



## SERVICE AGREEMENT NO. 7104

### Fire Alarm and Fire Suppression Services for Facilities

THIS **Fire Alarm and Fire Suppression Services for Facilities Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and McMahan Services, Ltd ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Fire Alarm and Fire Suppression Services for Facilities in response to Request for Bid/Proposal No. 7104 ("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 shall provide Fire Alarm and Fire Suppression Services for Facilities ("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 three years beginning on the date executed by the City. The parties may mutually agree to renew the term of this Agreement for up to zero additional zero-year periods (each an "Option Term"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Term.
  - (B) At the end of the term of this Agreement or the final Option Term, the Agreement may, at the request of the City and prior to expiration of the term or final Option Term, continue on a month-to-month basis for up to six individual months with compensation at the appropriate pro rata amount, based on the amount listed in Attachment B, for a month-to-month term. 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 Term. During any month-to-month term, either party may terminate the Agreement upon 30 days' advance written notice to the other party.
3. **Compensation and Payment.** This Agreement is for an amount up to \$322,200.00, subject to approved amendments and changes. Payment will be made for

Services performed and accepted by the City within 30 days of the invoice date, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Quote/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.

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, TX 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:

Attn: Renee Solomon  
Dept: Asset Management - Facility Maintenance  
Phone: 361-826-3304  
Email: renees@corpuschristitx.gov

**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 stated on 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 their entireties.

- 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 employee 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, 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 Quote/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 Term. Substitutions and deviations from the City's Service and/or product requirements or applicable 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 the City's 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 a budget item will be adopted, as that determination is within the City Council's sole discretion when adopting each fiscal budget.

- 11. Independent Contractor.** Contractor shall perform the Services and work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing and executed by an authorized representative of each party.
- 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.** Reserved.
- 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: Renee Solomon  
Asset Management - Facility Maintenance  
Address: 1201 Leopard St., Corpus Christi, Texas 78401  
Phone: 361-826-3304  
Fax: N/A

**IF TO CONTRACTOR:**

McMahan Services, Ltd.  
Attn: Michael A. Villarreal  
Address: 6610 Leopard St., Corpus Christi, TX 78409  
Phone: 361-229-5754  
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 THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, 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.

**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 goods purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such goods and prior to receipt of the final payment by the City.

**20. Limitation of Liability.** Each party's maximum pecuniary liability under this Agreement is limited to the total amount of compensation shown listed in Section 3 of this Agreement. In no event shall either party be liable for incidental, consequential, or special damages.

**21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to

withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

  - A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by law.
- 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 forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 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.

(Signature Page Follows)



## Attachment A: Scope of Work

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

The Contractor shall provide contract services for fire alarm and fire suppression monitoring, repair, modification, replacement, and inspection. Contractor shall have enough responsible, trained personnel qualified to provide the required services.

### **1.2 Scope of Work**

- A. 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 OSHA safety requirements, including but not limited to IBC 2015, IPC 2015. The Contractor shall perform all work according to the best practices and standards of the trade and in accordance with the local, state, and federal codes. All work shall be completed to the satisfaction of the City of Corpus Christi.
- B. The City may add or remove locations from the list at its own discretion.
- C. Fire Alarm System Maintenance, Modification, Replacement, and Inspection.
  - 1. The Contractor shall provide, as needed, parts and labor on all system components.
  - 2. The Contractor shall conduct annual fire alarm inspections consisting of cleaning and adjusting all system components, relay operations, and all interlocks, i.e., elevators, air handlers, audible testing, and communication to the central station verification. The Contractor shall have the authority to short-arm a radio box, if necessary, to perform any inspections, modifications, testing, and maintenance. Testing at City Hall must be conducted on weekdays after 5:00 pm. For all other City locations, testing may be conducted during normal business hours.
  - 3. All maintenance, modifications, replacements, and inspections must be approved or requested by the City's Electrical Superintendent or Asset Management designee.
  - 4. Annual tests shall be performed so that all initiating devices are tested at least once in a calendar year. The Contractor shall provide the City with a proposed schedule for annual testing at least 2

weeks (10 working days) before the scheduled inspections. The Contractor shall have sufficient trained technicians to ensure that annual inspections are completed on time.

