

## SERVICE AGREEMENT NO. 2094

### Pump Repairs

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

WHEREAS, Contractor has bid to provide Pump Repairs in response to Request for Bid/Proposal No. 2094 ("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 Pump Repairs ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$844,200.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

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

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

- 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: Gas  
Phone: 361-826-1649  
Email: JoannaM@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 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: Joanna Moreno  
Title: Contracts/Fund Administrator  
Address: 2726 Holly Road, Corpus Christi, TX 78415  
Phone: 361-826-1649  
Fax: 361-826-4495

**IF TO CONTRACTOR:**

Odessa Pumps and Equipment, Inc  
Attn: Michael Comrie  
Title: Branch Manager  
Address: 7302 Leopard St, Corpus Christi, TX 78409  
Phone: 361-289-6602  
Fax: 361-289-6694

**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 comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

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

**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. 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.
- 21. 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.
- 22. 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).
- 23. 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.
- 24. 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.
- 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: \_\_\_\_\_

*Matthew Handke*

Printed Name: \_\_\_\_\_

*Matthew Handke*

Title: \_\_\_\_\_

*Central Region Manager*

Date: \_\_\_\_\_

*8/2/19*

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Kim Baker

Director of Contracts and Procurement

Date: \_\_\_\_\_

**Attached and Incorporated by Reference:**

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

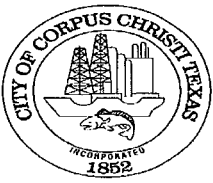
Attachment C: Insurance and Bond Requirements

Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

Exhibit 1: RFB/RFP No. 2094

Exhibit 2: Contractor's Bid/Proposal Response



## ATTACHMENT A: SCOPE OF WORK

### 1.1 General Requirements/Background Information

- A. The Contractor shall provide pump repairs at Wastewater Treatment Plants, Lift Stations and Storm water Pump Stations operated by the City of Corpus Christi Utilities Department.
- B. The work will be performed on an as needed basis.
- C. The Contractor shall be responsible for labor, material, parts, and transportation necessary to perform the services.

### 1.2 Repairs

- A. The City's pump inventory for this contract, outlined in this Scope of Work, consists of approximately 144 pumps. Most of the pump brands include, but not limited to Wemco, Polyblend, Wilo, Farrell, Hoffman, Flowserve, Vaughn, Goulds, Seepex, Nemo, Shanley, Pro Series, Gorman Rupp, Aurora, Moyno, Amarillo Gear, Penn Valley, Fairbanks Morse, Norddrive Systems and Gardner Denver.
- B. The Contractor shall disassemble, inspect, repair, and rebuild pumps.
- C. The Contractor shall perform repairs to the following parts of pumps including but not limited to stator, shaft, impeller, volute, seals, gaskets, stuffing box, packing gland and bearings.
- D. General machine work and/or repair shall consist of but not limited to balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabricating, sand blasting, and coating of pump.
- E. The Contractor shall clean using steam, grit or solvent to obtain accurate measurements, and for non-destructive evaluation.
- F. All repairs shall be in accordance with current pump nameplate data and conditions, drawings, standards and/or OEM specifications. If the pump is missing nameplate data, refer to City staff for additional information.
- G. After repairs, the pump(s) shall be repainted to manufacturer recommendation and specification, in a color approved by the City and super coated equal to manufacturer recommendation or better
- H. The City's equipment while in Contractor's possession must be properly stored and secured at all times.
- I. The City reserves the right to inspect the pump at any time during the repair.
- J. The Contractor facilities may be subject to inspection at any time by a City representative. When deemed appropriate, the City reserves the right to use third party inspection services at the City's expense.
- K. The City reserves the right to audit the Contractor's project costs at any time during the Contract term.



