

## SERVICE AGREEMENT NO. 1393

### Purchase of Pump, Motor and Services for the Utilities Department - Flygt

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

WHEREAS, Contractor has bid to provide Purchase of Pump, Motor and Services for the Utilities Department - Flygt in response to Request for Bid/Proposal No. N/A ("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 Purchase of Pump, Motor and Services for the Utilities Department - Flygt ("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 12 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 \$484,437.50, 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: Joanna Moreno  
Department: Utilities  
Phone: (361) 826-1649  
Email: joannam@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 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
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: Joanna Moreno  
Title: Contract Administrator  
Address: 2726 Holly Rd. Corpus Christi, Texas 78415  
Fax: (361)826-1715

**IF TO CONTRACTOR:**

Xylem Water Solutions USA, Inc  
Attn: Frank Pardo  
Sales Representative  
1929 Saratoga Blvd.#29, Corpus Christi, Texas 78417  
Fax: (361) 225-2965

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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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 and Bond Requirements

Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

Exhibit 1: RFB/RFP No. N/A

Exhibit 2: Contractor's Bid/Proposal Response

## Attachment A- Scope of Work

### 4.1 General Requirements

The Contractor shall provide pump and motor repairs and sales for all Flygt brand pumps/motors at Wastewater Lift Stations, Wastewater Treatment Plants, and Stormwater Pump Stations for the City of Corpus Christi Utilities Department-Wastewater and Stormwater Divisions.

### 4.2 Scope of work

#### A. Repairs

- a. The City's pump inventory, outlined in Section 4.3, consists of approximately 253 Flygt pump/motor units, with HP range and distribution as follows:

<u>HP Range</u>	<u>Percentage</u>
2.2 – 25	69%
26 – 50	24%
75 – 215	7%

- b. The Contractor's work performance for pump and motor repair will include, but is not limited to, disassembly, repair, and remanufacturing on centrifugal and submersible pumps and motors from 2 - 215 HP rating.
- c. 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.
- d. The City will deliver the equipment for repair, and will pick-up equipment when the repair is complete.
- e. 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.
- f. The repair estimate/quote shall be submitted electronically in PDF format via email and itemized as follows:
1. 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.
  2. Shipping costs for parts/materials
  3. Costs to expedite parts/materials, if requested and approved by a City representative.
  4. List of parts/components to be replaced
  5. Parts/materials mark-up
  6. Hourly labor costs, to include Straight Time and Overtime (if approved)
  7. Equipment replacement cost and lead time for new equipment

- g. 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.
- h. All parts shall be equivalent to or better than original equipment manufacturer (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.
- i. The Contractor shall make a reasonable attempt to obtain parts at the lowest possible price.
- j. All repairs shall be in accordance with current pump and/or motor nameplate data and conditions, drawings, standards and/or OEM specification(s).
- k. 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.
- l. 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.
- m. Authorization for work will be sent by Work Coordinator(s) or Utilities Systems Manager to Contractor via email or phone.
- n. Overtime hours must be authorized in writing by a City representative.
- o. The Contractor shall provide a 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, and voltage.

#### C. 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.

#### 4.3 Work Site Locations and Conditions

<b>Lift Station #</b>	<b>Lift Station Name</b>	<b>Address</b>	<b># of Pumps</b>	<b>HP</b>
1	Wood River	4601 Spring Creek Dr.	3	88
2	River Canyon	13842 River Ridge Dr.	2	20
3	Cynthia	5210 Cynthia St.	2	3
4	Ramos	4810 Ramos	2	3
5	Sharpsburg	4412 Sharpsburg Rd.	3	44
6	Highway 77	3386 County Road 52	2	3
7	Nueces Acres	11501 Haven Dr.	2	10
8	Solar Estates	9201 Moonlight St.	2	5
9	Clarkwood North	2001 Clarkwood Road	2	47
10	De Dietrich	150 McKenzie Road	2	10
11	Northwest Crossing	1921 Oregon Trail	3	30
12	Clarkwood South	1025 Clarkwood Road	2	20
13	Lakes Northwest	3614 Perfection Lake	2	20
14	Highway Nine	6724 Leopard Street	2	20
15	Airport	International Airport	2	47
16	Levi County Jail	745 N.P.I.D.	2	7.5
17	Coastal Meadows	6868 Old Brownsville Rd.	2	10
18	Arcadia	2221 S. Staples St.	5	2-20; 3-47
19	Port/Pearse	Port/Pearse	6	2-25; 4-75
20	Trojan	1901 Trojan Avenue	2	2.5
21	Greenwood WWTP	6541 Greenwood Dr.	10	35
22	Sacky	3200 Sacky Street	3	25
23	Kostoryz	6261 Kostoryz Rd.	3	35
24	Rose Acres	2946 FM 763	2	7.5
25	Charlie's Place	5505 McBride Ln.	2	2.4
26	Nueces Bay	2100 Nueces Bay Blvd.	2	3
27	Rincon North "B"	Rincon Ind. West of H.W. 181	2	5
28	Rincon North "A"	Rincon Ind. West of H.W. 181	2	5
29	North Beach "E"	702 Enchanted Harbor	2	5
30	North Beach "B"	3002 Timon Blvd.	3	30
31	North Beach "C"	3818 Surfside	3	10
32	North Beach "D"	4320 Timon Blvd.	2	10
33	Resaca	945 Resaca St.	6	215
34	Coopers Alley "L" Head	200 S. Shoreline Blvd.	2	3 & 5

