



## SERVICE AGREEMENT NO. 6445

### Cummins Generator Preventative Maintenance and Repairs

THIS **Cummins Generator Preventative Maintenance and Repairs Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Cummins Southern Plains, LLC dba Cummins Sales and Service ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Cummins Generator Preventative Maintenance and Repairs in response to Request for Bid/Proposal No. SS-6445 ("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 Cummins Generator Preventative Maintenance and 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.**

(A) The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$144,880.39, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

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

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

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

Amanda Howard-Contracts Funds Administrator  
Corpus Christi Water  
Phone: 361-826-1894  
Email: Amandac@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.** 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 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: Amanda Howard - Contracts Funds Administrator  
Corpus Christi Water  
2726 Holly Road, Corpus Christi, Texas 78415  
Phone: 361-826-1894  
Fax: 361-826-4495

**IF TO CONTRACTOR:**

Cummins Southern Plains, LLC dba Cummins Sales and Service  
Attn: Robert J. Walkup, Jr.  
PEM Territory Manager  
1058 Southern Minerals Rd., Corpus Christi, Texas 78409  
Phone: 210-394-5610

**17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

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

**19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

## CONTRACTOR

Signature: Robert Walkup  
Robert Walkup (Mar 28, 2025 10:40 CDT)

Printed Name: Robert Walkup

Title: PEM Territory Manager

Date: 03/28/2025

## CITY OF CORPUS CHRISTI

Sergio Villasana  
Director, Finance & 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. SS-6445
- Exhibit 2: Contractor's Bid/Proposal Response



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

### **A. General Requirements/Background Information**

1. The Contractor shall provide generator preventative maintenance on an annual basis and repairs on an as-needed basis.
2. The Contractor shall provide services to ten Cummins generators located at the locations below as listed in **Exhibit 1**.
3. The Contractor shall be responsible for furnishing labor, supervision, tools, materials, and all equipment necessary to perform preventative maintenance and repair services in accordance with all terms, conditions, and schedules of this scope of work.
4. The Contractor shall provide emergency and non-emergency generator repairs. The Contractor technician shall be available 24 hours, seven days a week for emergency services.
5. The Contractor shall provide a preferential response for any emergency services requested by the City over non-agreement customers.
6. Authorization for work performed outside of the specified time (overtime) must be obtained from a City supervisor before starting work.
7. All work performed under this contract must be performed in accordance with all applicable codes and standards.

### **B. Preventative Maintenance**

1. The Contractor shall perform preventative maintenance services on an annual basis. The City must provide a schedule for preventative maintenance.
2. Preventative maintenance must be performed Monday through Friday, from 8:00 am to 3:00 pm. The Contractor shall check in and check out with the on-site CCW Work Coordinator before and after all authorized work is performed.
3. The preventative maintenance services must include, at a minimum, the following tasks outlined below. This list is not intended to be all-inclusive for each generator. The Contractor shall also comply with the specific recommendations of the Original Equipment Manufacturer (OEM) recommendation for the preventative maintenance and for all parts/materials/fluid requirements:
  - a. Check and test all safety devices.
  - b. Check the engine coolant and replace it as required.

- c. Check for fault /codes and correct deficiencies.
  - d. Adjust the fuel regulator (if applicable).
  - e. Inspect fuel system, air intake, and exhaust systems.
  - f. Inspect oil for contamination and, if necessary, perform metal wear analysis.
  - g. Test and inspect battery charging cable and connections.
  - h. Perform fuel analysis, if necessary (diesel fuel generator).
  - i. Remove and replace lubricating oil and filters.
  - j. Remove and replace the fuel filter and air filter, as required.
  - k. Remove and replace sparkplugs, as required.
  - l. Manually start the generator.
  - m. Verify the voltage and frequency output.
  - n. Adjust engine speed as required.
  - o. Supply load test equipment and perform load test as per the requirement of a generator or informed by the CCW Work Coordinator.
  - p. Transfer Switches
    - i. Inspect and clean each drive.
    - ii. Lubricate moving parts and contact surfaces.
    - iii. Inspect and ensure all connections are tight and meet required and/or recommended torque specifications.
    - iv. Perform power transfers to ensure proper operation.
  - q. Dispose of any used parts and fluid in accordance with current EPA and/or TCEQ rules and regulations.
  - r. Provide a written report after each inspection or repair call detailing any conditions found and advising if further service will be required.
4. The Contractor shall perform repair and/or replacement parts identified during preventative maintenance. Preventative repairs shall be made to prevent an unscheduled generator breakdown and to ensure continued normal operation of generator. Replacement of parts shall be made to extend the useful life of the generator.
  5. Once necessary repair and/or replacement of parts are identified, the Contractor shall provide not to exceed estimate inclusive of labor and parts/material cost to the onsite CCW Work Coordinator for approval.
  6. The Contractor shall completely document all repairs. A copy of each

