

SERVICE AGREEMENT NO. 2168

Electrical Services for Sunrise Beach, Rincon Pump Station and Wesley Seale Dam

THIS **Electrical Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Nesmith Electrical Services LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Electrical Services in response to Request for Bid/Proposal No. 2168 ("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 Electrical Services ("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 two 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 three additional one-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 \$100,000.00, 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: Diana Zertuche Garza
Department: Utilities
Phone: 361-826-1827
Email: DianaG@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. **Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Diana Zertuche Garza
Title: Contracts/Funds Administrator
Address: 13101 Leopard Street, Corpus Christi, TX 78410
Phone: 361-826-1827
Fax: 361-826-4488

IF TO CONTRACTOR:

Nesmith Electrical Services LLC
Attn: Jesse Nesmith
Title: Owner
Address: 6217 Jakes Wake Run, Corpus Christi, TX 78414
Phone: 361-779-6899
Fax: N/A

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

18. **Termination.**

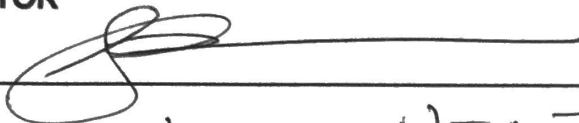
(A) The City Manager may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure 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: 

Printed Name: JESSE NESMITH

Title: owner / operator

Date: 7/25/19

CITY OF CORPUS CHRISTI

Kim Baker
Director of Contracts and Procurement

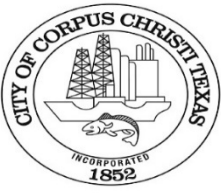
Date: _____

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. 2168
- Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements

- A. The Contractor shall provide Electrical services at Sunrise Beach, Rincon Pump Station and Wesley Seale Dam on as needed basis as per this Scope of Work under a job order contract.
- B. The Contractor shall maintain enough responsible, trained, licensed personnel to provide the services.
- C. The Contractor shall provide labor, supervision, tools, equipment, and transportation necessary to perform the services.
- D. All work performed must be accomplished in a manner that meets all applicable original equipment specifications, trade standards and provisions, federal, state, local codes and regulations.

1.2 Electrical Services

The Contractor shall perform the following Electrical services on as needed basis include but not limited to:

- A. Assemble, install, test and maintain electrical or electronic wiring, equipment, appliances, apparatus, and fixtures.
- B. Diagnose malfunctioning systems, apparatus, and components, using test equipment and hand tools, to locate the cause of a breakdown and correct the problem.
- C. Repair of Data and telephone cabling.
- D. Connect wires to circuit breakers, transformers, or other components.
- E. Inspect electrical systems, equipment, and components to identify hazards, defects, and the need for adjustments or repairs, and to ensure compliance with codes.
- F. Advise management on whether continued operation of equipment could be hazardous.
- G. Test electrical systems and continuity of circuits in electrical wiring, equipment, and fixtures, using testing devices such as ohmmeters, voltmeters, and oscilloscopes, to ensure compatibility and safety of system.
- H. Plan layout and installation of electrical wiring, equipment and fixtures, based on job specifications and local codes.
- I. Prepare sketches or follow blueprints to determine the location of wiring and equipment and to ensure conformance to building and safety codes.
- J. Use a variety of tools and equipment such as power construction equipment, measuring devices, power tools, and testing equipment including oscilloscopes, ammeters, and test lamps.
- K. Install ground leads and connect power cables to equipment, such as motors.

- L. Repair or replace wiring, equipment, and fixtures, using hand and power tools.
- M. Work from ladders, scaffolds, and roofs, to install, maintain or repair electrical wiring, equipment, and fixtures.
- N. Place conduit (pipes or tubing) inside designated partitions, walls or other concealed areas, and pull insulated wires or cables through the conduit to complete circuits between boxes.
- O. Construct and fabricate parts, using hand tools and specifications.
- P. Fasten small metal or plastic boxes to walls to house electrical switches or outlets.
- Q. Perform physically demanding tasks, such as digging trenches to lay conduit and moving and lifting heavy objects.
- R. Provide assistance during emergencies by operating floodlights and generators, placing flares, and driving needed vehicles.

