

## SERVICE AGREEMENT NO. 4472

### Fire Station #14 Renovation

THIS **Fire Station #14 Renovation Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and A M Services Company ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Fire Station #14 Renovation in response to Request for Bid/Proposal No. 4472 ("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 Fire Station #14 Renovation ("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 six months 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 zero additional zero-month 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 \$84,772.00, subject to approved extensions and changes. Payment will be made for Services performed 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:

Conrad Martinez  
Asset Management  
Phone: 361-826-3645  
conradm@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 bond(s) and appropriate surety information are as included in the RFB/RFP or as may be stated in Attachment A and/or Attachment C (the most stringent requirements of the any of the foregoing prevails and controls), 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 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 unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, 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.
- 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: Conrad Martinez  
Project Manager-Facility Maintenance  
1201 Leopard St., Corpus Christi, TX 78401  
Phone: 361-826-3645  
Fax: N/a

**IF TO CONTRACTOR:**

A M Services Company  
Attn: Anna Morales  
Officer/Owner  
4531 Ayers, #228, Corpus Christi, TX 78415  
Phone: 361-883-0884  
Fax: n/a

**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 in full;
  - 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.





## **Attachment A: Scope of Work**

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

- A. The Contractor shall provide renovation services for the Fire Station #14 located at 5901 South Staples Street, Corpus Christi, TX 78413. See Exhibit A.
- B. The Contractor shall have enough competent, responsible, trained personnel qualified to provide the required services.
- C. The Contractor shall provide all supervision, labor, transportation, tools, materials, and equipment necessary for the completion of services. All services must be performed in accordance with federal, state, local building codes and Occupational Safety and Health Administration (OSHA) safety requirements, including but not limited to IBC 2015, IPC 2015.

### **1.2 Scope of Work**

- A. The Contractor is responsible for obtaining all city permits through City Development Services Department prior to beginning work and include costs in bid.
- B. The Contractor shall remove approximately #1,100 sq-ft of ceiling grid and tiles. Material is to be hauled offsite and disposed of in a professional manner.
- C. The Contractor shall provide new suspended ceiling grid and acoustical ceiling tiles (Armstrong preferred, Fine Fissured White, 2' x 2').
- D. The Contractor shall provide new ceiling heating, ventilation, and air conditioning (HVAC) fixtures (Supply, Return, Exhaust).
- E. The Contractor shall provide a licensed master electrician to perform all electrical work.
- F. The Contractor's master electrician shall test Z-Tron system to ensure correct fixtures are installed and working properly with the alert system.
- G. The Contractor's master electrician shall upgrade Facility light fixtures.

- H. The Contractor's master electrician shall provide new LED lay in light fixtures to dormitory, hallway, captain's quarter, kitchen, and day room. Minimum specification – slim fit, flat panel, 5000K, 2x2/2x4.
- I. The Contractor's master electrician shall update existing ceiling recessed light fixtures with LED retro fit kits in all bath/shower rooms.
- J. The Contractor's master electrician shall update existing wall light fixtures with LED retro fit kits in all bath/shower rooms.
- K. The Contractor's master electrician shall conceal all exposed wires such as tv cables, speaker wires, etc.
- L. The Contractor shall remove all vinyl flooring and prep to receive approximately 1,926 sq-ft new 6" x 48" Mohawk Living Local Two Tone 20 mil. LVT Plank flooring.
- M. The Contractor shall replace wall base throughout fire station. Approximately 280 linear feet.
- N. The Contractor shall replace (1 ea.) Sink, Faucet, and toilet in bathroom #1. See Exhibit B for fixture details and shall be equal to or greater than listed items.
- O. The Contractor shall remove grid/tile ceiling in bathroom #2 and replace with sheetrock, tape, float, and paint to match existing walls.
- P. The Contractor shall replace (1 ea.) sink, faucet, and toilet in bathroom #2. See Exhibit B for fixture details and shall be equal to or greater than listed items.
- Q. The Contractor shall replace (2 ea.) sink, faucet, (2 ea.) urinals, and (1 ea.) toilet in bathroom #3. See Exhibit B for fixture details and shall be equal to or greater than listed items.
- R. The Contractor shall replace all stall partitions in kind for bathroom #3.
- S. The Contractor shall patch, prime, and paint all interior walls, doors, and door frames. The paint color is to be determined.
- T. The Contractor shall repair any areas scarified or damaged from construction.

