



SERVICE AGREEMENT NO. 4279

Godwin Pump and Motor Repairs

THIS **Godwin Pump and Motor Repairs Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Xylem Dewatering Solutions Inc., dba Godwin Pumps of America ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Godwin Pump and Motor Repairs in response to Request for Bid/Proposal No. 4279 ("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 will provide Godwin Pump and Motor Repairs ("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 one year 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 \$269,950.00, subject to approved extensions and changes. Payment will be made

for Services provided 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: Orlando Gonzalez
Department: CCW
Phone: (361) 826-1885
Email: orlandog@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 will not enter into subcontracts or utilize the services of subcontractors.
- 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: Orlando Gonzalez
Title: Planner/Scheduler
Address: 2726 Holly Road, Corpus Christi, Texas 78415
Phone: (361) 826-1885
Fax: (361) 826-4495

IF TO CONTRACTOR:

Xylem Dewatering Solutions Inc., dba Godwin Pumps of America
Attn: David Ladewig
Title: Sales
Address: 2029 N. Lexington Blvd., Corpus Christi, Texas 78409
Phone: (361) 879-0031

Fax: (361) 879-0044

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 OR 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;
 - 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. Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the Consent Decree entered into as part of Civil Action No. 2:20-cv-00235, *United States of America and State of Texas v. City of Corpus Christi* in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special Conditions has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:
Signature: David Ladewig
000E0A5A50A40D...

Printed Name: David Ladewig

Title: Branch Manager

Date: 8/31/2022

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements
- Attachment E: Consent Decree Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 4279
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

- A. The Contractor shall provide pump and motor repairs, sales, and rentals for all Godwin brand pumps/motors at wastewater lift stations and treatment plants.
- B. The City's pump inventory, outlined in Section 4.3 consists of approximately 16 Godwin pump/motor units with 25-275 HP rating.
- C. The Contractor shall perform, at a minimum, the preventative maintenance service described in Attachment C at a frequency determined by the City.
- D. The Contractor shall provide emergency service repair and rental, on an as-needed basis. The emergency service shall be available on a 24-hour basis, weekends, and holidays. The Contractor shall be capable of responding to an emergency within two (2) hours after notification by a City representative.

Preventative Maintenance Services

Godwin Dri-Prime pumps driven by diesel engine

- 1. Check all engine fluid levels (excluding fuel) and replace fluids if not at factory recommended levels
- 2. Air, oil, fuel filter replacement
- 3. Drain and replace oil
- 4. Engine and pump belt inspection/adjustment if necessary
- 5. Battery testing
- 6. Engine and control panel inspection
- 7. Trailer/skid inspection
- 8. Volute, impeller, discharge check
- 9. Venturi inspection and cleaning
- 10. Pump bearing bracket lubrication and greasing

Godwin Dri-Prime pumps driven by electric motor

- 1. Check mechanical seal oil level
- 2. Motor voltage test
- 3. Pump belt inspection/adjustment if necessary
- 4. Control panel and wiring inspection
- 5. Trailer/skid inspection
- 6. Volute, impeller, discharge check
- 7. Venturi inspection and cleaning
- 8. Pump bearing bracket lubrication and greasing