5. All fire alarm system testing, modifications, and maintenance service shall be accomplished as required by NFPA (National Fire Protection Association) Code, manufacturer recommendations, and any state or local fire codes.
6. Any fire alarm equipment found to be defective from these inspections must be repaired within a reasonable time frame as appointed by the City's Electrical Superintendent.
7. Contractor shall repair or replace any defective components to maintain the systems in proper operating condition, including defective components in the main fire panel and all batteries.
8. Before repairing or replacing defective peripheral units, such as smoke detectors, heat detectors, pull stations, and light/horn units, Contractor shall provide a detailed estimate and obtain approval from the City's Asset Management Department contact.
9. All required Inspection Reports are required to be uploaded to the Brycer System within three business days. Inspection Reports are required to be emailed to the City's Asset Management Electrical Superintendent within three business days of the inspection date. Included with the Inspection Report, there should be a written quote for any identified deficiencies.

#### D. Fire Alarm Monitoring Services

1. The Contractor shall provide monitoring services as required for all City of Corpus Christi fire alarms and alarm systems for boilers, generators, and low/high temperature alarms listed under the Locations section of this agreement.
2. Building Fire Alarm notification must be sent to the building point of contact and the Asset Management individual on-call. A separate list of contacts will be provided after execution of this agreement.
3. The Contractor shall provide 24-hour monitoring and dispatching services from an approved central station. The central station must be capable of monitoring and providing radio, landline, or cellular backup.
4. The Central Station monitoring services shall comply with all current local and national codes, including but not limited to the U.L.

Standards for Central Stations and the National Fire Protection Association (NFPA) fire alarm and signaling code.

5. The Central Station must be capable of calling multiple City of Corpus Christi contact personnel when alarms occur, after emergency services have been notified. Failure to comply with this requirement will be grounds for default.
  6. Upon request, the Contractor shall research issues as they arise related to the communication of an alarm event and, if necessary, shall meet with an Asset Management employee either in person or via telephone conference call regarding corrective actions and trouble resolution upon request.
  7. The City of Corpus Christi shall be responsible for providing lockout codes for system dialers or new alarm panels as required. The Contractor shall not be authorized to program new dialers with lockout codes without prior approval from the City's Electrical Superintendent.
  8. The Contractor shall program the communications equipment to ensure that various digital signals are transmitted and received properly at the central station.
- E. Fire suppression modification, replacement, inspection, and repair
1. The Contractor shall furnish labor, supervision, parts, supplies, materials, tools, equipment, and transportation necessary to modify, inspect, certify, or repair existing fire suppression systems for all locations. Work to be performed under this contract will include, but is not limited to, the following:
    - a. The Contractor shall provide fire sprinkler inspection, testing, and maintenance service on an annual basis at the locations listed in the scope of work. The Contractor shall properly inspect and test the property systems at the required times to keep the equipment operable.
    - b. The Contractor shall provide the following services, including, but not limited to, hood systems, ANSU/Halon, 1301/cleaning agent, Dual Pre-Action systems, control valves, check valves, backflow preventer, pressure regulating valves, system riser check valves, dry pipe valves, sprinkler heads, piping, electrical connections, and sprinkler fire pumps.

- c. The Contractor shall perform inspection, testing, and maintenance at the locations listed below, including Internal Inspections as needed.
- d. Internal Inspections are required by the National Fire Protection Association (NFPA) every five years to help assess the fire protection system's ability to respond to fire incidents. A request for inspection will come directly from the Electrical Superintendent if needed at the site.
- e. The Contractor shall perform services to all the fire suppression systems components as per the NFPA, federal and state laws, rules, and regulations.
- f. The Contractor shall provide a checklist for the above-mentioned inspections.
- g. The Contractor shall inspect and diagnose before repairing or replacing associated components. The Contractor must provide a detailed estimate and obtain approval from the City's Electrical Superintendent before conducting repairs.