<b>Lift Station #</b>	<b>Lift Station Name</b>	<b>Address</b>	<b># of Pumps</b>	<b>HP</b>
35	Magee Beach	500 S. Shoreline Blvd.	2	2.5
36	Cole Park	1500 Ocean Drive	2	5
37	Bay Drive	7845 Bay Drive	3	10
38	Oleander	2900 Ocean Drive	1	3
39	Wooldridge II	8001 Wooldridge Rd.	2	10
40	Everhart/Staples	780 Everhart Rd.	3	20
41	Starry	7701 Starry Lane	2	47
42	Slough	7924 Slough Road	2	7.5
43	Webers Glen	4051 Aaron	2	20
44	The Lakes	7335 Everhart Road	3	20
45	Station 5	6528 S. Staples	3	45
46	Buckingham	7101 S. Staples	2	20
47	Cimarron	7401 Cimarron	2	20
48	Kings Crossing	8401 Cimarron	2	10
49	Airline	3302 Airline	2	20
50	TAMU-CC	6300 Ocean Dr.	2	9.4
51	Pelican Bay	1418 Ennis Joslin	2	5
52	Greenfields by the Bay	7310 Canadian Dr.	3	30
53	Sugar Tree	8050 S.P.I.D.	2	20
54	Anchor Harbor	8102 S.P.I.D.	2	10
55	Jamaica	2902 Jamaica	3	30
56	Turtle Cove	9547 Blue Jay St.	2	20
57	Wal-Mart	9441 S.P.I.D.	2	7.5
58	Flour Bluff	2326 Flour Bluff Dr.	2	20
59	Rhetta Place	2442 Vialoux	2	5
60	Waldron	610 Blossum	3	35
61	Purdue	630 Purdue	2	7.5
62	Gateway Park	1143 Laguna Shores	2	2.6
63	Laguna Shores	2902 Laguna Shores Rd.	4	47
64	Riviera	138 Riviera	2	18
65	Rex	4046 Whitely	2	5
66	Kennedy Causeway	13301 S.P.I.D.	2	5
67	Seahorse	14300 Dorsel Street	2	5
68	Swordfish	14500 Swordfish Street	2	5
69	Jackfish	14124 Jackfish Street	2	20
70	Verdemar	14501 Verdemar Street	2	7.5
71	Park Road 53	11125 Park Road 53	2	2.2
72	Tesoro	13618 Port Royal Ct.	2	5
73	Cumana	15600 Cumana Street	2	5
74	Coquina Bay	13921 Sea Pines Blvd.	2	5
75	Sea Pines	14192 Sea Pines Blvd.	2	7.5
76	Gypsy	15601 Gypsy Street	2	10
77	Padre Island Section 4	14201 Whitecap Blvd.	2	10
78	Lake Padre South	14501 Whitecap Blvd.	2	20

<b>Lift Station #</b>	<b>Lift Station Name</b>	<b>Address</b>	<b># of Pumps</b>	<b>HP</b>
79	Leeward	14865 Runninglight Drive	2	20
80	Zahn	125 Zahn Rd.	2	23
81	JFK Causeway II	13317 S.P.I.D.	2	5

<b>WWTP #</b>	<b>Plant Name</b>	<b>Address</b>	<b># of Pumps</b>	<b>HP (Range)</b>
1	Allison WWTP	4104 Allison Dr.	12	5 - 25
2	Greenwood WWTP	6541 Greenwood Dr.	9	5 - 25
3	Laguna Madre WWTP	201 Jester	6	5 - 25
4	Oso WWTP	601 Nile	21	5 - 25
5	Whitecap	13409 Whitecap Blvd.	2	5 - 25

<b>SW Pump Station #</b>	<b>Pump Station Name</b>	<b>Address</b>	<b># of Pumps</b>	<b>HP (Range)</b>
1	Kinney St. Pump Station	302 N. Shoreline Blvd.	7	5 - 25