### **1.3 Schedule of Work**

- A. The repair(s) information shall be provided to the Contractor through work/task order or phone/email request.
- B. The Contractor will be responsible for picking up and delivering the pumps in a flatbed or trailer capable of transporting at least 5000 lbs.
- C. The Contractor will pick up the pumps within 24hours of the City's notification. The City staff will load and unload the pumps to/from the Contractor vehicle.
- D. Upon receipt of pump, the Contractor will inspect the pump and submit inspection report and repair estimate. The report shall include inspection results, conclusion/recommendations, and visual findings by drawings or digital photos. The Contractor shall submit repair estimate based on contract pricing for each repair and shall include estimated repair time, hourly labor costs- to include regular time and over time (if approved), parts to be replaced with lead time, shipping cost for parts. The repair estimate and inspection report shall be submitted electronically in PDF format via email.
- E. If the repair estimate is high and is not economical for City to get repaired, then the Contractor shall provide comparative analysis between the replacement and repair. The City may decide to buy new pump through new solicitation.
- F. The Contractor shall make a reasonable effort that all parts shall be original equipment manufacturer (OEM). The Contractor shall include the lead time and shipping costs for OEM parts in the repair estimate. If the lead time for an OEM part will cause the repair time to exceed 30 days, then the City may approve non-OEM parts i.e third party parts or fabricated parts
- G. The Contractor will provide report and repair estimate within 10 business days after receipt of equipment. For larger or specialty pumps that may require longer than 10 days, the Contractor shall notify the City prior to the end of 10 business days so additional time can be negotiated as warranted.
- H. If the estimate is accepted and work performed, the Contractor's invoice shall not exceed the quoted amount unless authorized by the Contract Administrator via an amendment or change order prior to the work being performed.
- I. The repairs shall be completed within 30 calendar days of Contractor receipt of approval from the Contract Administrator.

### **1.4 Contract Pricing**

- A. The Contractor shall perform services during normal working hours 8:00 AM to 5:00 PM, Monday to Friday. The Contractor shall not work afterhours, Saturdays, Sundays and Holidays without prior approval from Contract Administrator.
- B. Labor rate includes but is not limited to labor, overhead, profit and administrative cost.
- C. Onsite technical labor rate includes but is not limited to labor, overhead, transportation and administrative cost.
- D. Materials shall be provided to the City at Manufacturer cost, discount (if applicable) and mark up.
- E. All pricing shall be as outlined in the Bid/Pricing schedule

## 1.5 Invoicing

The Contractor must submit an itemized invoice for payment, which shall contain the following information:

1. Purchase Order (P.O) Number and Service Agreement Number
2. Pump Location/Address
3. Serial number of equipment
4. Description of Service
5. Total hours billed; Overtime hours will include a written approval by City staff
6. Itemized list of parts/materials
7. Invoices for parts/materials (to verify markup)
8. Shipping costs for parts/materials

## 1.6 Contractor Quality Control and Superintendence

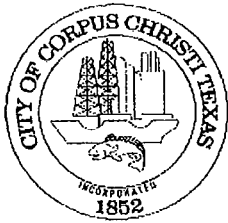
The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

## 1.7 Work Site Locations

Pumps are located at the locations listed below. The City reserves the right to add additional locations as needed.

<b>WWTP</b>	<b>Plant Name</b>	<b>Address</b>	<b>No of Pumps</b>
1	Broadway WWTP	801 Resaca	18
2	Oso WWTP	601 Nile	17
3	Greenwood WWTP	6541 Greenwood Dr	13
4	Allison WWTP	4101 Allison Dr.	10
5	Laguna Madre WWTP	201 Jester	11
6	Whitecap	13409 Whitecap Blvd	20
<b>Lift Station</b>	<b>Lift Station Name</b>	<b>Address</b>	<b>No of Pumps</b>
1	Up River Road	12300 Up river Rd	2
2	Allison	4101 Allison Dr.	3
3	Stillwell	8100 Stillwell Lane	2
4	McBride	1200 McBride Lane	3
5	Lexington	5233 Lear St	2
6	Brownlee	400 12 <sup>th</sup> St.	3

7	Morgan	8100 N. Brownlee Blvd	2
8	Studebaker	300 Kinney Ave	2
9	Peoples" T" Head	Peoples St." Head	2
10	Lawrence "T" Head	400 S. Shoreline Blvd	2
11	Schanen	6102 Del Starr Dr.	2
12	Country Club	6300 Everhart	3
13	Wooldridge	6610 Wooldridge Rd.	4
14	Williams	6602 Williams Dr.	5
15	Oso WWTP # 1	501 Nile Rd.	2
16	Oso WWTP # 2	501 Nile Rd.	4
17	Perry Place	Thompson Rd.	2
18	Military & Jester	722 Jester St.	2
19	Laguna Madre WWTP	201 Jester St.	3
20	Aquarius	15000 Aquarius St.	2
<b>SW Pump Station</b>	<b>Pump Station Name</b>	<b>Address</b>	<b>No of Pumps</b>
1	Power St. Pump Station	1218 N. Water St	3



Attachment B: Bid/Pricing Schedule

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

**RFB No. 2094  
Pump Repairs**

PAGE 1 OF 1

Date: 6/27/2019

Bidder: Odessa Pumps & Equipment

Authorized  
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.

