

## SERVICE AGREEMENT NO. 4094

### Fire Station Gear Locker Improvement for Asset Management

THIS **Fire Station Gear Locker Improvement Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Cubit Contracting, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Fire Station Gear Locker Improvement in response to Request for Bid/Proposal No. 4094 ("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 Fire Station Gear Locker Improvement ("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 six months 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 zero additional zero-month 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 \$144,100.00, 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:

Magdalena Alaniz  
Asset Management  
Phone: 361.826.3557  
MagdalenaA@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: Magdalena Alaniz  
Senior Project Manager  
1201 Leopard St., Corpus Christi, TX 78401  
Phone: 361.826.3557  
Fax: n/a

**IF TO CONTRACTOR:**

Cubit Contracting, LLC  
Attn: Waymon Armstrong  
President  
2009 Flour Bluff Dr., Corpus Christi, TX 78418  
Phone: 361.939.7110

Fax: 361.939.7861

**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: DocuSigned by:  
*Waymon Armstrong*  
32A4AEC01905449...

Printed Name: Waymon Armstrong

Title: owner

Date: 4/15/2022

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Assistant Director of 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. 4094
- Exhibit 2: Contractor's Bid/Proposal Response



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

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

The Contractor shall provide contract services for the Gear Locker Improvements at several Fire Stations. Contract shall have enough responsible, trained personnel qualified to provide the required services.

### **1.2 Scope of Work**

- A. The Contractor shall provide all supervision, labor, transportation, tools, materials, and equipment necessary for the completion of services. All services must be performed in accordance with federal, state, local building codes and OSHA safety requirements, including but not limited to IBC 2015, IPC 2015.
- B. Contractor is responsible for submitting product specifications for City Project Manager to review and approve prior to purchase and installation. Allow 14 business days for City submittal review.
- C. Contractor shall furnish all lockers and hardware according to the following specifications. Lockers shall include the following minimum specifications:
  - 1. Two adjustable shelves (helmet and boots)
  - 2. Three apparel hooks with hanging pole
  - 3. Lockable door with name plate holder (name plate excluded)
  - 4. Mounting brackets (wall & floor) and furring brackets
  - 5. Finish: Anti-Corrosive primer, durable powder coating, color to be selected by Project Manager
  - 6. Dimensions – 18" wide x 20" depth x 72.5" height, to meet the desired number of lockers capable of fitting at each designated location
- D. Lockers shall be a mix application of wall and floor freestanding mounting inside Engine Bay at disclosed locations, unless otherwise determined.
- E. Contractor shall remove existing shelves and coat hooks from areas to receive new units.
  - 1. Salvage/return coat hooks to City Fire Department
  - 2. Stand-alone shelves shall be hauled and disposed of properly.
- F. Contractor shall install 2" x 6" dimensional lumber and/or blocking where necessary for mounting units at designated locations.

- G. Contractor shall repair holes and touch up paint to areas where wall repair or removal is needed.
- H. Contractor must bring up any concerns or obstructions (pipes, electrical, flooring, walls, etc.) that could pose an issue to the installation of the gear lockers and provide resolution (e.g. provide fur down or offset supports).
- I. All construction debris must be properly and legally disposed of.
- J. Contractor is responsible for acquiring proper equipment to install lockers successfully, safely, and correctly.
- K. Contractor must field verify all measurements and perform a site inspection with City Project Manager.
- L. Contractor is responsible for maintaining construction area clean and neat daily.
- M. Contractor is responsible for communicating and coordinating the delivery of lockers to each facility.
- N. Contractor is responsible for inspecting lockers for damages and imperfections prior to installation.

### **1.3 New Gear Locker Installation**

- A. **Fire Station #4** to receive 24 lockers (Exhibit 1)
  - 1. Photo 1 & 2: Contractor shall install floor mount freestanding gear lockers in the following space. Fire Department shall remove existing fire hose rack to accommodate space for eight lockers. Area spans a length of 160". Contractor to field verify measurements.
  - 2. Photo 3 & 4: Fire Department shall assist with relocating refrigerator and work bend approximately 27"-30" down. Fire Department shall assist with relocating compressor and ladders.
  - 3. Photo 5: Contractor to remove existing hooks and bench from alcove and return to department for reuse. Contractor to install floor mount freestanding lockers in this area, approximately 71". Field verify measurements to house approximately three gear lockers.
  - 4. Photo 6 & 7: (a) Contractor shall dismantle cubicle storage units and haul off site to be properly disposed of. (b) Contractor shall demolish 8' x 3' x 8' storage enclosure on the north wall. Contractor to remove existing hooks and bench from alcove and return to department for reuse. Contractor to provide new FRP to match existing wall.