preventative maintenance service and repair report shall be provided to on-site personnel at the time of completion and shall provide the following information:

- a. Service Address
- b. Model and serial number of equipment repaired
- c. Description of the repairs
- d. Itemized list of replacement parts/materials
- e. Start time, end time and total hours worked
- f. Name of authorizing City personnel

### **C. Repair Service**

1. The onsite CCW will use prudent judgment to define emergency or non-emergency. Call back includes emergency or non-emergency repair services. The CCW Work Coordinator's decision shall remain final, and the Contractor shall act accordingly.
2. The Contractor will receive emergency repair requests via telephone and must call back within 15 minutes of call being placed by the CCW Work Coordinator. During emergency, the Contractor shall reach on site within a two-hour response time.
3. During non-emergency, the Contractor shall be available at the site within a three- hour response time.
4. In the event of adverse weather, i.e., hurricane, storm, tornado etc., the Contractor shall be available after the post weather event.
5. The Contractor shall identify the repair required and provide the onsite CCW Work Coordinator a written estimate of the time and parts/materials required for the repair and must obtain authorization prior to performing the repair.
6. The Contractor shall complete repairs within 24 hours of arrival on site. The Contractor will communicate to onsite CCW Work Coordinator.
7. any conditions that may delay work being completed within 24-hour period.
8. In case of emergency or adverse weather, the city reserves the right to use another contractor, if the Contractor response times are non-compliant.
9. If the Contractor is required to leave the premises to obtain parts/materials, onsite CCW Work Coordinator must be notified.

**D. Parts and Warranty**

1. The Contractor shall make repairs using new and unused Original Equipment Manufacturer (OEM) parts.
2. The Contractor shall provide one-year warranty on repairs and one-year warranty or manufacturer warranty on OEM parts.
3. Warranty repairs shall be corrected in a timely manner upon notification. If the Contractor, after notice, fails to proceed promptly, the City may have the defects corrected by a third party, and the Contractor shall be liable for all expenses incurred. Such action shall not relieve the Contractor of further warranty liabilities.
4. The Contractor will be responsible for submitting warranty claims to the manufacturer.

**E. Service Personnel**

1. The Contractor shall employ sufficient full-time service personnel to perform services outlined in this contract. The Contractor's service technician must be trained, experienced and qualified to perform services outlined in this scope of work.
2. The Contractor shall provide proper Personnel Protective Equipment (PPE) for their employees performing the work as required by OSHA and any other Federal, State, or Local codes, Laws, and Regulations.
3. The Contractor's technician shall check in with the on-site CCW Work Coordinator prior to commencing work and check out after completing the work. This requirement applies to regular maintenance and call-back repairs.

**F. Invoicing**

1. Invoice pricing shall reflect pricing as shown in the Contract.
2. All invoices shall provide detailed information, including:
  - a. Service Agreement number and or Purchase Order number
  - b. Service Address
  - c. Model and Serial number of equipment
  - d. Description of type of service (PM or Repair)
  - e. Itemized list of charges
  - f. Name of authorizing CCW Work Coordinator

**G. Contractor Quality Control and Superintendence**

The Contractor shall ensure that the product and services meet quality standards and are acceptable to the City's Contract Administrator to assure that the requirements of the contract are

provided as specified. The Contractor shall also provide supervision of the work to ensure it complies with the contract requirements.

