

SERVICE AGREEMENT NO. 1048

Pump and Motor Repair for Utilities Water Department

THIS **Pump and Motor Repair for Utilities Water Department Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Smith Pump Company, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Pump and Motor Repair in response to Request for Bid/Proposal No. 1048 ("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 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.** This Agreement is for twelve months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to two additional twelve-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
3. **Compensation and Payment.** The total value of this Agreement is not to exceed \$301,230.00, subject to approved extensions and changes. Payment will be made for Services completed 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.

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: Utilities
Phone: (361) 826-1827
Email: DianaG@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 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.** Any Services 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.** 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. 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.
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.** 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 if the subcontractors were not named at the time of bid or proposal, 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.

13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
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 related 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 Zertuche Garza
Title: Contracts/Funds Administrator
Address: 1301 Leopard Street, Corpus Christi, Texas 78410
Fax: (361)826-4488

IF TO CONTRACTOR:

Smith Pump Company, Inc.
Attn: Trent Brown
Title: Manager, Project Manager
Address: 301 M B Industrial, Woodway, Texas 76712
Fax: (254) 776-0023

17. **CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. 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 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 Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term 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, 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.

19. **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.
20. **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.
21. **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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
22. **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.
23. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
24. **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)

CONTRACTOR

Signature:  Trent Brown
2017.05.31 14:48:05 -05'00'

Printed Name: TRENT BROWN

Title: MANAGER OF PROJECT MANAGEMENT

Date: 5/31/2017

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 1048
- 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, at all booster and raw water pump stations for The City of Corpus Christi Water Department (CCWD) O.N. Steven Water Treatment Plant.

1.2 Scope of work

General:

- A. The Contractor's work performance will include but is not limited to, pre-removal field testing, open and inspection, pump and motor repair, re-manufacturing, and post repair field testing services on centrifugal, submersible, and vertical turbine pumps and motors, to include horizontal split case and vertical turbine designs from 125HP to 1500 HP in rating.
- B. The Contractor shall repair motor to Original Equipment Manufacturer (OEM) standards, in accordance with ANSI/EASA AR100-2010 recommended practices for the repair of rotating electrical apparatus.
- C. All materials and/or parts shall be OEM, or equivalent to or better standards/quality, than original. These parts must be part of the Contractors warranty period or greater if warranted by the manufacturer. If a part is replaced on the contractors or manufacturer's warranty, there will be no cost for labor or parts repair/labor.
- D. Repairs will include, but are not limited to, the following:
 - 1. All repairs shall be in accordance with current pump and/or motor nameplate data and conditions, drawings, standards and/or OEM specification(s).
 - 2. Alternative quotations for efficiency, other improvements, or for alternate fabrication methods require written pre-approval by the Contract Administrator.
 - 3. Specialty shop services consists of the fabrication and machining of parts and assemblies, and other machine work associated with pump and motor repairs, such as motor parts and assemblies, brackets, mounts, supports, etc.

4. On-site Field Support and Technical Services related to the removal, re-installation, alignment and troubleshooting of the various pumping systems.
5. General machine work and/or repair shall consist of, but is not limited to, balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding & fabrication, sand blasting, coating of pump/motor.
6. Typical repairs consist of, open and inspect, rebuilding or replacing damaged items, such as, however not limited to:
 - Problem diagnosis, to mean open, Teardown (Disassemble), Inspect and Report (TIR). Providing analyzation and a written estimate
 - Replace/repair wear ring clearance, if not repairable
 - Shaft sleeves
 - Impeller
 - Bearing(s)
 - Seals
 - Wearing rings
 - Shaft(s)
 - Gasket(s)
 - Housing repair or replacement
 - O-ring(s)
 - Dynamic Balancing Testing, with written testing documentation
 - Varnish
 - Vacuum Pressure Impregnation (VPI)
 - Rewind stator
 - Packing
 - Packing stuffing box
 - Blast clean
 - Re-paint
 - Reassembly
 - Check tolerance(s)
 - Re-oil and/or grease
 - Testing
7. For each repair, the Contractor shall provide a price estimate, categorized by:
 - Time to repair, to include delay time for parts/materials. If there is a delay time the contractor must define the time and reason.
 - Any shipping costs for parts/materials.