1.2 Scope of work

A. Repairs

- a. The Contractor's work performance for pump and motor repair will include, but is not limited to, disassembly, repair, and remanufacturing on centrifugal pumps and motors.
- b. Typical repairs may include, but are not limited to: shaft sleeves, impeller, bearings, seals, wearing rings, shafts, gaskets, housing repair/replacement, o-rings, varnish, stator repair, packing stuffing box, blast clean, repaint, reassembly, check tolerances, re-oil and/or grease, testing.
- c. The Contractor shall pickup equipment for repair and deliver equipment when the repair is complete.
- d. The Contractor shall provide a repair estimate/quote for each repair, to include any noted problems, special conditions, inspection results, conclusion/recommendations, within 5-15 business days after receipt of equipment.
- e. The repair estimate/quote shall be submitted electronically in PDF format via email and itemized as follows:
 - i. Estimated repair time, to include delay time for parts/materials. If repair time is expected to exceed 20 business days, the Contractor must define the completion time, and outline the reason for delay.
 - ii. Shipping costs for parts/materials
 - iii. Costs to expedite parts/materials, if requested and approved by a City representative.
 - iv. List of parts/components to be replaced
 - v. Parts/materials mark-up
 - vi. Hourly labor costs, to include Straight Time and Overtime (if approved)
 - vii. Equipment replacement cost and lead time for new equipment
- f. Repairs shall be completed within 10-20 business days of purchase order (PO) release. A PO number will be submitted to Contractor via email or phone. The Contractor shall notify the City if repairs will exceed 20 business days.
- g. All parts shall be equivalent to or better than OEM standards. Parts shall be included in the Contractor's warranty period, or manufacturer's warranty. Parts replaced under the Contractor's or manufacturer's warranty will be replaced at no cost for labor or parts.
- h. The Contractor shall make a reasonable attempt to obtain parts at the lowest possible price.

- i. All repairs shall be in accordance with current pump and/or motor nameplate data and conditions, drawings, standards and/or OEM specification(s).
- j. General machine work and/or repair shall consist of, but is not limited to, balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting, and coating of pump/motor.
- k. After repairs, the pump and/or motor unit shall be repainted to manufacturer's recommendation and specifications, in a color approved by the Contract Administrator.
- l. Authorization for work will be sent by Work Coordinator(s) or Utilities Systems Manager to Contractor via email or phone.
- m. Overtime hours must be authorized in writing by a City representative.
- n. The Contractor shall provide a minimum one-year warranty for workmanship and parts/materials.

B. Sales / Purchase

- a. After a cost analysis of the repair estimate/quote and the replacement cost, the City may elect to purchase a new pump/motor unit.
- b. The Contractor shall affix a name plate on all new pump/motor unit(s). Name plate data shall include: model and serial number, manufacturer, GPM/Head, HP, impeller diameter, RPM, discharge size, an asset number specified by the City, and voltage.

C. Rentals

- a. The Contractor will provide emergency rentals, as needed, for daily, weekly, or monthly rental.
- b. Emergency rentals shall be available on a 24-hour basis, weekends, and holidays. The Contractor shall be capable of responding to an emergency within two (2) hours after notification by a City representative.

D. Other Requirements

- a. The Contractor's facilities may be subject to inspection at any time by a City representative. When deemed appropriate, the City reserves the right to use third party inspection services, at the City's expense.
- b. The City reserves the right to inspect pump and/or motor at any time during the repair.

- c. The Contractor must be able to provide technical support and on-site training as may be required by the City.
- d. The City reserves the right to audit Contractor's project costs at any time during the contract term.
- e. The City's equipment in Contractor's possession must be properly stored and secured, at all times.
- f. Where applicable, loading / unloading of equipment must be done by Contractor's personnel.

1.3 Work Site Locations and Conditions

# of Pumps	Lift Station Name	Address	Size of Pumps	HP
1	River Canyon	13842 River Ridge Dr.	4"	24.6
1	Clarkwood North	2001 Clarkwood Rd.	8"	99
1	Wooldridge	6610 Wooldridge Rd.	18"	275
9	Mobile Pumps (5) Diesel and (4) Electric Step Feed Pumps)	6541 Greenwood	(2)18" (2) 12" (1) 6" (4) 10"	2-275, 2-151, 3-75, 1-100

# of Pumps	Water	Address	Size of Pumps	HP (Range)
4	Utilities Yard (3) Trash Pumps (1) Well Point Pump	2726 Holly Rd.	(2) 6" (1) 8" (1) 6"	60 - 80

1.4 Special Instructions

The Contractor must submit an itemized invoice with the following information:

1. Service Agreement No. & PO No.
2. Service Address
3. Model and serial number of equipment
4. Description of service
5. Bill of materials
6. The Contractor will be required to attach copies of all invoices for parts/materials (verify markup)
7. Total hours billed, itemized by position and hourly rate
8. Shipping costs
9. Authorizing City representative

1.5 Contractor Quality Control and Superintendence

- A. The Contractor shall establish and maintain a complete Quality Control Program 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.
- B. The Contractor shall quality inspect pump and motor repairs prior to return to the City.