1.3 Job Order

- A. Information for the services shall be provided to the Contractor through job order or phone/ email only in emergency. The Contractor shall request the job order copy from the Contract Administrator, if City fails to provide.
- B. The Contractor shall submit a written estimate for approval to the Contract Administrator utilizing pricing as outlined in the Contract pricing.
- C. The Contractor shall provide a payment bond if the estimate of the job order exceeds \$50,000 and a performance bond if the estimate of the job order exceeds \$100,000.
- D. Under this contract, most of the work will be performed by the Journeyman Electrician and Apprentice (if needed). The Contractor shall include master electrician in the estimate if the work requires to pull permits for construction and installation, to oversees apprentices and Journeyman as per project requirement or approved by the Contract Administrator.
- E. The Contractor must obtain approval from the Contract Administrator prior to commencement of work. If the estimate is accepted and work performed, the Contractor's invoice shall not exceed the authorized amount unless preauthorized by the Contract Administrator via a task order amendment or change order prior to the work being performed.
- F. Along with the estimate, the Contractor shall prepare and submit a proposed work schedule that includes estimated days to complete project and number of personnel to be assigned to perform the work.
- G. The Contractor shall perform during normal working hours 8:00 AM to 5:00 PM unless approved by the Contract Administrator.
- H. The Contractor shall be onsite within two hours or within an agreeable time frame determined by the Contract Administrator
- I. Emergency service calls are defined as an event which requires immediate action to prevent a hazard to life, safety, property or avoid failure of an equipment. When an emergency arises, the Contract Administrator shall notify the Contractor of the emergency repair at the facility. The Contractor shall be on site within 30 minutes or an agreeable time frame determined by the Contract Administrator.

- J. The Contractor shall check-in with the onsite personnel upon arrival and check out after completion of work.
- K. If the Contractor is required to leave the premises to obtain parts/materials, the onsite personnel must be notified.
- L. The Contractor shall only invoice the City for the time spent on the property. The City will not pay for time spend in route or travelling to acquire parts/materials.
- M. Upon completion of service call, the Contractor's representative shall provide a job ticket. The job ticket shall include, but not limited to – Company Name, Name of Electrician/Apprentice, Date of Service, Detailed description of the work performed, root causes of failure, parts used, Job order number and total time spent on job.

1.4 Service Personnel

- A. Any personnel assigned to the service agreement shall meet all applicable certification requirements of any regulatory agency having jurisdiction. The Contractor shall ensure that all personnel are continuously trained to meet the latest electrical technology and industry standards.
- B. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely without delay. All personnel assigned to the service agreement shall wear a uniform, including safety equipment and any company issued photo identification. Contractor's employees working on site shall wear clothing with an identification logo bearing the name of the company visible from 15 feet. All personnel shall be neatly dressed in shirts, safety shoes and long pants. Shorts or torn clothing are unacceptable. Clothing worn shall be suitable for electrical work in accordance with NFPA 70E requirements.
- C. The Contractor shall conduct background checks for all personnel before assigned to work under this agreement. The Contract Administrator may ask for a background check report from the Contractor. The City reserves the right to approve or refuse employees based on background checks report.

1.5 Permits

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, Local and Municipal laws, codes or regulations, in connection with the performance of the work.

1.6 Site Control

- A. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall safeguard the area while services are being performed. The Contractor shall try to minimize any interference to the building occupants with the day to day operations. The Contractor shall ensure the safety of its employees, City employees, and the public during performance of all services under this agreement.
- B. The Contractor shall protect from damaging all existing improvements or utilities at or near the site of the work and shall repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damages promptly, the Contract Administrator may have the necessary work performed and charge the cost thereof to the Contractor.

