

SERVICE AGREEMENT NO. 2036

Submersible Pump for Utilities

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

WHEREAS, Contractor has bid to provide Submersible Pump for Utilities in response to Request for Bid/Proposal No. 2036 ("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 Submersible Pump for Utilities ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for one year, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month/year periods ("Option Period(s)"), provided, the parties do so in writing and 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.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$73,480.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. 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

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

Name: Joanna Moreno
Department: Utilities Department
Phone: (361) 826-1649
email: joannm@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.** 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: Joanna Moreno

Title: Contract Administrator

Address: 2726 Holly Road, Corpus Christi, Texas 78415

Phone: (361) 826-1649

Fax: (361) 826-1715

IF TO CONTRACTOR:

Pump Solutions, Inc.

Attn: Sandy Korenek

Title: Vice-President

Address: 18594 US Highway 59, New Caney, Texas 77357

Phone: (281)399-9400

Fax: (281) 399-9401

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 Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the

Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. **Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
20. **Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
21. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - A. this Agreement (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).
22. **Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
23. **Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
24. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

25. 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

Signature: Phil Korenek

Printed Name: PHIL KORENEK

Title: PRESIDENT

Date: 2/16/19

CITY OF CORPUS CHRISTI

Kim Baker
Assistant Director of Finance – Purchasing Division

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. 2036
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A – Scope of Work

1.1 General Requirements/Background Information

The Contractor shall furnish, and place into operation one submersible pump with accessories required at the Everhart/Staples Lift Station.

- A. The pump shall be designed and constructed to pump raw unscreened sanitary sewage and capable of passing 3" diameter spheres. **A Bell style mounting system shall be provided for removal and inspection of each pump.** The pump shall be designed and built in accordance with the best available technology and practice and shall operate satisfactorily when installed. The pump shall be manufactured by Xylem, KSB, Fairbanks Nijhuis, or demonstrates to the satisfaction of the Wastewater Utilities Management team that the quality is equal to that of the manufacturers named.
- B. The Contractor shall deliver the pump to 780 Everhart Road, Corpus Christi, TX 78411.
- C. The City of Corpus Christi shall be responsible for the installation.
- D. Qualifications: The submersible pumps and accessories, with the possible exception of the discharge connection assembly, which shall be Xylem, KSB, or Fairbanks Nijhuis, or demonstrates to the satisfaction of the Wastewater Utilities Management team that the quality is equal to that of the manufacturers named shall be furnished by a single manufacturer/supplier who is fully experienced, reputable, and qualified in the manufacturer of the pump to be furnished.

1.2 Specifications

A. Pump Data

Total Discharge Head: 44'
Gallons per minute: 10,000
Voltage: 440/3 phase

B. Power Cable

The motor cable shall consist of a well-insulated cable with a double jacketed system, Hypalon, SOOW or W outside, synthetic rubber inside, exceeding industry standards for oil, gas, and sewage

resistance and shall be permanently marked with the indicated code. Sizing shall conform to NEC specifications for pump motors and shall be an adequate size to allow motor voltage conversion without replacing the cable. Each pump shall be **furnished with minimum of 100 feet of power cable** installed with a sufficiently long power cable to suit the installation without splicing.

C. Power Cable Entry

The cable entry seal shall insure a watertight and submersible seal. The cable entry shall be comprised of a dual cylindrical elastomer grommet flanked by a stainless-steel washer, all having close tolerance fit against the cable and compressed by the entire body containing a strain relieve function, separate from the function of sealing or epoxy sealed cable entry. A separate junction chamber shall provide for connection of the cable to the stator power leads. The junction chamber shall be separated from the motor stator housing by a terminal board which is bolted to a machined surface using an O-ring seal. Stator leads shall also be sealed to prevent moisture from entering the motor interior.

