

## JOB ORDER CONTRACT SERVICE AGREEMENT NO. 3295

### Roof Repairs for Asset Management

THIS **Roof Repairs for Asset Management Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and South Texas Metal Roofing, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Roof Repairs for Asset Management in response to Request for Bid/Proposal No. 3295 ("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 Roof Repairs for Asset Management ("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. Job Orders.** This Agreement is a competitively awarded agreement as described by Attachment A. The work is of an indefinite quantity and a recurring nature, delivered on an on-call or as-needed basis, through individually priced Job Orders. The Agreement may support a broad assortment of maintenance work. Work will not begin on any Job Order until Contractor is briefed on the project and the Job Order is issued in writing.
- 3. Term.** This Agreement is for three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$3,000,000.00, 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. Contractor shall invoice no more

frequently than once per month. 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 will 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

5. **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: Charles Mendoza  
Department: Asset Management  
Phone: (361) 826-1941  
Email: Charlesm2@cctexas.com

6. **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) Contractor shall provide performance and payment bonds if required by law based on the amount of the Job Order or if otherwise required by the City. At a minimum, the Contractor will be required to provide a payment bond on all Job Orders that exceed \$50,000 and a performance bond on all Job Orders that exceed \$100,000.

- 7. 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.
- 8. Inspection and Acceptance.** Contractor will notify the Contract Administrator when work has been completed on a specific job order. 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.
- 9. 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. Contractor must provide all labor, services, equipment, materials, tools, transportation, mobilization, insurance, subcontracts, bonds, supervision, management, reports, incidentals and quality control necessary to complete all services agreed to in a timely manner throughout the term of the Agreement.
  - (D) Contractor shall warrant that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished or workmanship performed by the Contractor or any of its subcontractors or suppliers at any tier. All work provided by the Contractor shall be warranted for a minimum period of one year from the date of final acceptance of the Work. Equipment warranties shall be as required under the Job Order.

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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 unless the subcontractors were named in the bid, proposal or Job Order, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 14. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 15. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 16. 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.

17. **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: Charles Mendoza  
Title: Deputy Director of Asset Management  
Address: 5352 Ayers St., Bldg. 3A, Corpus Christi, Texas 78415  
Phone: (361) 826-1941  
Fax: (361) 826-1989

**IF TO CONTRACTOR:**

South Texas Metal Roofing, Inc.  
Attn: Sigifredo Montemayor  
Title: Owner  
Address: 2217 Flour Bluff Drive, Corpus Christi, Texas 78418  
Phone: (361) 937-4600  
Fax: N/A

18. **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.**

**19. Termination.**

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

**20. 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.

**21. Engineering Work.** If the scope of work under any Job Order requires the services of an engineer or architect in accordance with Texas law, the City will provide the specifications prepared by the engineer or architect prior to approval of the Job Order.

**22. 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.

**23. 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.

**24. 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).

- 25. 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.
- 26. 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.
- 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.

**CONTRACTOR**

DocuSigned by:

Signature: Sigifredo Montemayor  
3BC2791F2E49406...

Printed Name: Sigifredo Montemayor

Title: Owner

Date: 12/29/2020

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Interim Assistant Director, Contracts and 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

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 3295
- Exhibit 2: Contractor's Bid/Proposal Response



## **Attachment A - Scope of Work**

### **1.1 General Requirements/Background Information**

The Contractor shall provide roof repair and replacement services to the City owned facilities at the locations listed in this Scope of Work on an as needed basis.

### **1.2 Scope of Work**

- A. The Contractor shall have enough responsible, trained personnel qualified to provide the required services.
- B. The Contractor shall furnish labor, supervision, parts, supplies, materials, tools, equipment, and transportation necessary to perform roofing repairs for all the locations.
- C. All work performed must be accomplished in a manner that meets all applicable specification, trade standards and provisions, and federal, state and local codes and regulations.