- Expediting costs for parts/materials, if requested and approved by the City Contractor Administrator.
 - Parts/components replacement and/or machine/fabrication needs.
 - Parts/material mark-up.
 - Hourly labor costs by classification of position, to include Straight Time (ST) and/or Overtime (OT). This must also define/separate hourly rates by shop and field work.
 - Shall submit the estimate report electronically in PDF format via email or maintain a database of these documents accessible to The Contract Administrator over the internet. (Pricing estimates shall utilize the pricing in Contractor's price sheet for labor and materials.)
8. After repairs, the pump and/or motor unit shall be repainted to manufacture's recommendation and specifications, in a color approved by the Contract Administrator. If manufacturer specification/recommendations are not available, interior and exterior ferrous and cast iron parts shall be coated using an NSF 60 certified Fusion bonded Epoxy coating, 3M Scotchkote, TNEMEC Series 140 Pota Pox portable water epoxy, or similar product approved by the Contract Administrator.
 9. Pump balancing, assembly, and application of coating for impeller shall be completed in accordance with name plate data/manufacturer recommendations. When manufacturer recommendations and/or specifications are not available the Contract Administrator will govern specifications.
 10. Mechanical seals and stuffing boxes shall be repaired or fabricated to the original design with same type material and to original clearances unless otherwise pre-approved in writing by the Contract Administrator.
 11. Contractor shall replace all miscellaneous broken and/or rusted hardware and chase the threads, such as nuts, bolts, and washers or other fastener materials, as well as shall determine the strength requirements of the fasteners, and verify that the new material is sufficiently strong and meets manufacturer's specifications, to include an adequate safety factor. All new hardware shall be part of the warranty.
 12. Contractor shall repair bearing(s) and bearing housing to original concentric fit(s) and dimensions. If bearing housing re-casting is required, Contractor shall notify The Contract Administrator immediately. Anti-friction bearings will be replaced on all pumps and

motors unless the Contract Administrator determines replacement is not required. Contractor shall also mark the bearing recommended lubrication level on the pump housing.

13. Contractor shall replace oil rings and seals with same type unless alternate design is pre-approved by the Contract Administrator.
14. For Babbitt bearings, the Contractor shall verify proper bonding of Babbitt to the backing material using ultrasonic thickness (UT) or other acceptable industry standard test. Test results to be provided to the Contract Administrator. Babbitt bearings shall be repaired or replaced with same type materials. **Babbitt bearing repair using over spray or pooling will not be accepted.**

E. Name plate data:

1. Name plate with date shall be required if the Contractor modifies the pump, motor, or its components from their original configuration, the modification must be pre-approved by the Contract Administrator. If modification is approved, a new nameplate shall be supplied and affixed to the pump/motor, and a new pump curve shall be developed to accurately reflect the new hydraulic conditions. If the Name Plate is missing from a pump or motor the contractor shall replace with a new data plate. Name plates shall be made of corrosion resistant metal and have stamped or engraved lettering, and shall include the following information:
 - Equipment Station Name
 - Model and Serial Number
 - Manufacturer
 - GPM / Head
 - HP
 - Impeller Diameter
 - RPM
 - Date of Repair

F. Hydraulic Pump Characteristics:

1. In the event that a pump's hydraulic characteristics are changed, The Contract Administrator, may request hydraulic / performance testing either at Contractor's facility or in-service at the Contract Administrator facility, to verify changed characteristics and satisfy documented performance

specifications. When a performance test is required, the Contractor shall provide the following upon completion of the test:

- Performance test results (electrical & hydraulic)
- Repaired pump documentation including changes to pump curves, drawings, and/or operation and maintenance manuals.
- Documentation specifying improvement or upgrade to pump or component(s)
- Vibration Analysis Results.
- Alignment Results.

G. Dynamic Balancing:

1. The Contractor shall provide Dynamic Balancing. Unless other balancing criteria is specified by the Contract Administrator, the impellers and rotation elements to include motors, shall be dynamically balanced to an **ANSI S-2.19 / ISO 1940 – 1986 Balance Quality grade G2.5** or better.
2. Balance reports shall include the initial data entered to determine tolerances for initial balance point, as well as the final **“as assembled”** tolerance.
3. If adding weight is approved by the Contract Administrator as a method for balancing rotating elements, balanced weight shall be placed out of the flow stream and tapered to minimize potential for damage or cavitation.

H. For Pump Tear Down, Inspection, Report and Quote:

1. Contractor shall inspect and measure bearings, oil rings and housings.
2. If pump or motor shaft journals or thrust pads are found to be outside allowable tolerances, the Contractor shall immediately notify the Contract Administrator via telephone or email, so a repair decision can be made.
3. When directed by the Contract Administrator, on Vertical Turbine Pumps, the Contractor shall perform non-destructive (ultrasonic, magnetic-particle, liquid-penetrant, radiographic, or eddy-current)

testing on the connection point between the top bowl and the flange attaching it to the pump column.

4. The Contractor shall complete a Teardown, Inspect and Report (TIR) to note any problems, special conditions, and/or unusual wear or corrosion. Furnish report with photos, inspection results, conclusions, and recommendations with TIR.
 5. Contractor shall provide TIR for pump repairs within 5-10 business days, **(no exception)**, after receipt of equipment.
 6. An estimate for repair shall follow within 5 working days, **(no exception)**, after that. (The Contractor's price sheet for labor, material and mark-up will be used for estimating price).
 7. Repairs shall be completed within 10-15 working days after receipt of the following:
 - Release Order.
 - Note if parts/materials will be delayed and will delay the repair the City Contract Administrator shall approve any alternatives for repairs or repair completion dates. The priority is minimal delays.
 8. Contractor shall provide projected completion and delivery dates with each repair estimate.
- I. Teardown, Inspect and Report (TIR) Work Scopes:

Pumps

1. Contractor shall note any problems, special conditions, and/or unusual wear or corrosion during a TIR. Furnish report with photos, inspection results, conclusions, and recommendations.
2. Vertical Turbine Pumps (VTP):
 - Prior to disassembly measure and record bowl assembly length, column lengths, discharge head length, and other pertinent dimensions and produce an as Found general arrangement drawing of the pump.
 - Disassemble each component of the pump and the bowl and clean sufficiently to make accurate measurements of the dimensions described below. Take digital photos during the disassembly and inspection process.