First Year					
Item	Description	UNIT	QTY	Unit Price	Total Price
1	Shop Labor Normal Hours, Monday to Friday – 8:00 AM to 5:00 PM Tear Down, Inhouse Inspection, Testing, Rebuild	HRS	1700	\$70.00	\$119,000
2	Shop Labor After Hours, Weekends and Holidays Teardown, Inhouse Inspection, Testing, Rebuild	HRS	10	\$70.00	\$700.00
3	Onsite Technical support Normal Hours – 8:00 AM to 5:00 PM	HR	10	\$70.00	\$700.00

4	Pickup Charge from City's location to Contractor's business location	EA	30	\$0	\$0
5	Return Charge from Contractor's business location to City's location	EA	30	\$0	\$0
		Estimated Spend	Mark Up (%)		Estimated Spend+ Mark up
6	Parts/Materials	\$125,000	18%		\$152,439
7	Freight Allowance for Parts/Materials	\$9,000			\$9,000
<b>Total</b>					<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <b>APPROVED</b>  <small>By MICHAEL COMRIE at 7:01 am, 8/19/19</small> </div> <del>\$ 284,839</del> <b>\$ 276,900</b>

**Second Year**

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Shop Labor Normal Hours, Monday to Friday – 8:00 AM to 5:00 PM Tear Down, Inhouse Inspection, Testing, Rebuild	HRS	1750	\$70.00	\$122,500
2	Shop Labor After Hours, Weekends and Holidays Teardown, Inhouse Inspection, Testing, Rebuild	HRS	10	\$70.00	\$700.00
3	Onsite Technical support Normal Hours – 8:00 AM to 5:00 PM	HR	10	\$70.00	\$700.00
4	Pickup Charge from City's location to Contractor's business location	EA	30	\$0	\$0
5	Return Charge from Contractor's business location to City's location	EA	30	\$0	\$0
		Estimated Spend	Mark Up (%)		Estimated Spend+ Mark up
6	Parts/Materials	\$125,000	18%		\$152,439

7	Freight Allowance for Parts/Materials	\$10,000		\$10,000
<b>Total</b>				<del>\$ 286,839</del> \$ 281,400

**APPROVED**  
By MICHAEL COMRIE at 7:01 am, 8/19/19

Third Year					
Item	Description	UNIT	QTY	Unit Price	Total Price
1	Shop Labor Normal Hours, Monday to Friday – 8:00 AM to 5:00 PM Tear Down, Inhouse Inspection, Testing, Rebuild	HRS	1800	\$70.00	\$126,000
2	Shop Labor After Hours, Weekends and Holidays Teardown, Inhouse Inspection, Testing, Rebuild	HRS	10	\$70.00	\$700.00
3	Onsite Technical support Normal Hours – 8:00 AM to 5:00 PM	HR	10	\$70.00	\$700.00
4	Pickup Charge from City's location to Contractor's business location	EA	30	\$0	\$0
5	Return Charge from Contractor's business location to City's location	EA	30	\$0	\$0
		Estimated Spend		Mark Up (%)	Estimated Spend+ Mark up
6	Parts/Materials	\$125,000		18%	\$152,439
7	Freight Allowance for Parts/Materials	\$11,000			\$11,000
<b>Total</b>					<del>\$ 290,839</del> \$ 285,900

**APPROVED**  
By MICHAEL COMRIE at 7:01 am, 8/19/19

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

2019 Insurance Requirements

Utilities

Pump Repairs, Maintenance and Service

01/16/2019 sw Risk Management

### **BONDS**

No bonds are required; therefore Section 5(B) is null to this Service Agreement.

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

- A. The Contractor shall warrant that work performed conforms to the specification and is free of any defects in equipment, material or workmanship performed by the contractor or any of its subcontractors or suppliers. All work provided by the Contractor shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.
- B. Material shall be warranted against material defects and defects in workmanship for a period of 1 year. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period hereunder shall be the length of the manufacturer's warranty. The Contractor shall be responsible for the warranty. The Contractor shall provide the City with all manufacturer's warranty documents upon completion of service.
- C. The Contractor must provide onsite technical support within 24 hours of notification by the City.