### **1.3 Repair and Replacement**

- A. The Contractor shall perform the following types of repairs/replacements including but not limited to:
  - 1. Cracks
  - 2. Blisters
  - 3. Drains
  - 4. Vents
  - 5. Metal flashing
  - 6. Scuppers
  - 7. Gutters
  - 8. Jacks
  - 9. Roof hatches
  - 10. Sleepers
  - 11. Flashing
  - 12. Copings

- 13. Downspouts
- 14. Dormers
- 15. Facio
- 16. Gravel stops
- 17. Parapet walls
- 18. Pitch pans/pocket
- 19. Expansion joints

- B. The Contractor shall provide roof repair or replacement services to the following types of roof systems – Modified Bitumen, Metal standing seam, Asphalt and Wood Shake
- C. The Contractor shall use mop down technique for modified bitumen roofing repairs, 25-year grade material for asphalt shingle repairs and standing seam type for metal roof repairs.
- D. The Contractor is responsible for damage to surrounding surfaces, facilities, or persons caused by its materials, equipment or workers.
- E. The Contractor shall demolish, remove existing roof materials and dispose of all waste materials.
- F. The Contractor shall comply with the roofing standards and requirements including but not limited to, locally adopted building codes, Texas Windstorm Insurance requirements, OSHA Safety Regulations and permit requirements per City of Corpus Christi Development Services Department.
- G. The Contractor will be required to provide Windstorm certification where required.
- H. The Contractor will obtain a permit through Development Services when applicable as required by Texas Windstorm Insurance guidelines.
- I. The Contractor shall not be responsible for any decking repairs and the removal of additional layers under this contract.

#### **1.4 Job Order**

- A. Information for the services shall be provided to the Contractor through job order or phone/email in an emergency followed up with a job order. The Contractor

shall request the job order copy from the Contract Administrator, if City fails to provide.

- B. The Contractor shall submit a written repair estimate for approval to the Contract Administrator utilizing pricing as outlined in the Contract. Repair estimate shall include labor and parts/materials based on the information provided in the job order or site visit. The written estimate shall provide within four business days of the original request and shall include a detailed summary of work with project schedule.
- C. The Contractor shall provide a payment bond if the estimate of the job order exceeds \$50,000 and a performance bond if the estimate of the job order exceeds \$100,000.
- D. If any work requested by job order is of the nature to require the supervision and/or drawings of an engineer, the City will provide Contractor with the stamped drawings and/or separately procure the supervising engineer.
- E. If the estimate is accepted and work performed, the Contractor's invoice shall not exceed the authorized amount of the job order unless preauthorized by the Contract Administrator via a job order amendment prior to the work being performed.
- F. Emergency service calls are defined as an event which requires immediate action to prevent a hazard to life, health, safety, and property. The Contractor shall be on site within an agreeable time frame determined by the Contract Administrator.
- G. During emergency service call, the Contractor shall submit not to exceed cost via phone and/or email to the Contract Administrator for approval. The Contractor shall obtain approval before commencing the work.
- H. The Contractor shall check in with the Contract Administrator at the location upon arrival and check out after completion of work and a job order will be issued.
- I. Upon completion of job order, the Contractor's representative shall provide a job ticket. The job ticket shall include, but not limited to - Company Name, Name of Roofer/Helper, Date of Service, Detailed Description of the work performed, parts used, job order number and to total time spent on job.

## **1.5 Service Personnel**

- A. Any personnel assigned to this project shall meet all applicable certification requirements of any regulatory agency having jurisdiction. The Contractor shall ensure that all personnel are continuously trained to meet the latest industry standards.
- B. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely without delay. All personnel assigned to the service agreement shall wear a uniform, including safety equipment and any company issued photo identification. The Contractor's employees working on site shall wear clothing with an identification logo bearing the name of the company visible from 15 feet. All personnel shall be neatly dressed in shirts, safety shoes and long pants. Shorts or torn clothing are unacceptable. Clothing worn shall be suitable for electrical work in accordance with NFPA 70E requirements.
- C. If the service personnel do not perform as required, the City has the right to reject the personnel and the Contractor is liable to deploy new personnel.
- D. The Contractor shall conduct background checks for all personnel before they are assigned to work under this agreement. The Contract Administrator may ask for the background check report from the Contractor. The City reserves the right to approve or refuse employees because of an unsatisfactory background check. Background check will be done at the sole expense of the Contractor.

## **1.6 Work Site and Conditions**

- A. The Contractor shall safeguard the area while services are being performed. The Contractor shall try to minimize an interference to the building occupants with the day to day operations. The Contractor shall be responsible for assuring the safety of its employees, City employees, and the public during performance of all services under this agreement.
- B. The Contractor is responsible for damage to surrounding surfaces, facilities, or person caused by its materials, equipment or workers.
- C. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance.

## **1.7 Completion**

- A. Upon completion of each repair, the Contractor shall conduct careful inspection with the department personnel and shall correct all defective work to the satisfaction of Contract Administrator.
- B. Remove all scrap, litter and debris resulting from operations specified herein, and leave work and the premises in clean and satisfactory conditions.
- C. The Contractor shall perform services during normal working hours 8:00am to 5:00pm, Monday through Friday. Work cannot be performed on the weekends and holidays without prior approval from the Contract Administrator.