D. Impeller

- a. The impeller shall be of ASTM A-532 (Allow III A) 25% chrome cast iron or ASTM A536 ductile iron, dynamically balanced, semi-open, multi vane, backswept, non – clog design.
- b. The impeller vane leading edges shall be mechanically self-cleaned upon each rotation as they pass across a machined spiral groove located on the stationary insert ring maintaining an unobstructed leading edge.
- c. The impeller shall have induction hardened, screw shaped leading edges and shall be capable of handling solids, fibrous materials, heavy sludge, and other matter found in wastewater.
- d. The Impellers shall be locked to the shaft **and coated with Skotche 134 or equal fusion bonded epoxy.**
- e. The Impellers shall be trimmed to specifically meet the conditions of operation.

E. Insert Ring

- a. The insert ring shall be cast of ADTM A-532 (Allow III A) 25% chrome cast iron and provide effective sealing between the multi-vane semi-open impeller and the volute housing.
- b. The clearance between the insert ring and the impeller shall be adjustable.

F. Volute

- a. The Pump volute shall be a single piece gray cast iron, Class 30 or Class 35B, nonconcentric design with smooth passages large enough to pass any solids that may enter the impeller.
- b. Minimum inlet and discharge size shall be indicated herein.

G. Discharge Connection

Each pump shall be supplied with a coupling, ANSI 125 cast iron, which bolts to the discharge flange. If other than Xylem, the floor mounted discharge elbow shall be compatible with the Xylem model.

No part of the pump shall bear directly on the sump floor and no rotating motion of the pump shall be required for sealing. Sealing at the discharge shall be affected by metal to metal contact of the pump discharge flange and the mating discharge connection either with or without a replaceable rubber seal form fitted to the machine discharge coupling to insure a positive leak proof system and for ease of removal of the pump.

H. Bearings

The integral pump/motor shaft shall rotate on two bearings. The motor bearings shall be sealed or open faced and permanently grade lubricant with high temperature grease or dielectric oil. The upper motor bearing shall be a double row angular contact ball bearing. The lower bearing shall be a double row angular contact bearing to handle the thrust and radial forces. The minimum L10 bearing life shall be 50,000 hours at any usable portion of the pump curve.

I. Lower Bearing Temperature Sensor

The Pumps with motors larger than 90 HP shall have a lower bearing temperature sensor to monitor the lower bearing temperature, unless

the bearings are lubricated with circulating force-fed oil or an open-faced bearing running in a bath of oil.

J. Shaft

The shaft shall be of large one-piece design and extend through the pump and motor. The shaft shall be constructed of ASTM.ANSI 431 or 416 stainless steel, unless the entire shaft is not exposed to the pumped liquid, in which case the shaft may be C1034 carbon steel.

K. Shaft Seals

The shaft seals shall have lapped tungsten or silicon carbide faces. The seal system shall allow continuous pump operations with the exterior completely dry. The seal assemblies shall not require adjustments, shall be easily inspected, shall be easily replaceable and shall not require operating pressure differential for sealing.

L. Guide Brackets (not applicable to the Everhart Staples Lift Station Pump Projects).

M. Motor

The pump motor shall be integral to the pump for submersible application or dry well operation. The motor shall be squirrel cage induction type with class H insulation, NEMA B design, class H slot liners with a service factor of 1.15 or above. The dual voltage copper wound stator, which will allow field change ability of voltage. The NEMA starting code shall be F or less. The motor shall be statically and dynamically balanced. The motor shall be designed for continuous operation at 104° ambient air and be capable of up to 10 starts per hour. The motor shall be UL listed or FM approved as explosion-proof suitable for NEC Class I, Division 1, Group C and D Environments.

N. Stator Temperature Sensor

The stator shall have (3) thermal switches in each of the stator windings which shall open at 140° C to stop the motor and activate an alarm to shut down the pump. The motor shall resume operation when the stator cools to 95° C.

O. Cooling System

Each motor unit shall be provided with an integral motor cooling system. The pump to be furnished will be installed in a dry pit. Any jacket or other cooling system needed shall be furnished in place by the manufacturer.

P. Lift Chain

A lifting chain assemble shall be provided and installed for each pump. The chain and shackle shall be of 316 stainless steel and have a minimum working load of two times the pump weight. The chain shall be secured to the pump with the shackle and the access cover with a hook. A five-foot length of excess chain shall be suspended at the hook to facilitate the lifting of the pump.