ATTACHMENT B: QUOTE/PRICING SCHEDULE

Invitation to quote, FOB Destination, Freight Included, on the following:

Item #	Description	Unit	1-Year Qty	Unit Price	Total Price
Parts / Materials			Estimated	Mark-up	Estimated price + markup
1	Parts/Materials*	EA	\$ 125,000	%0	\$125,000
2	Shipping Allowance for Parts/Materials	EA	\$ 10,000		\$10,000.00
3	Pick-up & Delivery Allowance	EA	\$ 6,000		\$6,000.00
4	Rental Allowance	EA	\$ 75,000		\$75,000.00
5	Mileage Allowance	EA	\$ 10,000		\$10,000.00
6	Emergency Open	EA	\$ 6,000		\$6,000.00
Labor					
7	Labor Regular Business Hours M-F 8:00-5:00	HR	300	\$110.00	\$33,000.00
8	Labor Afterhours, Weekends, Holidays	HR	30	\$165.00	\$4,950.00
TOTAL					\$269,950.00

Item #	Description	Unit	2-Year Qty	Unit Price	Total Price
Parts / Materials			Estimated	Mark-up	Estimated price+ markup
1	Parts/Materials*	EA	\$ 125,000	% 0	\$125,000
2	Shipping Allowance for Parts/Materials	EA	\$ 10,000		\$10,000.00
3	Pick-up & Delivery Allowance	EA	\$ 6,000		\$6,000.00

4	Rental Allowance	EA	\$ 75,000		\$75,000.00
5	Mileage Allowance	EA	\$ 10,000		\$10,000.00
6	Emergency Open	EA	\$ 6,000		\$6,000.00
Labor					
7	Labor Regular Business Hours M-F 8:00-5:00	HR	300	\$110.00	\$33,000.00
8	Labor Afterhours, Weekends, Holidays	HR	30	\$165.00	\$4,950.00
TOTAL					\$269,950.00

Item #	Description	Unit	3-Year Qty	Unit Price	Total Price
Parts / Materials			Estimated	Mark-up	Estimated price + markup
1	Parts/Materials*	EA	\$ 125,000	% 0	\$125,000.00
2	Shipping Allowance for Parts/Materials	EA	\$ 10,000		\$10,000.00
3	Pick-up & Delivery Allowance	EA	\$ 6,000		\$6,000.00
4	Rental Allowance	EA	\$ 75,000		\$75,000.00
5	Mileage Allowance	EA	\$ 10,000		\$10,000.00
6	Emergency Open	EA	\$ 6,000		\$6,000.00
Labor					
7	Labor Regular Business Hours M-F 8:00-5:00	HR	300	\$110.00	\$33,000.00
8	Labor Afterhours, Weekends, Holidays	HR	30	\$165.00	\$4,950.00
TOTAL					\$269,950.00

COMPANY: Xylem Dewatering Solutions

NAME OF PERSON AUTHORIZED TO SIGN: David Ladewig

ADDRESS: 2029 N Lexington Blvd

CITY / STATE/ZIP: Corpus Christi, TX 78409

PHONE: 361-879-0031

EMAIL: david.ladewig@xylem.com

FAX: 361-879-0044

DATE: 6/13/2022

SIGNATURE: *David Ladewig*

TITLE: Xylem Service Center Manager

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
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage 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	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000
MOTOR TRUCK CARGO (or) TRIP TRANSIT (if applicable)	\$500,000 Combined Single Limit
GARAGE KEEPERS PHYSICAL DAMAGE COVERAGE including: 1. Physical Damage on a Direct Primary Basis	\$500,000 Per Occurrence
RIGGERS' LIABILITY (if applicable)	\$1,000,000 Per Occurrence

- 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.

2022 Insurance Requirements

Ins. Req. Exhibit

Contracts for General Services – Services Performed Onsite – Bailee's – Rigger's Liability

07/06/2022 Risk Management – Legal Dept.

