sub Total				104,600 ⁰⁰

4. Booster Pump Station – Pump 1 (BPS-P1)

Item	Description	Delivery name	QTY	Unit Quoted Price
a	Item of Pull BPS-P1 Motor and haul to shop	BPS-P1	1	\$ 2,700 ⁰⁰
b	Item of Pull BPS-P1 Pump and haul to shop	BPS-P1	1	\$ 3,800 ⁰⁰
c	Teardown and Inspect Pump	BPS-P1	1	\$ 5,800 ⁰⁰
d	Teardown and Inspect Motor	BPS-P1	1	\$ 1,700 ⁰⁰
e	Repair Pump	BPS-P1	1	\$ 38,500 ⁰⁰
f	Repair Motor	BPS-P1	1	\$ 21,600 ⁰⁰

g	Install Pump and Motor	BPS-P1	1	\$ 5,600 ⁰⁰
h	Startup Pump and Motor	BPS-P1	1	\$ 1,200 ⁰⁰
i	Performance Test	BPS-P1	1	\$ 1,200 ⁰⁰
Sub Total				82,100 ⁰⁰

5. Booster Pump Station – Pump 2 (BPS-P2)

Item	Description	Delivery name	QTY	Unit Quoted Price
a	Item of Pull BPS-P2 Motor and haul to shop	BPS-P2	1	\$ 2,700 ⁰⁰
b	Item of Pull BPS-P2 Pump and haul to shop	BPS-P2	1	\$ 5,250 ⁰⁰
c	Teardown and Inspect Pump	BPS-P2	1	\$ 5,800 ⁰⁰
d	Teardown and Inspect Motor	BPS-P2	1	\$ 3,350 ⁰⁰
e	Repair Pump	BPS-P2	1	\$ 52,250 ⁰⁰
f	Repair Motor	BPS-P2	1	\$ 45,600 ⁰⁰
g	Install Pump and Motor	BPS-P2	1	\$ 7,200 ⁰⁰
h	Startup Pump and Motor	BPS-P2	1	\$ 1,800 ⁰⁰
i	Performance Test	BPS-P2	1	\$ 1,800 ⁰⁰
Sub Total				125,750 ⁰⁰

6. Booster Pump Station – Pump 3 (BPS-P3)

Item	Description	Delivery name	QTY	Unit Quoted Price
a	Item of Pull BPS-P3 Motor and haul to shop	BPS-P3	1	\$ 2,700 ⁰⁰
b	Item of Pull BPS-P2 Pump and haul to shop	BPS-P3	1	\$ 5,250 ⁰⁰
c	Teardown and Inspect Pump	BPS-P3	1	\$ 5,800 ⁰⁰
d	Teardown and Inspect Motor	BPS-P3	1	\$ 3,350 ⁰⁰

e	Repair Pump	BPS-P3	1	\$ 52,250 ⁰⁰
f	Repair Motor	BPS-P3	1	\$ 45,600 ⁰⁰
g	Install Pump and Motor	BPS-P3	1	\$ 7,200 ⁰⁰
h	Startup Pump and Motor	BPS-P3	1	\$ 1,800 ⁰⁰
i	Performance Test	BPS-P3	1	\$ 1,800 ⁰⁰
Sub Total				\$ 125,750 ⁰⁰

7. Booster Pump Station – Pump 4 (BPS-P4)

Item	Description	Delivery name	QTY	Unit Quoted Price
a	Item of Pull BPS-P4 Motor and haul to shop	BPS-P4	1	\$ 2,700 ⁰⁰
b	Item of Pull BPS-P4 Pump and haul to shop	BPS-P4	1	\$ 5,250 ⁰⁰
c	Teardown and Inspect Pump	BPS-P4	1	\$ 5,800 ⁰⁰
d	Teardown and Inspect Motor	BPS-P4	1	\$ 3,350 ⁰⁰
e	Repair Pump	BPS-P4	1	\$ 52,250 ⁰⁰
f	Repair Motor	BPS-P4	1	\$ 45,600 ⁰⁰
g	Install Pump and Motor	BPS-P4	1	\$ 7,200 ⁰⁰
h	Startup Pump and Motor	BPS-P4	1	\$ 1,800 ⁰⁰
i	Performance Test	BPS-P4	1	\$ 1,800 ⁰⁰
Sub Total				125,750 ⁰⁰

8. Allowance

DESCRIPTION	QTY	UNIT PRICE	PRICE TOTAL
Allowance as described in section 4.3 (B) Labor	1	\$ 10,000	\$ 10,000
Allowance as described in section 4.3 (B) Parts and Material	1	\$ 40,000	\$ 40,000
Sub Total			\$ 50,000 ⁰⁰
Total Contract Price			\$ 861,330 ⁰⁰

Attachment C - Insurance Requirements

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
Commercial General Liability Including: <ol style="list-style-type: none"> 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) <ol style="list-style-type: none"> 1. Owned 2. Hired and Non-Owned 3. Rented/Leased 	\$500,000 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 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination 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.

2023 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

01/01/2023 Risk Management – Legal Dept.

Attachment D - Warranty Requirements

- A. The Contractor shall warrant that work performed conforms to the specification and is free of any defects in equipment, material or workmanship performed by the contractor or any of its subcontractors or suppliers. All work provided by the Contractor shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.
- B. Material shall be warranted against material defects and defects in workmanship for a period of 1 year. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period hereunder shall be the length of the manufacturer's warranty. The Contractor shall be responsible for the warranty. The Contractor shall provide the City with all manufacturer's warranty documents upon completion of service.
- C. The Contractor must provide onsite technical support within 24 hours of notification by the City.