

SERVICE AGREEMENT NO. 4886

Motor and Clutch Repairs

THIS **Motor and Clutch Repairs Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Corpus Christi CD Electric LP dba C-D Electric ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Motor and Clutch Repairs in response to Request for Bid/Proposal No. 4886 ("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 Motor and Clutch Repairs ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.**
 - (A) The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
 - (B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$151,250.00, subject to approved extensions and changes. Payment will be made for Services provided and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance

with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

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

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

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

Name: Amanda Howard
Department: Corpus Christi Water
Phone: (361) 826-1894
Email: AmandaC@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

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

 - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
 - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
 - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City

Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Amanda Howard
Title: Contracts/Funds Administrator
Address: 2726 Holly Road, Corpus Christi, Texas 78415
Phone: (361) 826-1894
Fax: (361) 826-4495

IF TO CONTRACTOR:

Corpus Christi CD Electric LP dba C-D Electric
Attn: Chris Cunningham
Title: Office Manager
Address: 617 High Starr, Corpus Christi, Texas 78408
Phone: (361) 888-4133
Fax: (361) 882-3164

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

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

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.
- 28. Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the Consent Decree entered into as part of Civil Action No. 2:20-cv-00235, *United States of America and State of Texas v. City of Corpus Christi* in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special Conditions has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:
Signature: Chris Cunningham
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Printed Name: Chris Cunningham

Title: OFFICE MANAGER

Date: 7/14/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - Procurement

Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 4886
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements

- A. The Contractor shall provide motor and clutch repair to the various wastewater treatment plants, pump station and lift stations outlined in this scope of work.
- B. The work will be performed on an as needed basis.
- C. The Contractor shall provide labor, equipment, material, parts, and transportation necessary to perform the services.

1.2 Scope of Work

- A. The City's motor inventory for this contract, outlined in the Scope of Work, consists of approximately 107 motors (see table below) of various brands, with HP range from 10-500. Of this inventory, there are approximately 15 motor/clutch configurations. A large percentage of these motors consist of the following brands: TECO Westinghouse, GE, US Motors, Marathon and Baldor.
- B. The Contractor's work performance for motor and clutch repair will include, but is not limited to disassembly, inspection, repair, and remanufacturing.
- C. Typical motor repairs may include, but are not limited to stator, bearings, rotor, brushes, brush holder, slip rings, packing gland, strip heater evaluation, bearings, run vibration analysis, balance rotor, check mechanical fits, meg motor, and run motor winding analysis.
- D. Typical clutch repairs may include, but are not limited to rotor, slip rings, shaft, bearings, brushes, mandrel, and drum, and balancing of clutch to motor, including vibration analysis.
- E. To obtain accurate measurements and for non-destructive evaluation, the Contractor shall clean using steam, grit or solvent.
- F. As repairs are needed, the City will contact the Contractor via email and/or phone. The Contractor shall pick-up and deliver the motor and/or clutch.
- G. The Contractor shall submit a repair estimate for each repair within five business days after receipt of motor or clutch. The repair estimate shall include any noted problems, special conditions, inspection results, conclusion/recommendations, visual findings by drawings or digital photos.
- H. The repair estimate 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 10 business days, the Contractor must define the completion time, and outline the reason for the delay. Repairs shall be completed within 10 business days of receiving the purchase order (PO). A PO number will be submitted to the Contractor via email.
 2. Shipping costs for parts/materials
 3. Costs to expedite parts/materials, will be deducted from the shipping allowance, if requested and approved by a City Representative.
 4. List of parts/components to be repaired and/or replaced and costs of parts.
 5. Parts/materials mark-up as specified in the contract.
 6. Hourly labor costs at rates set by Contract, to include Regular Time, and Overtime (if approved).
 7. Motor and/or clutch replacement cost – If the Contractor deems items not repairable a replacement cost shall be submitted to the Work Coordinator. Replacement of motor and clutch may be bid separately.
- I. All parts shall be equivalent to or better than original equipment manufacturer (OEM) standards.
 - J. The Contractor shall make a reasonable attempt to obtain parts at the lowest possible price.
 - K. All repairs shall be in accordance with current motor and/or clutch nameplate data and conditions, drawings, standards and /or OEM specifications.
 - L. 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 motor and/or clutch.
 - M. After repairs, the motor and/or clutch shall be repainted to manufacturer's recommendation and specifications, in a color approved by a City Representative.
 - N. If the nameplate is not already marked, the Contractor shall mark the nameplate with the City's asset number before it is returned to the City.
 - O. Overtime hours must be authorized in writing by a City Representative.
 - P. 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.
 - Q. The City reserves the right to inspect the motor and clutch at any time during the repair.
 - R. The Contractor must be able to provide technical support as may be required by the City.

- S. The City reserves the right to audit the Contractor's project costs at any time during the Contract term.
- T. The City's equipment in the Contractor's possession must be properly stored and secured at all times.
- U. Where applicable the loading/unloading of the motors must be performed by the Contractor's personnel.