- U. The Contractor shall provide safety measures around the job site. This includes, but not limited, to safety fencing, construction cones, barricades, temporary fencing, etc.
- V. The Contractor shall keep construction site orderly and neat daily. Site must be kept safe from public harm or injuries from occurring.
- W. The Contractor shall be responsible for acquiring the appropriate equipment and PPE for the above services listed.
- X. The Contractor shall provide warranty letters at closeout for final invoice payment.
- Y. The Contractor must obtain a Performance Bond for the full amount of the Agreement and provide to the City prior to beginning any work.

### **1.3 Invoicing**

- A. The Contractor shall submit invoice for services to the city. Invoice shall include:
  - 1. Work description
  - 2. Purchase Order Number
  - 3. Service Agreement Number
  - 4. Date of Service
  - 5. Labor hours (if applicable)
- B. Approval for payment shall be authorized by the Contract Administrator or Project Manager.
- C. No Progress Payments will be allowed.

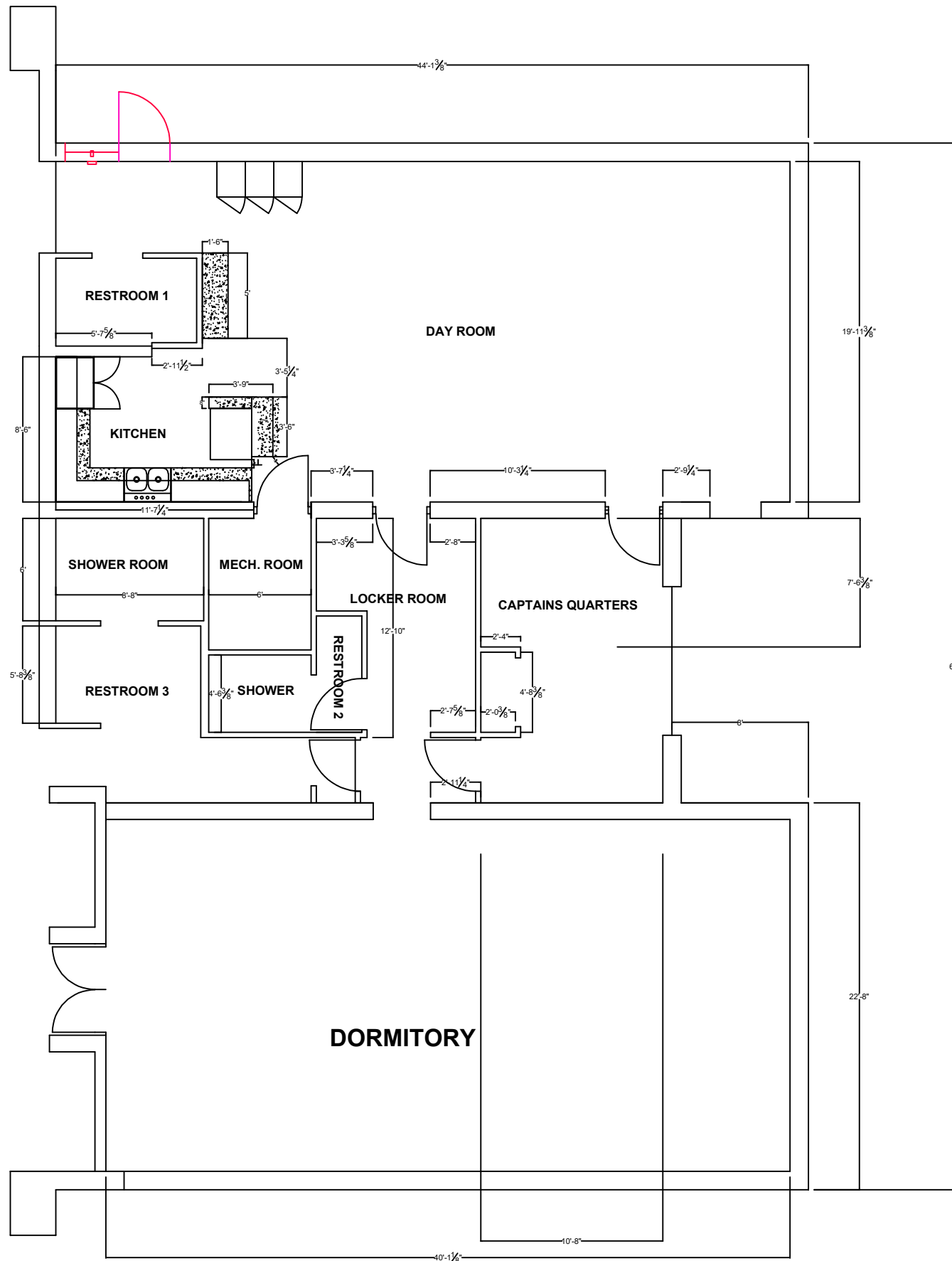
### **1.4 Special Instructions**

- A. The Contractor shall provide working schedule to include days and times. Changes to work schedule shall be communicated by the Contractor to the Project Manager in a timely manner.