- On bowl assembly components, measure and record wear ring diameters and resulting clearances, bearing bore and shaft journal diameters and resulting clearances, impeller diameter, impeller bore and shaft diameter at bore, bowl shaft straightness, suction bell and bowl register diameters and clearances. Note problems, special conditions, and/or unusual wear or corrosion, determine if bowl casting registers should be six pad welded and re-machined.
- On column and shafting components, measure and record bearing bore and shaft journal diameters and resulting clearances, shaft straightness, shaft to coupling fits, column flange register diameters and clearances, and discharge head register diameters and clearances. Note problems, special conditions, and/or unusual wear or corrosion. Determine if column flange or discharge head flange registers should be six pad welded and re-machined.

3. Horizontal Split Case Pumps (HSC):

- Prior to disassembly measure and record critical dimensions and produce an as Found general arrangement drawing of the pump rotating element showing position of impeller, sleeves, seals, and bearings. If possible, measure and record wear ring clearances at 0°, 90°, and 180°.
- Remove rotating element from case and inspect wetted surfaces of upper and lower casing halves.
- Inspect stuffing box and mechanical seals and record observations.
- Measure and record wear ring diameters and resulting clearances, bearing housing bores, sleeve diameters, and impeller diameter. Review case wear ring roundness in lower casing half, and it their free states.
- Remove sleeves and impeller from shaft. Record impeller bore and shaft diameter at the impeller. Visually inspect key seats and keys, and report condition.
- Check shaft for straightness.

4. Vertical Overhung Bearing Pumps (VOP):

- Prior to disassembly measure and record critical dimensions and produce an as Found general arrangement drawing of the pump rotating element showing position of impeller, sleeve, and bearings.

If possible, measure and record wear ring clearances at 0°, 90°, and 180°.

- Remove rotating element from volute and inspect all wetted surfaces for pitting from corrosion or erosion.
- Inspect stuffing box and record observations.
- Measure and record wear ring diameters, clearances, and condition. Record bearing housing bores, sleeve diameters, and impeller diameters.
- Remove impeller and sleeve from shaft. Record impeller bore and shaft diameter at the impeller. Visually inspect key-seats and keys, and report condition.
- Check shaft for straightness.

5. Vertical Submersible Pumps (SUBM):

- Prior to disassembly measure and record critical dimensions and produce an as Found general arrangement drawing of the pump rotating element showing position of impeller, sleeve, and bearings.
- Remove rotating element from volute and inspect all wetted surfaces for pitting from corrosion or erosion.
- Inspect seals and seal area and record observations.
- Measure and record wear ring diameters, clearances, and condition. Record bearing housing bores, sleeve diameters, and impeller diameters.
- Remove impeller and sleeve from shaft. Record impeller bore and shaft diameter at the impeller. Visually inspect key seats and keys, and report condition.
- Check shaft/rotor for straightness.

Motors

1. Vertical & Horizontal Motors:

- Receive, unload, visually inspect, and document as received conditions including digital photos.

- Perform no load run and test at full voltage, and record vibration and electrical data.
- Perform offline motor test including surge, hi-pot, PI, megger, resistance, impedance, inductance, phase angle, current, voltage, frequency.
- Disassemble motor complete.
- Clean components as needed and perform incoming inspections and static testing.
- Measure and record dimensions of bearing bores for proper diametrical clearance or interference fits.
- Measure and record shaft journal and shaft seal dimensions.
- Measure and record dimensions of bearings, bearing housings, and seals.
- Measure and record rotor total indicated runout at coupling, bearing journals, and rotor end rings.
- Visually inspect stator ties, wedges, coils, leads, lugs, and bracing system.
- Visually inspect for loose or broken rotor bars.
- Visually inspect end rings for signs of cracking.
- Inspect and test stator temperature detectors and bearing temperature detectors if equipped.
- Inspect and test space heaters.
- Record results. Note any problems, special conditions, and/or unusual wear or corrosion.
- Furnish report with photos, inspection results, conclusions, and recommendations within 10 working days of receiving the pump.