#### **4.3 Additional Information**

- A. Normal Working Hours: Normal hours are 8:00 AM to 5:00 PM, Monday through Friday.
- B. Other Hours: Other hours shall be considered overtime, holidays, and weekends. The Contractor may need to conduct equipment testing after hours.
- C. The City of Corpus Christi shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure by the Contractor to proceed promptly with the necessary corrections, the State may withhold any monetary amount necessary to correct all defective work or damages from payments to the Contractor.
- D. The Contractor's staff shall consist of qualified technicians who are completely familiar with the products and equipment they shall use.
- E. The Contractor and its staff shall perform all work in such a manner as not to inconvenience building occupants. The Contractor shall determine the City of Corpus Christi's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

- F. Any work over \$500.00 shall require a written estimate before scheduling the work at no cost to the City.
- G. Contractor shall be available by telephone to respond to service calls within 1 business day of report of occurrence to schedule a visit to the site.
- H. Contractor shall physically respond to the site within two (2) hours of the report of occurrence provided.
- I. Contractor shall make service available 24 hours per day, 7 days per week, including Holidays.
- J. The Contractor shall secure and pay for all permits, design fees, inspections, and licenses necessary for the execution of work.
- K. The Contractor shall perform all work and furnish all materials, tools, equipment, replacement parts, and safety devices necessary to perform the work in the time specified.
- L. The Contractor shall guarantee all materials and installation under normal use to be free from defects or poor workmanship for a period of (1) year from the date of acceptance.
- M. The Contractors shall provide a copy of submittals to be reviewed by the City's Electrical Superintendent.

#### **1.4 Invoicing**

- A. The Contractor shall submit an invoice for services to the city. The invoice shall include:
  - a. Work description, Purchase Order Number (PO#), Service Agreement Number, Location, and date of Service and labor hours.
  - b. The Contractor shall include copies of the Work Order and Contractor Information Checklist (CIC) as back-up for the invoice. Approval for payment shall be authorized by the City's Contract Administrator or Facility Maintenance – Electrical Superintendent.

## 1.5 Work Locations

A. The Contractor shall perform Fire Alarm and Suppression services to the following locations, including, but not limited to:

Name	Address	Area (SF)	Zip	FIRE ALARM	SPRINKLER SYS.	FIRE DEPT. HOSE CABINETS	STAND PIPES	ANSUL SYS.	HALON 1301 OR SIMILAR SYSTEMS
City Hall	1201 Leopard St	236,375	78408	yes	yes	yes	yes	no	no
Development Services- includes FDHQ	2406 Leopard St	20,000	78405	yes	no	yes	yes	yes	no
Fire Station #3	1401 Morgan Ave	17,064	78404	yes	yes	no	yes	No	No
Fire Station #5	3105 Leopard St	5,981	78414	yes	yes	no	no	no	no
Fire Station #7	3722 S Staples St	4,720	78411	no	no	no	no	Yes	No
Fire Station #17	6869 Yorktown Blvd	4,970	78414	yes	yes	no	no	no	no
Fire Station #18	6226 Ayers St	5,910	78415	yes	yes	no	no	no	no
Fire - Warehouse and Auto Shop	1501 Holly Rd	3,820	78417	yes	no	no	no	no	no
Cefe Valenzuela	2397 CR 20	2,453	78380	yes	no	no	no	no	no
Gas Dept	4225 S Port Ave	15,504	78401	yes	no	no	no	no	no
Health Administration	1702 Horne Rd	46,876	78416	yes	no	no	no	no	no
Health Department - WIC Clinic	1702 Horne Rd	6,681	78416	yes	no	no	no	no	no
Police Department HQ	321 John Sartain St	78,290	78401	yes	yes	no	no	no	yes
Police Flour Bluff Bravo Substation	1456 Waldron Rd	5,211	78401	yes	no	no	no	no	no

Police Charlie Substation and Warehouse	1501 Holly Rd	22,977	78417	yes	no	no	no	no	no
Police Training Academy	6902 Yorktown Blvd	36,730	78414	yes	Yes	no	Yes	?	no
Broadway WWTP (Maintenance Storage Building)	1402 Broadway (West)	400	78401	yes	yes	no	no	no	no
Broadway WWTP (Paint Storage Building)	1402 Broadway (West)	200	78401	yes	yes	no	no	no	no
Broadway WWTP - Administration Building	1402 Broadway (West)	5,500	78401	yes	no	no	no	no	no
Broadway WWTP - Conference & Electrical Control Building	1402 Broadway (West)	4,500	78401	yes	no	no	no	no	no
CCW Admin Building	2726 Holly Rd	15,480	78415	yes	no	no	no	no	no
ON Stevens	13101 Leopard St	22,300	78410	no	yes	no	yes	no	no
Whitecap WWTP	13409 Whitecap Blvd	320	78418	yes	no	no	no	no	no
La Retama Library	805 Comanche St	78,400	78401	yes	yes	no	yes	no	no
Garcia Library	5930 Brockhampton Dr	11,329	78414	yes	no	no	no	no	no
Harte Library	2629 Waldron Rd	15,431	78418	yes	no	no	no	no	no
Hopkins Library	3202 McKinzie Rd	13,157	78410	yes	yes	no	yes	no	no