- B. The Contractor shall notify City Project Manager or designee when on site.
- C. Any unauthorized changes or services performed by the Contractor will be at the responsibility of the Contractor and not the City.
- D. The Contractor shall provide updates to the project manager on a weekly, bi-weekly, basis depending on the duration of the work.
- E. The Contractor shall clean and haul away all debris.

- F. The Contractor shall commence work no more than 15 calendar days from date of notice to proceed and/or date from delivery of material.
- G. The Contractor will schedule and perform walk through with Customer and Asset Management Project Manager at substantial completion for sign-off by all parties.
- H. The Contractor shall be responsible for completing punch list item(s) no more than 14 calendar days from substantial completion.
- I. The Contractor shall provide warranty letters at closeout for final invoice payment.

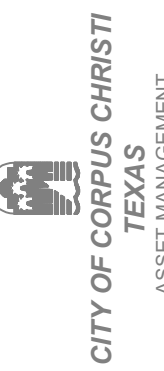
Exhibit A: 1 of 3

ENGINE ROOM



**FINAL PROPOSAL**  
 THIS DOCUMENT IS RELEASED FOR REVIEW  
 UNDER THE AUTHORITY OF THE  
 ASSET MANAGEMENT DEPARTMENT  
 CITY OF CORPUS CHRISTI  
 ON 04/28/2022  
 IT IS NOT TO BE REPRODUCED  
 FOR ANY OTHER PURPOSE