**H. Safety**

The Contractor shall ensure that all work is performed safely and shall provide all necessary equipment and barriers to protect the work site, workers, city employees, city vehicles, and property.

# Exhibit 1

LOCATION	ADDRESS	GENERATOR MODEL #	GENERATOR SERIAL #	ENGINE MODEL #	ENGINE SERIAL #	ATS / Model #	Kva
Woodriver L.S.	4601 Spring Creek Dr.	Cummins - DFEG-6254688	A080151167	Cummins - QSX15-G9	79284804	EATON - atc 600	437.5
Laguna Madre WWTP	201 Jester	Cummins - DQPAB- 1529208	L150901852	Cummins - QSK19-G8	37266956	ASCO - 1325094	812.5
Cimarron LS	7401 Cimarron	Cummins - DSFAE- 5782087	1100159146	Cummins - QSB5-G3-NR3	73132871	Cutler Hammer - atc 600	100
Sharpsburg	4412 Sharpsburg Rd	Cummins / DFEJ1716425	C170169476	Cummins / QSX15-G9	79970180	ASCO - 7000 SERIES - 1597421 RE	562.5
North Beach B	3002 Timon	Cummins /C125 D6C	190473333	QSB5-G6 NR3	74430874	CUMMINGS - OTECD - 1878990 - J18M442360	156.2
Port/Pearse	2306 Pearce St.	Cummins /DFEJ-1831226	J180443996	QSX15-G9	80113966	CUMMINGS - OTECD - 1878991 - J18M438146	562.5
Whitecap WWTP	13409 Whitecap Blvd.	Cummins - DQFAC- 1748207	G170215059	QST30-G5 NR2	37271888	ASCO - 7000 - 156156WE	1125
Broadway WWTP	801 Resaca	Cummins DQKAB- 7889872	J110266097	Cummins - QSK60-G6	33188170	NA	2500
OSO Cummins Generator 1	601 Nile	Cummings (Onan) - DQFAB120066 7	D120326462	QST30-G5NR2	37253755	NA	1000
OSO Cummins Generator 2	601 Nile	Cummings (Onan) - DFHB5691276	IO40697738	QST30-G2	100376306	NA	1000

**ATTACHMENT B-BID/PRICING SCHEDULE  
CITY OF CORPUS CHRISTI  
BID FORM**

Item #	Description/Location	Unit	1-Year Qty	Unit Price	Total Price
<b>Preventative Maintenance – ATS inspection – Load Bank (1.9 work site locations)</b>					
1	Wood River Lift Station	EA	1		<b>2,351.21</b>
2	Laguna Madre WWTP	EA	1		<b>3,549.49</b>
3	Cimarron Lift Station	EA	1		<b>1,872.75</b>
4	Sharpsburg Lift Station	EA	1		<b>2,847.09</b>
5	North Beach “B” Lift Station	EA	1		<b>1,920.99</b>
6	Port and Pearse Lift Station	EA	1		<b>2,883.84</b>
7	Whitecap WWTP	EA	1		<b>4,725.47</b>
8	Broadway WWTP	EA	1		<b>7,973.11</b>
9	Oso WWTP #1	EA	1		<b>4,215.72</b>
10	Oso WWTP #2	EA	1		<b>4,215.72</b>
<b>Parts / Materials</b>			Estimated		
11	Parts/Materials	EA	\$70,000		\$70,000
12	Travel Allowance	EA	\$5,000		\$5,000
13	Misc – (Freight, Road Mileage)	EA	\$5,000		\$5,000
<b>Labor</b>					
14	Repairs – Technician M-F 8:00 – 5:00	HR	100	\$223.30	\$22,330
15	After Hours, Holiday, Weekends – Repairs – Technician M-F 8:00 – 5:00	HR	25	\$239.80	\$ 5,995
<b>TOTAL</b>					<b>\$ 144,880.39</b>

COMPANY: Cummins Southern Plains LLC

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NAME OF PERSON AUTHORIZED TO SIGN: Robert J. Walkup