## ATTACHMENT B - PRICE



### CITY OF CORPUS CHRISTI FINANCE AND PROCUREMENT BID FORM

**RFB No. 7104**  
**Fire Alarm and Fire Suppression Services for Facilities**

Date: 4/14/2026

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Bidder: McMahan Services, LTD Authorized Signature: Michael A. Kelley

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing the 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 concerning prices.
  - b) Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with the City's Finance and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c) Bidder is current with all taxes due, and the company is in good standing with all applicable governmental agencies.
  - d) Bidder acknowledges receipt and review of all addenda for this RFB.
  - e) Bidder acknowledges that in the event of a discrepancy between the unit price and the total price, the unit price will govern, and the City reserves the right to recalculate the total.

Fire Suppression and Fire Alarm Modification, Replacement, and Repair	UNIT	QTY	UNIT PRICE	PRICE TOTAL
Licensed Technician Normal business hours M-F 8 a.m.- 5 p.m.	HRS	1000	\$ 135. <sup>00</sup>	\$ 135,000. <sup>00</sup>
Licensed Technician After Hours, 5 p.m.- 8 a.m. M-F & Sat, Sun, Holidays all day	HRS	500	\$ 202. <sup>50</sup>	\$ 101,250. <sup>00</sup>
Inspections	UNIT	QTY	UNIT PRICE	PRICE TOTAL
City Hall	Years	3	\$ 3700. <sup>00</sup>	\$ 11,100. <sup>00</sup>
Development Services-Includes FDHQ	Years	3	\$ 800. <sup>00</sup>	\$ 2,400. <sup>00</sup>
Fire Station #3	Years	3	\$ 450. <sup>00</sup>	\$ 1,350. <sup>00</sup>
Fire Station # 5	Years	3	\$ 450. <sup>00</sup>	\$ 1,350. <sup>00</sup>
Fire Station #7	Years	3	\$ 450. <sup>00</sup>	\$ 1,350. <sup>00</sup>
Fire Station #17	Years	3	\$ 450. <sup>00</sup>	\$ 1,350. <sup>00</sup>

Fire Station #18	Years	3	\$ 450. <sup>00</sup>	\$ 1350. <sup>00</sup>
Fire Warehouse and Auto Shop	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Cefe Valenzuela	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Gas Dept	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Health Department- Administration Building	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Health Department- WIC Clinic	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Police Department HQ	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Police Flour Bluff Bravo Substation	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Police Charlie Substation and Warehouse	Years	3	\$ 200. <sup>00</sup>	\$ 600
Police Training Academy	Years	3	\$ 0.00	\$ 0.00
Broadway WWTP- Maintenance Storage Building	Years	3	\$ 500. <sup>00</sup>	\$ 1500. <sup>00</sup>
Broadway WWTP- Paint storage building	Years	3	\$ 500. <sup>00</sup>	\$ 1500. <sup>00</sup>
Broadway WWTP Conference & Electrical Control Building	Years	3	\$ 450. <sup>00</sup>	\$ 1350. <sup>00</sup>
CCW Admin Building	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
ON Stevens	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Whitcap WWTP	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
La Retama Library	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Garcia Library	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Harte Library	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Hopkins Library	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
Additional Inspections as needed	Years	3	\$ 200. <sup>00</sup>	\$ 600. <sup>00</sup>
		<b>Estimated Spend</b>	<b>Mark up %</b>	<b>Est. Spend + Markup \$</b>
Parts/Materials		\$45,000	15 %	\$ 51,750. <sup>00</sup>
<b>Three-Year Total</b>				<b>\$322,200.<sup>00</sup></b>

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## ATTACHMENT C: 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
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  EMPLOYER’S LIABILITY	Statutory  \$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.

**BOND REQUIREMENTS:**

No Bonds are required for this agreement.

2026 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

01/01/2026 Risk Management – Legal Dept.

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

No warranty is required for this service agreement