Contractor to provide patch and/or wall repair, paint wall to match existing paint.

5. Photo 7: Approximate span 198". Contractor to field verify measurements to house approximately ten floor mount freestanding gear lockers.
6. Photo 8: Approximate span 61". Contractor to field verify measurements to house approximately three floor mount freestanding gear lockers.
7. Fire Department shall remove uniforms and gear from locations for locker installation.

**B. Fire Station #7** to receive 18 lockers (Exhibit 2)

1. Photo 1: (a) Partition walls shall be demolished. Storage red framing will need to be removed. Gear lockers shall be wall mounted to engine bay CMU walls. Area to house 11 lockers. (b) Existing shelves and coat racks will be removed and given back to the Fire Department, unless otherwise specified. Contractor to provide touch up paint and hole repairs.
2. Photo 2: Lockers will have an offset due to column.
3. Photo 3: Lockers will need to utilize 6" furring mounts to offset from water line.
4. Photo 4: Gear lockers shall be wall mounted. Area spans approximately 70" in length to house approximately three lockers.
5. Photo 5: Existing storage unit shall be removed and disposed of. Gear lockers shall be wall mounted and house approximately four lockers.
6. Fire Department is responsible for clearing storage alcove and stand alone storage units.
7. No work to be done to hose rack.
8. Contractor is responsible for field verifying measurements to house appropriate number of lockers at each location/area.
9. Contractor is responsible for providing additional lumber support for proper anchorage of lockers to walls if necessary.

**C. Fire Station #9** to receive 18 lockers (Exhibit 3)

1. Photo 1: Gear lockers shall be wall mounted to engine bay walls. Fire Department shall remove section of existing fire hose rack. Fire Department shall relocate refrigerator area to house six lockers.

2. Photo 2: Contractor shall dismantle existing cubicle storage units and haul off site to be properly disposed of and install wall mount lockers with 6" furring brackets. Contractor shall provide additional blocking support if necessary. Area spans a length of 223". Contractor to field verify length to house approximately 12 wall mounted gear lockers.
3. Photo 3: 3"-4" pipe hidden behind existing cubbies. Lockers will need 6" furring brackets to offset from wall.
4. Contractor is responsible for field verifying measurements to house appropriate number of lockers at each location/area.
5. Contractor is responsible for providing additional lumber and/or blocking support if necessary for a wall mount installation.
6. Fire Department is responsible for removing gear equipment and uniforms from storage cubbies.

**D. Fire Station #14** to receive 18 lockers (Exhibit 4)

1. Photo 1: Gear lockers shall be wall mounted to engine bay walls inside each storage alcove. Contractor shall remove existing shelves and shelving brackets and return to Fire Department, unless otherwise specified. Alcoves shall house four lockers each for a total of eight at location closet framing closet framing shall be removed. Contractor shall provide touch up paint and hole repairs.
2. Photo 2: Contractor shall remove/dispose of standalone wooden shelves. Area spans a length of 115". Contractor to field verify length to house approximately six wall mounted gear lockers.
3. Photo 3: Contractor shall remove/dispose of standalone wooden shelves. Area spans a length of 87". Contractor to field verify length to house approximately four wall mounted gear lockers.
4. Contractor responsible for field verifying measurements to house appropriate number of lockers at each location/area.
5. Contractor responsible for providing additional lumber support for proper anchorage of lockers to walls if necessary.
6. Fire Department responsible for removing gear equipment and uniforms from storage cubbies and alcoves.

**E. Fire Station #15** to receive 18 lockers (Exhibit 5)

1. Photo 1: Gear lockers shall be wall mounted to engine bay CMU walls. Contractor shall remove existing shelves and return to Fire Department, unless

otherwise specified. Area spans a length of 84" each. A location shall house a total of eight lockers at location.