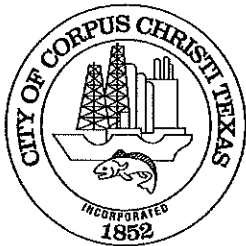
#### **4.4 Special Instructions**

The Contractor's invoice for payment must contain the following information:

1. Purchase Order (PO) number
2. Location and 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 (to include % of mark-up) for each repair invoice
7. Total hours billed, itemized by position and hourly rate
8. Shipping costs
9. Authorizing City representative

#### **4.5 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-BID/PRICING SCHEDULE

### CITY OF CORPUS CHRISTI BID FORM

1. Refer to "Sample Service Agreement" Contract Terms and Conditions before completing bid.
2. Quote your best price, including freight, for each item.
3. In submitting this bid, Bidder certifies that 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.

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

Item #	Description	Unit	Qty	Unit Price	Total Price
Parts / Materials			Estimated	Mark-up	
1	Parts/Materials*	EA	\$275,000.00	% 0	\$275,000.00
2	Shipping Allowance for Parts/Materials	EA	\$10,000.00		\$ 10,000.00
3	Environmental Fee Allowance	EA	\$5,000.00		\$ 5,000.00
Labor					
4	Shop Mechanic (ST) M-F 8:00 – 5:00	HR	1,700	\$ 100.00	\$ 170,000.00
5	Shop Mechanic(OT) Afterhours, Weekends, Holidays	HR	90	\$ 150.00	\$ 13,500.00
6	Field Tech (ST) M-F 8:00 – 5:00	HR	50	\$ 125.00	\$ 6,250.00
7	Field Tech (OT) Afterhours, Weekends, Holidays	HR	25	\$ 187.50	\$ 4,687.50
TOTAL					\$ 484,437.50

\*Total Price will be \$275,000 plus mark-up.

COMPANY: Xylem Water Solutions USA, Inc.

NAME OF PERSON AUTHORIZED TO SIGN: FRANK PARDO

ADDRESS: 2029 N. Lexington Blvd. CITY / STATE: Corpus Christi, TX

PHONE: 361. 808. 7867 EMAIL: frank.pardo@xyleminc.com

FAX: 361. 225. 2965 DATE: 10/4/17

SIGNATURE: Frank Pardo TITLE: SALES REP.

THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL BIDS. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE BIDS RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.

## 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 Administrator 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 GL, AL and WC if applicable. 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) Employers Liability	Statutory and complies with Part II of this Exhibit. \$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.

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 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 – Wastewater Lift Stations  
Pump and Motor Sales and Repairs  
07/10/2017 sw Risk Management

## Attachment D - Warranty Requirements



# WARRANTY

## Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

### COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

### MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

### WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



## **WARRANTY**

### **Xylem Water Solutions USA, Inc.**

#### **DISCLAIMERS:**

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

#### **LIMITATIONS:**

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

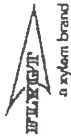
THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

#### **REQUIREMENTS:**

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



# **WARRANTY** **Xylem Water Solutions USA, Inc.**

## **ADDENDUM – WARRANTY COVERAGE BY PRODUCT**

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months	Months	Months
		1 - 3	4 - 9	10 - 36	37 - 60
Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers	3000 Series (CP NP DP CT NT CZ NZ LL) 4000 Series (SR, PP) 7000 Series (PL)	100%	100%	50%	25%
Flygt Standard Control Panels (FSCP)	Standard Control Panels (FSCP – permanently installed)	100% (From Ship Date)			
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR	LIMITED - 2 - YR		
Abrasion Corrosion Resistant & Chopper Grinder Pumps	3000 Series (MP MF MH FP FS FT HP HS) 5000 Series (HP HS) 6000/280 Series (DP DZ DT DS DF)	100%			
Dewatering Pumps	2000 Series (BS KS) 3000 Series (CS NS DS) 8000/280 Series (DS DF)	100% (From Ship Date)			
TOPS	Fiberglass Pump Station	100% (From Ship Date)			
Accessories	Permanent Portable	100% (From Ship Date)			
Hydro ejectors/Aerators	HE, JA	100%			
Portable Pump Controls TOPS Control Panels	Control Boxes Nolla, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)			
Small Pumps	3045 3057 SX	100% (From Ship Date)			
Parts - *	A - new Flygt parts (mechanical & electrical)	100% (From Ship Date)			

\* - Parts that fail while used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor. This includes Flygt pump controllers. Flygt supervision equipment, Flygt submersible level transducers etc.