**Dewatering Solutions**

84 Floodgate Road, Bridgeport, NJ 08014
Tel +1.856.467.3636 Fax +1.856.467.2419

Limited Product Warranty Godwin Dri-Prime® Pump

Subject to the terms and conditions below, Xylem Dewatering Solutions, Inc. ("Xylem") warrants that products manufactured by it (other than components subject to an OEM Warranty) (collectively, the "Products"), when used as intended and designed, shall be free from defects in material and/or workmanship for the applicable Warranty Period. Warranty coverage for new Products sold to the original owner begins on the date of shipment for a period of twelve (12) months or an accumulation of two thousand (2,000) hours of use, whichever occurs first (the "Warranty Period").

Engines, motors and driven components carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All Warranty claims for defects in material and/or workmanship involving OEM components must be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Xylem shall have no liability under OEM warranties.

Warranty claims must be submitted promptly to Xylem in writing at 84 Floodgate Road, Bridgeport NJ 08014, Attn: Warranty/Service Dept., and actually received within the applicable Warranty Period, including proof of purchase and describing in detail: (i) the applicable Warranty, (ii) the claimed Product deficiency, defect or failure, (iii) Product information required by Xylem, and (iv) sales or purchase order for any replacement parts (sent to Xylem Parts Sales Department). Returns must have prior written authorization from Xylem. Purchaser's exclusive remedies under this Warranty shall be, at Xylem's sole discretion: (i) replacement parts; or (ii) credit for the approved costs for replacement parts. These remedies are expressly limited to the replacement of the defective part(s) and do not include the replacement of the entire Product. Xylem shall not be held responsible for travel expenses, rented equipment, outside contractor's fees or unauthorized repair shop expenses. Xylem neither assumes nor authorizes any person or other company to assume for it, any other obligation in connection with the sale of its equipment. Any enlargement or modification of this by a representative or other sales agent is their exclusive responsibility. Transportation charges shall be borne by the Buyer. The Warranty does not cover any incidental or consequential costs or damages, including without limitation and not necessarily limited to: shipping or associated transportation charges, travel to and from repair sites, damages related to the loss of use, lost rentals, re-rental expenses and damages to property or other equipment.

The warranty covers the above-described portable pumping equipment when used for pumping non-corrosive liquids containing limited quantities of abrasive particles in compliance with technical manuals and Company representations. This warranty shall extend only to the original owner and shall not apply to replacement of non-defective parts (such as seals, wear plates, and impellers) that may wear and need to be replaced with reasonable use within the warranty period or which may require replacement in connection with normal maintenance (such as fluids, filters, and belts). Additionally, this Warranty shall not apply to the extent Product defect has been caused by any of the following: (i) Product operator negligence or intentional misconduct (other than by Xylem), (ii) casualty or accident to the Products; (iii) use and operation of the Products not in conformance with Xylem's training and/or operation manuals, or operation exceeding Xylem ratings for the Products, including misuse and abuse;



Attachment D - Warranty



Dewatering Solutions

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(iv) operation, maintenance and/or service of the Products not in conformance with Xylem's recommended operation, maintenance and/or service schedules; (v) improper installation (other than by Xylem) not in material conformance with Xylem specifications; (vi) unauthorized modification of or alternations to the Products; (vii) improper load sizing (other than by Xylem); (viii) transportation damage; or (ix) Product exposure to the elements or other acts of God.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE OFFERED IN LIEU OF ALL OTHER WARRANTIES, AND TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, XYLEM'S REPLACEMENT OF OR CREDIT FOR DEFECTIVE PARTS AS DESCRIBED HEREIN SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND XYLEM SHALL HAVE NO ADDITIONAL OBLIGATIONS. XYLEM MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE TO PURCHASER OR ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED IN AND BY THIS WARRANTY. XYLEM HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (OR OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES ARISING BY OPERATION OF LAW, COURSE OF DEALING OR CUSTOM OF TRADE). XYLEM SHALL NOT BECOME LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (WHETHER BY VIRTUE OF A PURCHASE AGREEMENT, THIS WARRANTY, ANCILLARY AGREEMENTS ENTERED INTO IN CONJUNCTION WITH THE FOREGOING OR ANY OTHER DOCUMENTS) FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECULATIVE DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE INCLUDING WITHOUT LIMITATION PURCHASER'S OR ANY THIRD PARTIES' LOST PROFITS WHICH MAY RESULT FROM, BE CAUSED BY OR ARISE OUT OF: (I) BREACH OF ANY WARRANTY, REPRESENTATION OR GUARANTEE MADE BY XYLEM; (II) THE USE, OR COST OF USE, OF THE PRODUCTS; OR (III) XYLEM'S PERFORMANCE OF ANY REMEDIAL WORK REQUIRED BY THIS WARRANTY.