1.3 Invoicing

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

- A. Service Agreement number, Purchase Order (PO) number
- B. City Asset Number
- C. Location and address
- D. Model and serial number of equipment
- E. Description of service
- F. Bill of materials
- G. The Contractor is required to attach copies of all the invoices for parts/materials (to include % of markup, if applicable) for each invoice.
- H. The total hours billed, itemized by position and hourly rate as shown in Contract.
- I. Shipping costs at actual cost
- J. Name of authorizing City Representative

1.4 Contract Pricing

- A. The Contractor shall perform services on Corpus Christi Water equipment during normal working hours 8:00am to 5:00pm, Monday through Friday. The Contractor shall not work afterhours, Saturdays, Sundays, and holidays without prior approval from the Contract Administrator.
- B. Labor rate includes, but is not limited to labor, overhead, profit, and administrative costs.
- C. Onsite technical labor rate includes, but is not limited to labor, overhead, transportation, and administrative costs.
- D. Materials shall be provided to Corpus Christi Water at manufacturer cost, discount (if applicable), and mark up.
- E. All pricing shall be as outlined in the bid/pricing schedule.

1.5 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of

the Contract are provided as specified. The Contractor shall also provide supervision of the work to ensure it complies with the contract requirements.

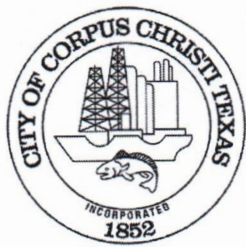
1.6 Work Site Locations

Pump locations are listed below. Corpus Christi Water reserves the right to add additional locations, as needed.

WWTP	Plant Name	Address	Number of Motors
1	Broadway	801 Resaca	7
2	Oso	601 Nile	21
3	Greenwood	6541 Greenwood	32
4	Allison	4101 Allison	4
5	Laguna Madre	201 Jester	11
6	Whitecap	13409 Whitecap	4
Lift Station	Lift Station Name	Address	Number of Motors
1	Up River Road	12300 Up River Rd	2
2	Allison	4101 Allison Dr.	1
3	Stillwell	8100 Stillwell Lane	1
4	Morgan	810 N. Brownlee Blvd.	1
5	People's "T" Head	Peoples St. "T" Head	1
6	Schanen	6102 Del Starr Dr.	2
7	Country Club	6300 Everhart	3
8	Wooldridge	6610 Wooldridge Rd.	2
9	Williams	6602 Williams Dr.	2

10	Oso WWTP #2	501 Nile Rd.	4
11	Perry Place	Thompson Rd.	2
12	Military & Jester	722 Jester St.	2
13	Aquarius	15000 Aquarius St.	2
14	Whitecap WWTP	13409 Whitecap Blvd.	3

Attachment B - Bid Pricing/ Schedule



**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM
RFB No. 4886
Motor and Clutch Repairs**

PAGE 1 OF 2

Date: 6/21/2023Bidder: C-D ElectricAuthorized
Signature: _____

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.
4. Bidders must not write over or revise the bid form. Bidders will be considered Non-Responsive if the bid form is modified.

Item	Description	Unit	Qty.	Unit Price	Total Price
1.	Shop labor normal hours, Monday to Friday – 8:00am-5:00pm Tear down, in-house inspection, testing, rebuild	Hrs.	300	\$ 60	\$ 18K
2.	Shop labor after hours, weekends, and holidays Tear down, in-house inspections, testing, rebuild	Hrs.	50	\$ 90	\$ 4500
3.	Pickup charge from City's location to Contractor business	Each	20	\$ 60	\$ 1200
4.	Delivery charge from Contractor's business to City's location	Each	30	\$ 60	\$ 1800

		Estimated Spend	Mark Up (%)	Estimated Spend + Mark up
5.	Parts/Materials	\$95,000	25 %	\$ 118,750
6.	Shipping allowance for parts/materials (includes expedited items)	\$7,000		\$7,000
Total				\$ 151,250

Attachment C - Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability including: 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
AUTOMOBILE LIABILITY (including) 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
Employer's Liability	\$500,000 / \$500,000 / \$500,000
MOTOR TRUCK CARGO (or) TRIP TRANSIT	\$250,000 Combined Single Limit
BAILEE'S CUSTOMER GOODS	\$250,000 Per Occurrence

3. In the event of accidents of any kind related to this project, Consultant must furnish the Risk Manager with copies of all reports of such accidents within 10

days of the accident.

Additional Requirements –

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States endorsement shall be required if consultant is not domiciled in the State of Texas.
2. 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.
3. Contractor shall be required to submit replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

4. 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 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 calendar days advance written notice for nonpayment of premium.
5. Within five 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.
 6. 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 Consultant hereunder until Contractor demonstrates compliance with the requirements hereof.
 7. 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.
 8. 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.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond Requirements:

No bond requirements therefore, Agreement Section 5 Insurance; Bond subsection 5(B), is hereby void.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

Revised 11.30.20

Attachment D - Warranty Requirements

The Contractor shall provide a 90-day warranty period on mechanical work, and a one-year warranty period for electrical/rewind.

ATTACHMENT E

WASTEWATER CONSENT DECREE

Special Conditions

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

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

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

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

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

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

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

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

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