ASSET MANAGEMENT - FACILITIES  
 CITY OF CORPUS CHRISTI  
 1201 LEOPARD ST.  
 CORPUS CHRISTI, TEXAS 78401



FIRE STATION 14  
 5901 S. STAPLES  
 RENOVATION OF STATION

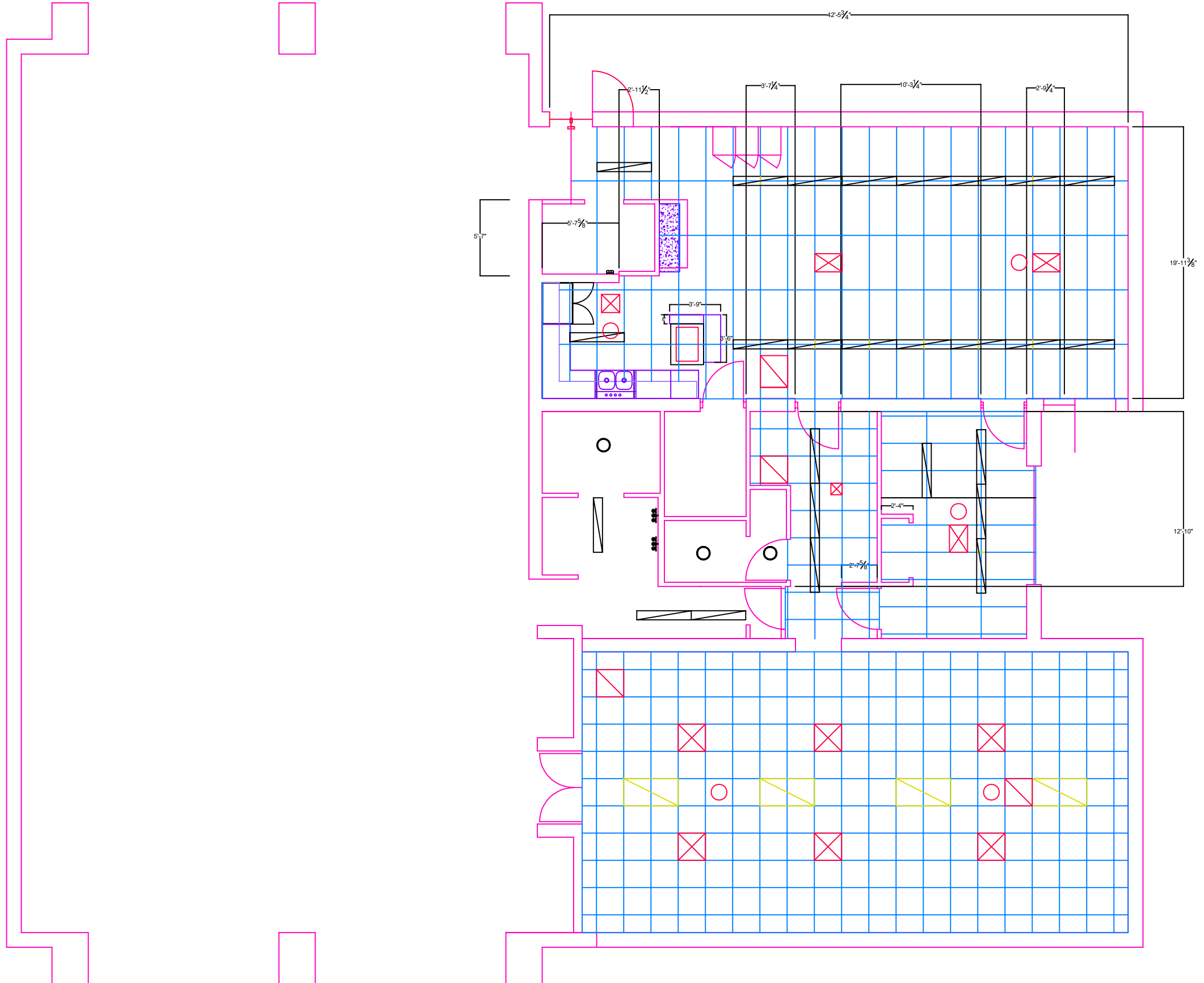
REVISION NO.	DATE	BY	DESCRIPTION
1	4/28/2022		

SHEET 1 of 3

ASSET MANAGEMENT  
 WORK ORDER# 22-226255A

DATE 04/28/2022

Exhibit A: 2 of 3



REVISION NO.	DATE	C.M. - AM	BY	DESCRIPTION
1	4/28/2022			

REVISION NO.	DATE	BY	DESCRIPTION

<p><b>FINAL PROPOSAL</b></p> <p><small>THIS DOCUMENT IS RELEASED FOR REVIEW ONLY AND IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE.</small></p>	<p><b>ASSET MANAGEMENT - FACILITIES</b>                  CITY OF CORPUS CHRISTI                  1201 LEOPARD ST.                  CORPUS CHRISTI, TEXAS 78401</p>	<p><b>CITY OF CORPUS CHRISTI</b>                  TEXAS                  ASSET MANAGEMENT</p>	<p><b>FIRE STATION 14</b>                  5901 S. STAPLES</p> <p><b>RENOVATION OF STATION</b></p>
--	--	---	--


<p>REVISION NO. 1</p>	<p>DATE 4/28/2022</p>	<p>C.M. - AM</p>	<p>BY</p>	<p>DESCRIPTION</p>
-----------------------	-----------------------	------------------	-----------	--------------------

<p>SHEET 2 of 3</p>	<p>ASSET MANAGEMENT</p>
<p>WORK ORDER# 22-226255B</p>	<p>DATE 04/28/2022</p>