J. Standard Repair Work Scopes

Pumps

1. Vertical Turbine Pump (VTP):

- Clean, polish, and straighten bowl shaft to 0.003" TIR or better at the top, middle, and bottom of shaft. Face line shaft end perpendicular to shaft centerline.
- Perform one or two plane dynamic balance on impeller(s) to meet ISO Grade G2.5 or better balance grade.
- Remove bearing from suction bell. Grit blast bell to SSPC-SP-10 Near White. Coat the interior and exterior of the suction bell with TNEMEC Series 140 Pota-Pox potable water epoxy to a dry film thickness of 12 mils dft. Top coat color to be Tank White. Make a new bronze suction bell bearing and install.
- Remove bearing from bowl(s). Remove the case wear ring(s) from the bowl(s). Grit blast bell to SSPC-SP-10 Near White. Coat the interior and exterior of bowl(s) with TNEMEC Series 140 Pota-Pox potable water epoxy to a dry film thickness of 12 mils dft. Top coat color to be Tank White. Make a new bronze bowl bearing and install. Make a new bronze case wear ring and install.
- Assemble bowl assembly.
- Clean, polish, and straighten line shafts and head shaft to 0.003" TIR or better at the top, middle, and bottom of shafts. If journals are worn, plan to flip shafts end for end to establish a new journal area. Face both ends of each line shaft and the bottom end of head shaft to be perpendicular to shaft centerlines.
- Remove column bearings. Grit blast each column to SSPC-SP-10 Near White. Coat inside and outside of each column in the non-machined areas with TNEMEC Series 140 Pota-Pox potable water epoxy to a dry film thickness of 12 mils dft. Top coat color to be Tank White.
- Replace line shaft bearings with like material. If bearings are rubber, use nitrile "low-swell" compound.
- Remove stuffing box bearing from stuffing box.
- Grit blast stuffing box and discharge head to SSPC-SP-10 Near White. Coat inside and outside of discharge head and stuffing box in the non-machined areas with TNEMEC Series 140 Pota-Pox potable water epoxy to a dry film thickness of 12 mils dft. Top coat color to be Tank White.
- Make and install new bronze stuffing box bearing.

- Assemble unit and install stuffing box. Use RAINS-FLO GFM tin based packing system.

2. Horizontal Split Case Pump (HSC):

- Clean, polish, and straighten pump shaft to 0.003" TIR anywhere on the shaft.
- Perform one or two plane dynamic balance on impeller(s) to meet ISO Grade G2.5 balance grade or better.
- Grit blast cases to SSPC-SP-10 Near White. Coat the interior and exterior of the cases with TNEMEC Series 140 Pota-Pox potable water epoxy to a dry film thickness of 12 mils dft. Top coat color to be Tank White on interior. Match original coating and color on exterior.
- Replace bearings, lip seals and/or bearing protectors, o-rings, and gaskets.
- Replace impeller wear rings.
- Replace packing. If mechanical seal, re-manufacture seal with replacement rotating and stationary faces and elastomers.
- Assemble rotating assembly and install in case.
- If pump has mechanical seals, hydro-test casing to the greater of 200% of B.E.P. head or 150% of S.O.H for 5 minutes without leaks.

3. Vertical Overhung Bearing Pump (VOP):

- Clean, polish, and straighten pump shaft to 0.003" Teardown, Inspect and Repair (TIR) anywhere on the shaft.
- Perform one or two plane dynamic balance on impeller(s) to meet ISO Grade G2.5 balance grade or better.
- Grit blast volute, stuffing box housing, and bearing housing to SSPC-SP-10 Near White. Coat the interior and exterior of the cases with TNEMEC Series 140 Pota-Pox potable water epoxy to a dry film thickness of 12 mils dft. Top coat color to be Tank White on interior. Match original coating and color on exterior.
- Replace bearings, lip seals and/or bearing protectors, O-rings, and gaskets.

- Re-machine case and/or impeller wear rings.
- Replace packing. If mechanical seal, re-manufacture seal with replacement rotating and stationary faces and elastomers.
- Assemble rotating assembly and install in case.
- If pump has mechanical seals, hydro-test casing to the greater of 200% of B.E.P. head or 150% of S.O.H for 5 minutes without leaks.

Motors

1. Vertical & Horizontal Motors:

- Clean and oven dry stator and rotor.
- Dip, perform VPI process and bake winding if necessary.
- Coat winding and rotor with insulating paint.
- Dynamically balance rotor to ISO G2.5 precision grade balance or better.
- Replace bearing, lip seals, and/or bearing protectors.
- Reassemble motor for running test.
- Perform running test at rated voltage, no load.
- Monitor and record electrical data.
- Monitor and record temperatures (bearings and windings).
- Monitor and record vibration amplitudes (filtered and unfiltered).
- Match coating and color on motor exterior.
- Prepare for return freight.

K. Field, Service, Component, and Material Requirements:

1. Replacement components shall be fabricated to the original design unless otherwise specified by the Contract Administrator.
2. Components shall be checked for concentricity and trueness.