Q. Power Cable Supports (not applicable to the Everhart Staples Lift Station Pump Project)

R. Hardware (not applicable to the Everhart Staples Lift Station Pump Project)

S. Accessories/Parts

Any pump, accessories, controls, rails, hardware, etc. shall be furnished by the Contractor. The Contractor shall be responsible for the coordination and compatibility of accessories.

T. Suction Connection

Each pump shall be supplied with a 90-degree bend, flange x flange for connection to the suction side of the City's Lift Station.

U. Lifting Bell

A lifting bell shall be installed on each pump for pump removal. The bell shall be constructed of 316 stainless steel and have a minimum working load of two times the pump weight.

V. Submittals

The Contractor shall furnish the following submittals for approval prior to shipping pump:

1. Pump Data

The Contractor shall furnish certified pump curves showing the results of the test pumping units of identical design, size, horsepower as those to be furnished.

Graphs shall include:

1. Pump Curve – Q in GPM, H in Feet
2. Power Input Curve – Kilowatt
3. Efficiency Curve (including motor) wire to water
4. N.P.S.H. Curve
5. Model, Impeller size, serial number
6. Motor rated HP, Voltage
7. Data in English units (gallons, feet, etc.)
8. Date and place of test

2. Operation and Maintenance

The Contractor shall submit an Operation and Maintenance Manual with the pump supplied. The manual shall include a minimum of the following:

1. Service location & phone number
2. Fact Sheet (pump data), serial No., Pump Curve
3. Maintenance instructions and schedule
4. A shop service manual
5. An assembly manual showing all parties by their catalog number for ordering

1.3 **Suitability Certification**

The Contractor shall submit a certification stating that the manufacturer's authorized representative for the pumps has studied the scope of work, evaluated the conditions affecting these pumps, and certifies that they should be suitable for the application and should require no more than normal maintenance if not damaged or abused.

The certification shall state that the proposed pumps are suitable for the application and will function as intended and will comply with all requirements of this scope of work, with the exception of those listed in the certification. The certification shall be signed by the manufacturers' authorized representative. If the equipment is approved for use on these items and is found at any time to have unlisted exceptions, the City shall

have the right to reject the equipment or require the Manufacturer to bring the equipment into compliance at no cost to the City.

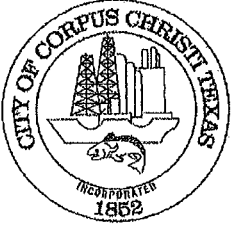
1.4 Contractor Quality Control and Superintendence

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 will also provide supervision of the work to insure it complies with the contract requirements.

1.5 Warranty

The pump manufacturer shall furnish the City with a written guarantee to warrant pump and components against failure due to defective materials and workmanship for a period of 1 year after full operation and acceptance by the City.

Attachment B- Bid/Pricing Schedule



**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BID FORM
RFB No. 2036
Submersible Pump for Utilities**

PAGE 1 OF 1

Date: 1-8-2019

Bidder: Pump Solutions Inc. Authorized Signature: Sandy Korenek

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY	Unit Price	Total Price
1.	Submersible Pump	Each	1	\$71,980.00	\$71,980.00
2.	Freight to jobsite	Each	1	\$1,500.00	\$1,500.00
Total					\$73,480.00

1. See attached exceptions and clarifications list for information on delivery times. Exception is taken to the 4 month delivery as that isn't possible with KSB pumps on an order this size.

2. See attached submittal package with other references and information about KSB and PSI. An "approved submittal" will be required as well as the Purchase Order (sent simultaneously) as the order cannot be released into production until we get the approved submittal.

Attachment C – Insurance Requirements

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change, or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

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

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

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

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements

Utilities

Deliver and install One Submersible Pump with Accessories

11/19/2018 sw Risk Management

Valid Through 12/31/2019

Attachment C – Bond Requirements

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

Attachment D - Warranty Requirements

The pump manufacturer shall furnish the City with a written guarantee to warrant pump and components against failure due to defective materials and workmanship for a period of 1 year after full operation and acceptance by the City.