Exhibit A: 3 of 3

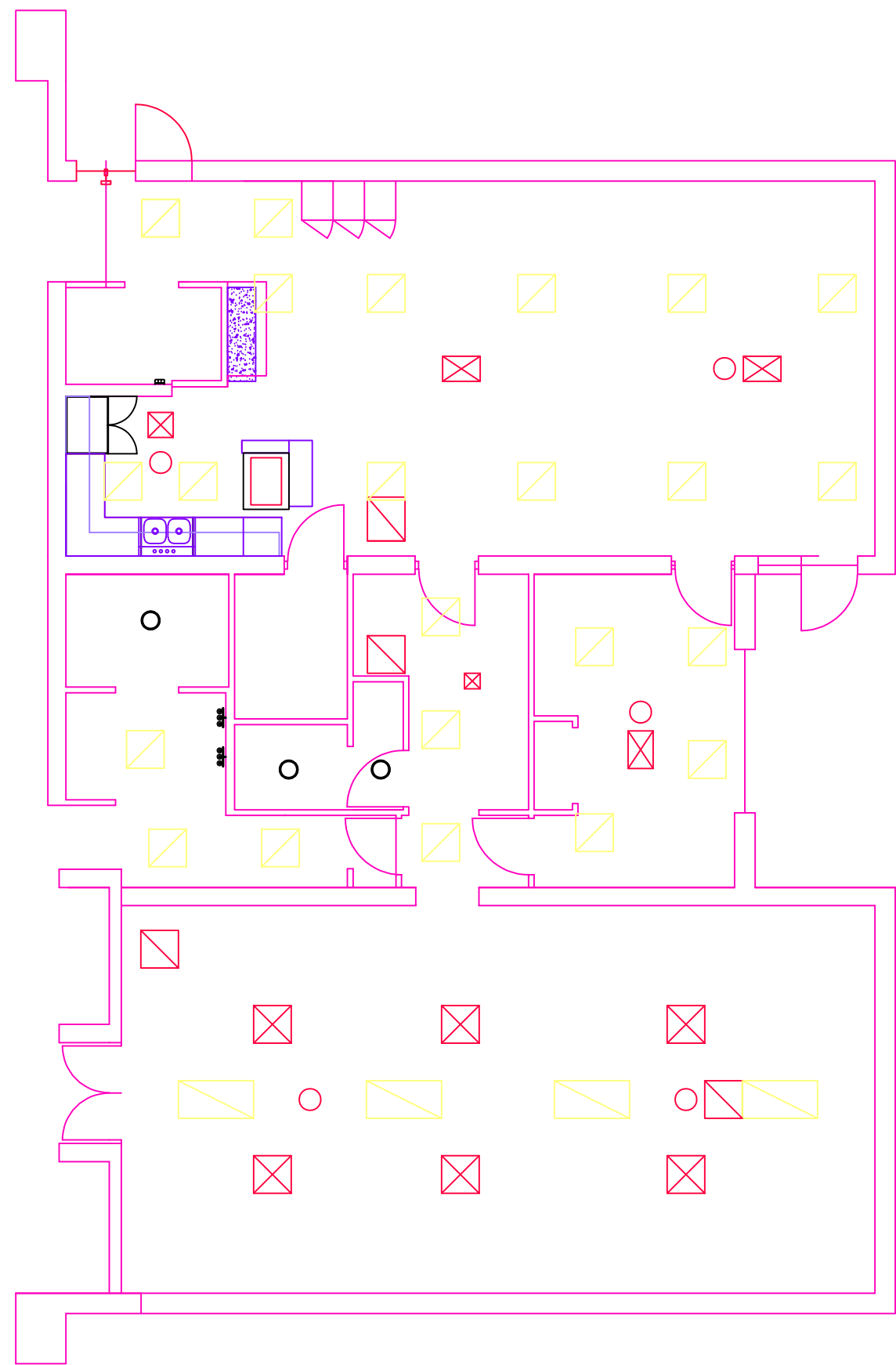
**LIGHTING**


 (4 ea.) PRO LED EDGE LITE PANEL SERIES  
24EPL50/850/LED SKU# 81965 LIT FLAT  
PANEL 2 X 4 50W 5000K 1-10V DIMMABLE  
W/BATTERY BACKUP)

 (23 ea.) PRO LED EDGE LITE PANEL SERIES  
22EPL30/850/EM/LED SKU# 81965 LIT FLAT  
PANEL 2 X 2 30W 5000K 1-10V DIMMABLE  
W/BATTERY BACKUP)

 (3 ea.) Natural Light - 1000 Lumens - 15 Watt - 3000 Kelvin - 5-6 in.  
LED Downlight Fixture

 (3 ea.) Replace Wall Mount Vanity Lights in kind.