## **1.8 Contract Pricing**

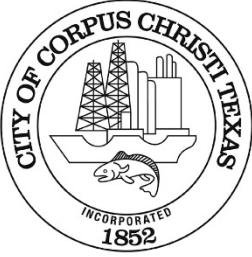
All turnkey contract pricing is inclusive of labor, materials, overhead, administrative, equipment and profit. Windstorm certifications will be utilized as needed per the project requirements. Time and material work for labor pricing is inclusive of labor, overhead, travel, administrative, equipment and profit. Parts/materials will be compensated at cost with receipts and allowable contract markup (%). Permits will be reimbursed at cost.

## **1.9 Recordkeeping**

The Contractor shall establish and maintain a log delineating complete and accurate records of all repairs, parts, supplies, and materials for each location for the term of the contract. The Contractor shall update the logs after each service defined in the contract.

## **1.10 Invoicing**

- A. Each month, the Contractor shall submit the invoice for repair services to the Contract Administrator. Invoice must contain the following:
  - 1. Job order number
  - 2. Description of work on Job order
  - 3. Total hours billed, itemized by position and hourly rate
  - 4. Job ticket
  - 5. Copies of all receipts for parts/materials/equipment
- B. Approval for payment shall be authorized by the Contract Administrator.



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

**RFB No. 3295**

**Roof Repair Services for Asset Management (JOC)**

**PAGE 1 OF 1**

Date: 10/20

Bidder: SOUTH TEXAS METAL ROOFING Authorized Signature: *Sigifredo Montemayor*

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.
- e. The Contractor will provide turnkey pricing for line 1 to 4. The turnkey pricing is inclusive of labor, materials, overhead, administrative, equipment and profit. Line 5 will be utilized as per project requirements. Line 6 and 7 is for labor pricing. Labor pricing is inclusive of labor, overhead, travel, administrative, equipment and profit. Line 8 is for parts/materials and the Contractor will provide Markup (%). Line 8 will be utilized for the materials line 6 and 7. Line 9 will be utilized for permits.

Item	Description	UNIT	QTY	Unit Price	Total Price
	<b>Turnkey Roofing (Labor, Equipment, Materials, Overhead, Administrative and Profit</b>				
1	Modified Bitumen Normal Hours, M-F: 8 to 5	Squares	400	\$ 450.00	\$180,000.00
2	Asphalt Shingles Normal Hours, M-F: 8 to 5	Squares	200	\$300.00	\$60,000.00

3	Metal Roofing Normal Hours, M-F: 8 to5	Squares	200	\$425.00	\$85,000.00
4	Wood Shake Normal Hours, M-F: 8 to 5	Squares	100	\$865.00	\$86,500.00
5	Windstorm Certification	Per certification	80	\$ 400.00	\$32,000.00
<b>Time and Material Work</b>					
6	Labor to Install Flashing, Drip edge, Counter, turn back edge, diverter, Caulking	Linear ft	2000	\$10.00	\$ 20,000.00
7	Labor to Install Seamless Gutters and Downspout	Linear ft	2000	\$8.00	\$ 16,000.00
		Estimated Spend	Markup (%) 5%		Estimated Spend+ Markup
			<del>\$29,975.00</del>		<del>\$29,975.00</del> + \$1,200.00
8	Parts/Materials	\$24,000			\$ 24,000.00
9	Allowance for Permits	\$10,000			\$10,000
<b>Total</b>					<del>\$537,475.00</del> \$514,700.00

*SM*

## Attachment D - Insurance Requirements

### I. CONTRACTOR'S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
Commercial General Liability Including:  1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

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

### II. ADDITIONAL REQUIREMENTS



- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2020 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

06/08/2020 Risk Management – Legal Dept.

## **Attachment C – Bond Requirements**

Bonds will be required as outlined in the Scope of Work, Section 4: subsection 4.3; Job Order (C)

## ATTACHMENT D: WARRANTY REQUIREMENTS

- A. The Contractor shall warrant materials and workmanship against defects arising from faulty material, faulty workmanship for a period of one year following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the City.
- B. Where any material carries a manufacturer's warranty for any period in excess of one year, then the manufacturer's warranty shall apply for that piece of material. The Contractor shall replace such defective materials, without cost to the City, within the manufacturer's warranty period.