- C. The Contractor shall not store worn or defective parts on City premises at the end of the workday, unless otherwise approved by the Contract Administrator.

1.7 Completion

- A. Upon completion of each job, the Contractor shall conduct careful inspection with the department personnel and shall correct all defective work to the satisfaction of the Contract Administrator.
- B. Remove all scrap, litter and debris resulting from operations specified herein and leave work and premises in clean and satisfactory conditions.

1.8 Compensation

- A. The Contractor shall perform services during Normal working hours 8:00 AM to 5:00 PM, Monday to Friday. Work cannot be performed on the weekends and holidays without prior approval from the Contract Administrator.
- B. All hourly rates include but is not limited to labor, overhead, profit, travel and administrative costs.
- C. Materials shall be provided to the City's at Cost and allowable contract mark up.
- D. The Contractor shall submit the invoice to the Contract Administrator. Invoice must contain the following:
 - I. Purchase order number
 - II. Description of work
 - III. Total hours billed, itemized by position and hourly rate
 - IV. Job order number
 - V. Copies of all receipts for parts/materials/equipment
- E. Approval for payment shall be authorized by the Contract Administrator.

1.9 Recordkeeping

The Contractor shall establish and maintain a log delineating complete and accurate records of all repairs, parts, supplies and materials for each location for the term of the Contract. The Contractor shall update the logs after each service defined in the Contract.

1.10 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 ensure it complies with the contract requirements.

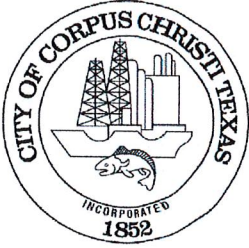
1.11 Warranty

- A. The Contractor shall warrant materials and workmanship against defects arising from faulty material, faulty workmanship for a period of 12 months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the City.
- B. Where items or equipment or material carry a manufacturer's warranty for any period in excess of 12 months, then the manufacturer's warranty shall apply for that piece

of material or equipment. The Contractor shall replace such defective equipment or materials, without cost to the City, within the manufacturer's warranty period.

1.12 Work Locations

- A. Sunrise Beach – 22925 Park Road 25, Mathis, Texas – 78368
- B. Rincon Pump Station, Near Labonte Park
- C. Wesley Seale Dam, End of County Road 365, Sandia, Texas - 78383



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

RFB No. 2168

**Electrical Services for Sunrise Beach, Rincon
Pump Station and Wesley Seale Dam**

Date: 7/11/2019

PAGE 1 OF 2

Bidder: Nesmith Electrical Services

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.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Master Electrician, Normal Hours 8:00 AM to 5:00 PM	HR	30	75.00	2,250
2	Journeyman Electrician, Normal Hours 8:00 AM to 5:00 PM	HR	100	70.00	7000
3	Apprentice, Normal Hours 8:00 AM to 5:00 PM	HR	50	45.00	2250

4	Journeyman Electrician, Afterhours, Weekends and Holiday	HR	20	105.00	2100.00
5	Apprentice, Afterhours, Weekends and Holidays	HR	10	67.50	675.00
		Estimated Spend	Mark up (%)		Estimated Spend+ Markup
8	Parts/Material	\$45,000	10%		49,500
9	Freight Allowance for Parts/Materials	\$ 6,000			\$6,000
10	Allowance for Permits	\$ 2,000			\$2,000
	Total				71,775.00

Please note that this is a job order type agreement; therefore the contract value is a not to exceed \$100,000 established by the budgeted need for these services.

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 GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

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

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

II. ADDITIONAL REQUIREMENTS

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

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

- D. Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to

stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements

Purchasing

Electrical Services and Repairs

03/26/2019 sw Risk Management

BONDS

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

ATTACHMENT D: WARRANTY REQUIREMENTS

The Contractor shall provide one-year warranty on workmanship and one-year warranty or manufacturer warranty on parts.