1	4/28/2022	C.M. - AM	BY	DESCRIPTION
REVISION NO.	DATE	C.M. - AM	BY	DESCRIPTION
1	4/28/2022			ASSET MANAGEMENT - FACILITIES CITY OF CORPUS CHRISTI 1201 LEOPARD ST. CORPUS CHRISTI, TEXAS 78401
				FINAL PROPOSAL THIS DOCUMENT IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER. THE CITY OF CORPUS CHRISTI IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. IF NOT REFERENCED TO BE USED FOR ANY OTHER PURPOSE
				ASSET MANAGEMENT - FACILITIES CITY OF CORPUS CHRISTI 1201 LEOPARD ST. CORPUS CHRISTI, TEXAS 78401
				 <b>CITY OF CORPUS CHRISTI</b> TEXAS ASSET MANAGEMENT
				FIRE STATION 14 5901 S. STAPLES RENOVATION OF STATION
				SHEET 3 of 3 ASSET MANAGEMENT WORK ORDER# 22-226255C DATE 04/28/2022

## Exhibit B: FIXTURES

### **Bath #1**

(1-Ea.) [American StandardDeclyn Wall Hung Bathroom Sink in White with 4 in. Faucet Holes](#)

Model# 0321975.020

(1-Ea.) [American StandardMadera 1-Piece 1.28 GPF Single Flush Elongated Toilet in White](#)

Model# 2857128.020

### **Bath #2**

(1-Ea.) [American StandardDeclyn Wall Hung Bathroom Sink in White with 4 in. Faucet Holes](#)

Model# 0321975.020

(1-Ea.) [ZurnEco Vantage 2-Piece 1.28 GPF Single Flush Elongated Pressure Assist Toilet in White](#)

Model# Z5571

(1-Ea.) [BEMISHospitality Commercial Elongated Open Front Plastic Toilet Seat in White Never Loosens and DuraGuard](#)

Model# 7650TDG 000

### **Bath #3**

(2-Ea.) [American StandardDeclyn Wall Hung Bathroom Sink in White with 4 in. Faucet Holes](#)

Model# 0321975.020

(2-Ea.) [American StandardWashbrook FloWise Top Spud 0.125 GPF Urinal in White](#)

Model# 6590.001.020

(2-Ea.) [American StandardUltima Manual FloWise 0.125 GPF Exposed Urinal Flush Valve in Polished Chrome for 0.75 in. Top Spud](#)

Model# 6045013.002

(1-Ea.) [ZurnEco Vantage 2-Piece 1.28 GPF Single Flush Elongated Pressure Assist Toilet in White](#)

Model# Z5571



## Exhibit B: FIXTURES

(1-Ea.) [BEMISHospitality Commercial Elongated Open Front Plastic Toilet Seat in White Never Loosens and DuraGuard](#)

Model# 7650TDG 000



**Attachment B: Bid/Pricing Schedule**  
**CITY OF CORPUS CHRISTI**  
**CONTRACTS AND PROCUREMENT**  
**BID FORM**

**RFB No. 4472**  
**Fire Station #14 Renovation**

PAGE 1 OF 1

Date: 1-12-2023

Bidder: AM Services Co.

Authorized  
Signature:

[Handwritten 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.

Item	Description	Unit	Qty	Total Price
1	Labor Only Normal Hours (Monday-Friday 8:00am-5:00pm)	1	Lump Sum	41,689. <sup>00</sup> / <sub>100</sub>
2	Parts and Materials	1	Lump Sum	43,083. <sup>00</sup> / <sub>100</sub>
<b>Total</b>				<b>\$84,772.<sup>00</sup>/<sub>100</sub></b>

## Attachment C: Insurance and Bond 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
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 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in

coverage and not less than 10 calendar days advance written notice for nonpayment of premium.

- E. Within 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 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.

2021 Insurance Requirements  
Ins. Req. Exhibit 4-B  
Contracts for General Services – Services Performed  
Onsite 05/10/2021 Risk Management – Legal Dept.

## Attachment D: Warranty Requirements

1. Warranty on new installation shall be one year for all labor and workmanship.
2. Warranty on new installation shall be one year for all parts and materials.
3. Warranty on all repairs shall be one year for all labor and material. Any additional service call for repair deficiencies will be covered by the Contractor.