3. Modifications to components or materials shall not be proposed that would decrease a pump's performance, thermal or mechanical durability, or negatively impact the pump operation.
4. Contractors, may be required to fabricate custom parts not readily available from the original manufacturer, however, City of Corpus Christi, prefers OEM parts if available.
5. Contractor shall clean associated lubrication systems and cover oil exposed piping, cavities or reservoirs with plastic and tape or other alternative effective measures to prevent moisture and containments from entering the system during storage and transport.
6. During re-assembly, Contractor shall coat fastener threads with a durable anti-corrosion / anti-seize compound unless otherwise specified by the City Contract Administrator.
7. Contractor may use high-pressure water to clean surface in preparation for inspection.
8. Contractor shall contact the City Contract Administrator for approval prior to using another blast media.
9. The Contractor's facilities may be subject to inspection at any-time by a representative of the City of Corpus Christi.
10. Contractor must be able to provide field and technical support.
11. The Contractor must have the ability to provide on-site training as may be required by the City of Corpus Christi.
12. Authorization for work, **(Release Order)**, will be sent by Contract Administrator to Contractor via e-mail.

- L. City of Corpus Christi reserves the right to inspect pump and / or motor at any time during the course of the repair.

- M. City of Corpus Christi reserves the right to audit contractor's project costs at any time during contract duration.
- N. City of Corpus Christi reserves the right to use third party inspection services when deemed appropriate, however the City will pay for these services.
- O. City of Corpus Christi equipment in Contractor's possession must be properly stored and secured at all times; as well as loading / unloading must be done by Contractor's personnel.
- P. For warranted work the Contractor must make arrangements to pick up equipment within five working days, **(No Exceptions)**, after notification and return the equipment to the City within 10 working days, **(No Exceptions)**, after receipt and installation of all parts necessary to perform the repair.
- Q. Overtime hours for labor must be authorized in writing by the Contract Administrator prior to commencement.
- R. If the Contractor finds that the total cost of repairs for labor and parts would exceed 60% of the equipment replacement cost, the City Contractor Administrator shall be notified prior to repairs commencing in order for a decision to be made to repair or replace. If repairs are approved, this will be completed in writing by the Contract Administrator.
- S. The Contractor will make a reasonable attempt to obtain parts at the lowest price possible.
- T. For parts and material with a unit price of greater than \$250.00 the Contractor **must** submit supporting documentation of pricing to include shipping charges and any mark-up costs as allowed by contract.
- U. Shipment preparation shall include the following:
 - 1. Contractor shall ship the equipment empty (free of lubricants) but shall tag all lubrication points on equipment to indicate the lubricant must be added prior to running the equipment.
 - 2. Unprotected metal surfaces shall be protected against corrosion. Pump and components shall be secured and supported to prevent damages during shipping.
 - 3. All pump openings shall be covered adequately to protect pump during shipment.

4. Contractor shall contact The Contract Administrator, at earliest opportunity of completion of work, to coordinate delivery and allow at least two working days for The Contract Administrator to arrange scheduling.
5. All equipment shall be shipped FOB Destination. The Contract Administrator may refuse to unload and/or accept equipment damaged in transit.
6. Contractor shall be liable for all return shipping costs resulting from damages in transits and is solely responsible for pursuing all damage claims from transport services provider.

1.3 Work Site Locations and Conditions

O.N. Stevens WFP / Booster Pump Station Large Volume Pump Inventory

A. Below is a list of the Water Treatment Plant Equipment, which includes the raw water pump stations and the various booster pump stations and Pumps within O.N. Stevens Water Filtration Plant and Raw Water Complex (Nueces River).

B. Raw Water Building One (Nueces Raw Water Complex):

Motors

Raw Water Motor 3	General Electric VSS motor, 400 HP, 885 RPM, 4160 V / 3PH
Raw Water Motor 4	General Electric VSS motor, 400 HP, 885 RPM, 4160 V / 3PH

Raw Water Pumps

Raw Water Pump 3	Byron Jackson Vertical Turbine / 36RXM-1 Stage
Raw Water Pump 4	Byron Jackson Vertical Turbine / 36RXM-1 Stage

C. Raw Water Building Two:

Motors

Raw Water Motor 7	Westinghouse Vertical Solid Shaft Motor, 800 HP, 592 RPM, 4160 V/3 PH
Raw Water Motor 8	Westinghouse Vertical Solid Shaft Motor, 800 HP, 592 RPM, 4160 V/3 PH

Raw Water Motor 9	Westinghouse Vertical Solid Shaft Motor, 800 HP, 592 RPM, 4160 V/3 PH
Raw Water Motor 10	Teco Vertical Solid Shaft Motor, 800 HP, 590 RPM, 4160 V/3 PH

Raw Water Pumps

Raw Water Pump 7	Fairbanks Morse 24" X 30" 5712 Vertical Overhung Dry pit Pump, Rated Condition: 22000 GPM @ 115 FT TDH
Raw Water Pump 8	Fairbanks Morse 24" X 30" 5712 Vertical Overhung Dry pit Pump, Rated Condition: 22000 GPM @ 115 FT TDH
Raw Water Pump 9	Fairbanks Morse 24" X 30" 5712 Vertical Overhung Dry pit Pump, Rated Condition: 22000 GPM @ 115 FT TDH
Raw Water Pump 10	Fairbanks Morse 24" X 30" 5712 Vertical Overhung Dry pit Pump, Rated Condition: 22000 GPM @ 115 FT TDH