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ADDRESS: 1058 Southern Minerals Rd

CITY / STATE: Corpus Christi, TX

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PHONE: 210.394.5610

EMAIL: PO031@cummins.com

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FAX: NA

DATE: 03.05.2025

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SIGNATURE:

*Robert J. Walkup IV*

TITLE: PEM Territory  
Manager

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**THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL BIDS. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE BIDS RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.**



## ATTACHMENT B-1: TRAVEL POLICY

### OUT OF TOWN TRAVEL FOR CONTRACTORS

Reimbursement for Contractors that have contracts with the City that contain travel reimbursement, must comply with this policy unless otherwise noted in their contract.

#### **I. Transportation:**

##### Mileage Reimbursement:

For a Contractor to receive mileage reimbursement, the Contractor must meet the following criteria:

- Have a valid Driver's License for the class of vehicle driven;
- Maintain current proof of minimum liability insurance coverage as required by the State of Texas.
- Maintain the vehicle in compliance with applicable state laws.

When traveling by vehicle, reimbursement will be made for self-parking only.

Contractors are responsible for accurately reporting mileage for reimbursement.

Failure to provide accurate and complete information will be considered non-reimbursable.

##### Car Rental:

In the event that a Contractor must utilize a rental car for business travel, a small to mid-size car should be requested at the most economical rate to the City.

##### Airfare:

The Contractor should reserve the lowest priced domestic coach class airfare at time of booking in order to keep costs to the City down to a minimum.

Reservations should be made as early as possible in order to minimize cost to the City.

Luggage fees are reimbursable, but upgrades and preferred seating charges are not unless due to extraordinary circumstances and subsequently approved by the Department Director.

Dues for airport or airline frequent flyer programs are not reimbursable.

#### **II. Lodging and Meals:**

##### Overnight Travel for Meals and Hotel Expenses:

Expenses for meals and all tips involving overnight travel will be paid on a per diem basis based on meal charges recommended by the federal per diem rate.

Destination cities that are not listed will be reimbursed at the standard continental United States (CONUS) per diem rate. The rates can be accessed at [www.gsa.gov](http://www.gsa.gov).

When a Contractor travels only part of the day, the federal per diem rate may not be claimed for the entire day. The following times should be considered when requesting meal reimbursement for partial days:

Departure Time

Before 8am

By 12pm

By 5pm

Returning Time

Before 12pm

12pm – 5pm

After 5pm

Breakfast

Lunch

Dinner

Contractors are expected to use good judgment in minimizing such cost to the City.

If a Contractor incurs costs for Internet connections and/or other business-related costs while on City business, City will reimburse with receipts.

**III.Non-Allowable Expenses:**

The cost of alcoholic beverages, laundry/dry cleaning, in-room movies, tours, personal entertainment, limousines, expenses related to a personally owned vehicle, parking and traffic violations, lost baggage, and spouse or other family expenses are specifically excluded from reimbursement except when approved by the City Manager as "extraordinary expenses".

All reimbursements MUST be submitted in writing with required receipts attached.

## Attachment C: Insurance and Bond Requirements

### A. CONTRACTOR'S LIABILITY INSURANCE

1. 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.
2. 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

3. 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.

## B. ADDITIONAL REQUIREMENTS

1. 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.
2. 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.
3. 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

4. **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.
5. 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.

6. 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.
7. 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.
8. 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.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

**No bond is required for this agreement.**

2024 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2024 Risk Management – Legal Dept.

### **Attachment D: Warranty Requirements**

1. The Contractor must provide a one-year warranty on repairs.
2. The Contractor must provide a one-year warranty or manufacturer's warranty on OEM parts.
3. The Contractor shall warranty City approved equivalent parts for 90 days.
4. Warranty repairs must be corrected in a timely manner upon notification. If the Contractor fails to proceed promptly, the City may have the defects corrected by a third party, and the Contractor shall be liable for all expenses incurred. Such action will not relieve the Contractor of further warranty liabilities.
5. The Contractor will be responsible for submitting warranty claims to the manufacturer.