This warranty applies only to Products sold within North America and South America. Some states in the United States of America do not allow limitations of how long an implied warranty extends, or the exclusion of incidental, indirect, special or consequential damages, so that the above limitation or exclusion may not apply to you. In some Canadian provinces legislation provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be waived, the limitations and exclusions set out above may not apply. This Warranty provides specific legal rights; other rights may be available, but may vary from state to state or from province to province. gb132608_2 10/2006.

This policy is subject to change.



ATTACHMENT E

WASTEWATER CONSENT DECREE

Special Conditions

Special Project procedures are required from the CONTRACTOR as specified herein. The CONTRACTOR shall implement and maintain these procedures at the appropriate time, prior to and during performance of the work.

The following special conditions and requirements shall apply to the Project:

I. Consent Decree Notice Provision – The City of Corpus Christi (“City”), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 2:20-cv-00235, United States of America and State of Texas v. City of Corpus Christi in the United States District Court for the Southern District of Texas, Corpus Christi Division (the “Consent Decree”). A copy of the Consent Decree is available at

<https://www-cdn.cctexas.com/sites/default/files/CC-Consent-Decree.pdf>

By signature of the Contract, CONTRACTOR acknowledges receipt of the Consent Decree.

II. Performance of work. CONTRACTOR agrees that any work under this Contract is conditioned upon CONTRACTOR’s performance of the Work in conformity with the terms of the Consent Decree. All Work shall be performed in accordance with the Design Criteria for Wastewater Systems under Title 30 Chapter 217 of the Texas Administrative Code, 30 Tex. Admin. Code Ch. 217, and using sound engineering practices to ensure that construction, management, operation and maintenance of the Sewer Collection System complies with the Clean Water Act. Work performed pursuant to this contract is work that the City is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree shall prevail.

III. Retention of documents – CONTRACTOR shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form) in its or its sub-contractors’ or agents’ possession or control, or that come into its or its sub-contractors’ or agents’ possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the “Information”). This retention requirement shall apply regardless of any contrary

city, corporate or institutional policy or procedure. CONTRACTOR, CONTRACTOR's sub-contractors and agents shall retain and shall not destroy any of the Information until five years after the termination of the Consent Decree and with prior written authorization from the City Attorney. CONTRACTOR shall provide the City with copies of any documents, reports, analytical data, or other information required to be maintained at any time upon request from the City.

IV. Liability for stipulated penalties – Article IX of the Consent Decree provides that the United States of America, the United States Environmental Protection Agency and the State of Texas may assess stipulated penalties including interest against the City upon the occurrence of certain events. To the extent that CONTRACTOR or CONTRACTOR's agents or sub-contractors cause or contribute to, in whole or in part, the assessment of any stipulated penalty against the City, CONTRACTOR agrees that it shall pay to City the full amount of any stipulated penalty assessed against and paid by City that is caused or contributed to in whole or in part by any action, failure to act, or failure to act within the time required by any provision of this contract. CONTRACTOR shall also pay to City all costs, attorney fees, expert witness fees and all other fees and expenses incurred by City in connection with the assessment or payment of any such stipulated penalties, or in contesting the assessment or payment of any such stipulated penalties. In addition to any and all other remedies to which City may be entitled at law or in equity, CONTRACTOR expressly authorizes City to withhold all amounts assessed and paid as stipulated penalties, and all associated costs, fees, or expenses from any amount unpaid to CONTRACTOR under the terms of this contract, or from any retainage provided in the contract.