D. High Service Building One (Plant / Treated Water):

Motors

High Service 1 Motor 1	General Electric VSS Motor, 700 HP, 1185 RPM, 4160 V/3 PH
High Service 1 Motor 2	General Electric VSS Motor, 500 HP, 1185 RPM, 4160 V/3 PH
High Service 1 Motor 3	General Electric VSS Motor, 700 HP, 1185 RPM, 4160 V/3 PH
High Service 1 Motor 4	General Electric VSS Motor, 500 HP, 1185 RPM, 4160 V/3 PH
High Service 1 Motor 5	General Electric VSS Motor, 500 HP, 1185 RPM, 4160 V/3 PH
High Service 1 Motor 6	General Electric VSS Motor, 500 HP, 1185 RPM, 4160 V/3 PH
High Service 1 Motor 7	General Electric VSS Motor, 500 HP, 1185 RPM, 4160 V/3 PH

Pumps

High Service 1 Pump 1	BJ 32 RXL-2 Stage Vertical Turbine Pump, Rated Condition: 11,000 GPM @ 230 FT TDH
High Service 1 Pump 2	BJ 28 KXL-2 Stage Vertical Turbine Pump, Rated Condition: 7100 GPM @ 230 FT TDH

High Service 1 Pump 3	BJ 32 RXL-2 Stage Vertical Turbine Pump, Rated Condition: 11,000 GPM @ 230 FT TDH
High Service 1 Pump 4	BJ 28 KXL-2 Stage Vertical Turbine Pump, Rated Condition: 7100 GPM @ 230 FT TDH
High Service 1 Pump 5	BJ 28 KXL-2 Stage Vertical Turbine Pump, Rated Condition: 7100 GPM @ 230 FT TDH
High Service 1 Pump 6	BJ 28 KXL-2 Stage Vertical Turbine Pump, Rated Condition: 7100 GPM @ 230 FT TDH
High Service 1 Pump 7	BJ 28 KXL-2 Stage Vertical Turbine Pump, Rated Condition: 7100 GPM @ 190 FT TDH

E. High Service Building Two (Plant / Treated Water):

Motors

High Service 2 Motor 8	Teco Westinghouse Horizontal Induction Motor, 1500 HP, 890 RPM, 4160 V/3 PH
High Service 2 Motor 9	Teco Westinghouse Horizontal Induction Motor, 1500 HP, 890 RPM, 4160 V/3 PH
High Service 2 Motor 10	Teco Westinghouse Horizontal Induction Motor, 1500 HP, 890 RPM, 4160 V/3 PH
High Service 2 Motor 11	Teco Westinghouse Horizontal Induction Motor, 1500 HP, 890 RPM, 4160 V/3 PH

Pumps

High Service 2 Pump 8	Flowserve 400LNN800 Horizontal Split Case Pump, Rated Condition: 17,000 GPM @ 240 FT TDH
High Service 2 Pump 9	Flowserve 400LNN800 Horizontal Split Case Pump, Rated Condition: 17,000 GPM @ 240 FT TDH
High Service 2 Pump 10	Flowserve 400LNN800 Horizontal Split Case Pump, Rated Condition: 17,000 GPM @ 240 FT TDH
High Service 2 Pump 11	Flowserve 400LNN800 Horizontal Split Case Pump, Rated Condition: 17,000 GPM @ 240 FT TDH

F. Low Lift Pumps (Raw Water / Pre-Sed Basin):

Motors

Low Lift Motor 1	US VHS Motor, 125 HP, 885 RPM, 460 V/3 PH
Low Lift Motor 2	US VHS Motor, 125 HP, 885 RPM, 460 V/3 PH
Low Lift Motor 3	US VHS Motor, 125 HP, 885 RPM, 460 V/3 PH

Pumps

Low Lift Pump 1	Cascade 24P, 1 Stage Vertical Turbine Pump, Rated Condition: 15,200 GPM @ 21.9 FT TDH
Low Lift Pump 2	Cascade 24P, 1 Stage Vertical Turbine Pump, Rated Condition: 15,200 GPM @ 21.9 FT TDH
Low Lift Pump 3	Cascade 24P, 1 Stage Vertical Turbine Pump, Rated Condition: 15,200 GPM @ 21.9 FT TDH

G. Wash Water Pumps (Plant / Treated Water – Filter Backwash):

Motors

Wash Water Motor 3	GE VSS Motor, 200 HP, 1190 RPM, 4160 V/3 PH
Wash Water Motor 5	GE VSS Motor, 200 HP, 1190 RPM, 4160 V/3 PH
Wash Water Motor 7	GE VSS Motor, 200 HP, 1190 RPM, 4160 V/3 PH

Pumps

Wash Water Pump 3	Peerless 24HH-OH-1 Stage Vertical Turbine Pump, Rated Condition: 9000 GPM @ 71 FT TDH
Wash Water Pump 5	Peerless 24HH-OH-1 Stage Vertical Turbine Pump, Rated Condition: 9000 GPM @ 71 FT TDH
Wash Water Pump 7	Peerless 24HH-OH-1 Stage Vertical Turbine Pump, Rated Condition: 9000 GPM @ 71 FT TDH

H. Wash Water Return Pit Submersible Pumps (Recycle Water from Backwash):

Flygt Submersible 341	185 HP, RPM 1780, Rated Condition: 3440 GPM
Flygt Submersible 330	110 HP, RPM 1185, Rated Condition: 2740 GPM

Flygt Submersible 340	110 HP, RPM 1185, Rated Condition: 2740 GPM
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I. Recycle Pond Submersible Pumps (Recycle Lagoon to Pre-Sed Basin):

Flygt Submersible	525 HP, 1165 RPM, 57 TDH, Rated Condition: 1500 GPM
Flygt Submersible	525 HP, 1165 RPM, 57 TDH, Rated Condition: 1500 GPM
Flygt Submersible	525 HP, 1165 RPM, 57 TDH, Rated Condition: 1500 GPM

Booster Pump Station Complexes (Outside of ONS – Throughout City)

A. Staples Booster Pump Station (Treated Water):

Motors

Motor 1	Marathon Horizontal Induction Motor, 200 HP, 1785 RPM, 460 V/3 PH
Motor 2	Marathon Horizontal Induction Motor, 200 HP, 1785 RPM, 460 V/3 PH

Pumps

Pump 1	Fairbanks Morse 2823A Horizontal Split Case Pump, Rated Condition: 3475 GPM @ 155 FT TDH
Pump 2	Fairbanks Morse 2823A Horizontal Split Case Pump, Rated Condition: 3475 GPM @ 155 FT TDH

B. Navigation Booster Pump Station (Treated Water):

Motors

Motor 1	US Motor Horizontal Induction Motor, 350 HP, 890 RPM, 460 V/3PH
Motor 2	US Motor Horizontal Induction Motor, 350 HP, 890 RPM, 460 V/3PH
Motor 3	US Motor Horizontal Induction Motor, 350 HP, 890 RPM, 460 V/3PH

Pumps

Pump 1	Flowserve 350LNN725 Horizontal Split Case Pump, Rated Condition: 7000 GPM @ 140 TDH
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Pump 2	Flowserve 350LNN725 Horizontal Split Case Pump, Rated Condition: 7000 GPM @ 140 TDH
Pump 3	Flowserve 350LNN725 Horizontal Split Case Pump, Rated Condition: 7000 GPM @ 140 TDH

C. Sand Dollar Booster Pump Station (Treated Water):

Motors

Motor 1	Marathon Horizontal Induction Motor, 300 HP, 1785 RPM, 460 V/3PH
Motor 2	Marathon Horizontal Induction Motor, 300 HP, 1785 RPM, 460 V/3PH
Motor 3	Teco-Westinghouse, 300HP, 1765 RPM, 460 V/3PH

Pumps

Pump 1	Flowserve 10LR-17B Horizontal Split Case Pump
Pump 2	Flowserve 10LR-17B Horizontal Split Case Pump
Pump 3	Flowserve 10LR-17B Horizontal Split Case Pump

D. Holly Booster Pump Station (Treated Water):

Motors

Large Induction Motor / Horizontal #2	250 HP, 1180 RPM
Large Induction Motor / Horizontal #3	300 HP, 1180 RPM

Pumps

Allis Chalmers, HSC, #2	5000 GPM, TDH 140
Allis Chalmers, HSC, #3	7000 GPM, TDH 140

1.4 Contractor Quality Control and Superintendence

- A. 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.
- B. Contractor shall quality inspect Pump and Motor Repairs, Re-Manufacturing Services, and Post Repair Field Testing prior to return to the City.

- C. Quality Assurance package will be required with each repair. Documentation for Quality Control (QC). A tear-down and inspection report (TIR), support with dimensions, clearances, alignments, fits, OEM tolerances and photographs shall accompany each estimate.
- D. Upon completion of each repair, the Contractor shall submit a final Repair Report/QC documents. This can be an electronic copy in Adobe PDF format or Contractor maintains a database of repair reports on Adobe PDF format, accessible to The Contract Administrator over the internet.
- E. Contractor shall provide this QC report no later than thirty (30) calendar days after completion of each repair. The final repair report shall, at a minimum document the work performed including, but not limited to the following:
1. As-received running and test reports
 2. As-received TIR, including possible root causes of failure if they can be established.
 3. Dimensional as-received checks
 4. Description of all work performed
 5. Description of parts installed
 6. Description of modified, redesigned or repaired parts.
 7. Babbit bearing test reports
 8. Results of any testing performed
 9. Pump performance curves, when available
 10. Final balance report
 11. Shop and fabricate drawings
 12. Digital photographs of relevant as-found conditions, after cleaning and during final assembly
 13. SDS as required
 14. Material Certifications
- F. Contractor shall submit a monthly status report, no later than 10 calendar days after the last day of each month in Adobe PDF format or maintain a database of status report in Adobe PDF format, accessible to The Contract Administrator over the internet.
1. This report shall be in tabular/log format using MS Project, MS Excel or MS Word, listing all active and completed work, and shall contain the following information for each repair:
 - Date Contractor was notified of repair.

- Date the component was picked up at jobsite, and received at the Contractor's facility.
- Date the repair recommendation and estimate was provided to The Contract Administrator.
- Date the Contractor received The Contract Administrator response, indicating Contract Administrator's acceptance or decline for repairs.
- Date PO number was received, authoring execution of work
- Repair estimate amount.
- Projected and actual repair completion and delivery dates
- Invoiced amount.
- Date of invoice.
- Date payment was received for completed work.
- If the existing pump nameplate is illegible, a new nameplate shall be supplied. Nameplates shall be made of corrosion resistant metal and have stamped or engraved lettering.

1.5 Special Instructions

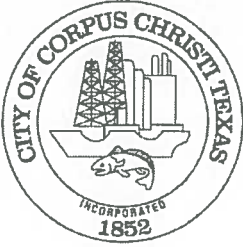
A. Contractors invoice for payment for work performed must follow the instructions provided by the City. The following instructions are minimal requirements and can be changed based on the City's accounting needs. Contractor's standard invoicing format may be used if it meets all the City's requirements. The invoice must contain the follow information:

1. Release Order number
2. Pump/Motor station name, model and serial numbers
3. Invoice number
4. Invoice date
5. Description of service
6. Bill of materials
7. Invoice total
8. Contractor's name and address
9. Contractor's contact with phone number and email address
10. Contractor will be required to attach copies of all invoices for parts and materials (to include % of mark-up) to each repair invoice.
11. Other items required for invoicing for payment for the contract:
 - Date of Order, Completion Date, Billing Date.
 - Name(s) of the Contract Administrator representative ordering repair.
 - Location of service (Shop or where in the field)

- Equipment worked on and Serial Number (S/N)
- Position, hourly rate (as per the bid), and total hours used. This should be broken down by Open and Inspect, repairs, install or disassembly charges,
- Any shipping costs
- Total cost

12. Note that payment may be withheld by the Contract Administrator or until all of the above information is received and verified.

B. Pricing shall include: costs to pick up, repair, and deliver or equipment back to The Contract Administrator. Service calls during the warranty period shall also be at no charge, unless the problem does not pertain to defect in workmanship and/or materials.



CITY OF CORPUS CHRISTI
BID FORM
 PURCHASING DIVISION
RFB No. 1048, Pump and Motor Repair for
Utilities Water Department

PAGE 1 OF 1

Date: May 9, 2017Bidder: Smith Pump Company, Inc.Authorized
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 purchasing 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 required governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	Unit	Qty.		Total Price
Parts/ Materials			Estimated Parts	Markup	
1	Parts / Materials Markup *	EA	\$87,000.00	% 20	\$ 104,400
2	Shipping Allowance for parts/materials	EA	\$50,000.00		\$50,000.00
Labor				Unit Price	Total Price
3	Shop Mechanic (ST)	HRS	690	\$ 76. ⁰⁰	\$ 52,440. ⁰⁰
4	Shop Mechanic (OT)	HRS	80	\$ 114. ⁰⁰	\$ 9,120. ⁰⁰
5	Field Service (ST)	HRS	480	\$ 80. ⁰⁰	\$ 38,400. ⁰⁰
6	Field Service (OT)	HRS	100	\$ 120. ⁰⁰	\$ 13,200. ⁰⁰
7	Engineer, Shop (ST)	HRS	280	\$ 91. ⁰⁰	\$ 25,480. ⁰⁰
8	Engineer, Shop (OT)	HRS	10	\$ 136. ⁵⁰	\$ 1,365. ⁰⁰
9	Engineer, Field (ST)	HRS	60	\$ 91. ⁰⁰	\$ 5,460. ⁰⁰
10	Engineer, Field (OT)	HRS	10	\$ 136. ⁵⁰	\$ 1,365. ⁰⁰
Total					\$ 301,230. ⁰⁰

*Total Price will be \$87,000.00 plus markup.

Attachment C -Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance 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 **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	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 \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employers Liability	\$500,000/\$500,000/\$500,000

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

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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- 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 renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, 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, cancellation, non-renewal, material change or termination 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 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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2017 Insurance Requirements
Utilities
Pump and Motor Repair
01/04/17 cg Risk Management

Attachment C – Bond Requirements

No bond requirements necessary for this service agreement; Section 5. (B) is null for this service agreement.

Attachment D – Warranty Requirements

Warranty: Smith Pump Company (“SPCO”) warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO’s sole obligation and the City’s sole remedy under this warranty is repair or replacement at SPCO’s election. The City agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of the City.

Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant new equipment supplied or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO’s written recommendations. The City must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.

SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO’s instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to the City, (4) damage caused by failure of an SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).