2. Photo 2: Fire Department shall remove section of existing fire hose rack. Contractor shall install ten wall mount lockers.
3. Contractor is responsible for field verifying measurements to house appropriate number of lockers at each location/area.
4. Contractor is responsible for providing additional lumber support for proper anchorage of lockers to walls if necessary.
5. Fire Department is responsible for removing gear equipment and uniforms from storage cubbies and alcoves.

F. **Fire Station #17** to receive 21 lockers (Exhibit 6)

1. Photo 1: Contractor shall install seven floor mount freestanding lockers. Fire Department shall remove hose rack pipe.
2. Photo 2: Contractor shall demo wall partition. Contractor is responsible for demolishing wall in a professional manner. Wall may house electrical wiring and will exercise caution during demo. See Photo 4.
3. Contractor shall dismantle existing cubicle storage units and haul off site to be properly disposed of and install floor mount freestanding lockers.
4. Area spans a length of 153". Contractor to field verify length to house approximately six wall mounted gear lockers. Contractor to provide paint and hole repairs.
5. Photo 3: Contractor shall install eight wall mounted gear lockers to area. Area spans a length of 161". Contractor is responsible for providing additional lumber support for proper anchorage of lockers to walls if necessary.

#### **1.4 Work Site and Conditions**

The work shall be performed at:

- A. Fire Station #4 – 2338 Rodd Field Road, Corpus Christi, TX 78414
- B. Fire Station #7 – 3722 South Staples Street, Corpus Christi, TX 78411
- C. Fire Station #9 – 501 Navigation Blvd., Corpus Christi, TX 78408
- D. Fire Station #14 – 5901 South Staples Street, Corpus Christi, TX 78413
- E. Fire Station #15 – 14202 Commodores Dr., Corpus Christi, TX 78418
- F. Fire Station #17 – 6869 Yorktown Road, Corpus Christi, TX 78414

## **1.5 Invoicing**

Contractor shall submit monthly progressive invoices for services to the City. Invoice shall include:

- A. Work description. purchase order numbers, service agreement number, location and date of service and labor hours, and receipts for any and all material.
- B. Invoices shall be sent as follows:
  - 1. Original copy to Accounts Payable
  - 2. Copy of invoice to [facilitymaintenanceinvoicing@cctexas.com](mailto:facilitymaintenanceinvoicing@cctexas.com)
  - 3. Copy to Contract Administrator
- C. The Contractor shall include copies of work order and Contractor information checklist (CIC) as back-up for the invoice. Approval for payment shall be authorized by the Contract Administrator or Project Manager.

## **1.6 Special Instructions**

- A. Contractor shall report to the Project Manager or designee at the location upon arrival.
- B. Any unauthorized changes or services performed by the Contractor will be at the responsibility of the Contractor and not Asset Management-Facility Maintenance.
- C. Contractor shall clean and haul away all debris.
- D. Contractor shall commence work no more than TBD days from date of notice to proceed.
- E. After completion of inspection, Contractor shall report back to the Project Manager or designee.

VISUAL AID  
NOT FOR  
REGULATORY  
APPROVAL  
PERMITTING OR  
CONSTRUCTION

DRAWN BY: M. ALAN  
DATE: 2/25/2022

CITY OF CORPUS CHRISTI  
TEXAS  
Department of Area Services

FIRE STATION#4 GEAR LOCKER  
IMPROVEMENTS  
2338 RHODD FIELD ROAD CORPUS CHRISTI, TEXAS  
PHOTOS: ENGINE BAY  
LOCKER LOCATIONS

SHEET 1 of 6  
DRAWING NO.:

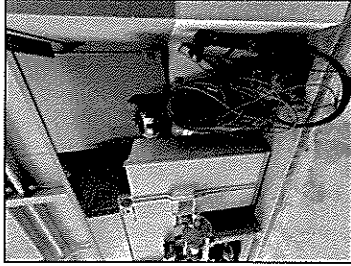
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SHEET NO  
FS#4

REVISION NO.	DATE	DESCRIPTION



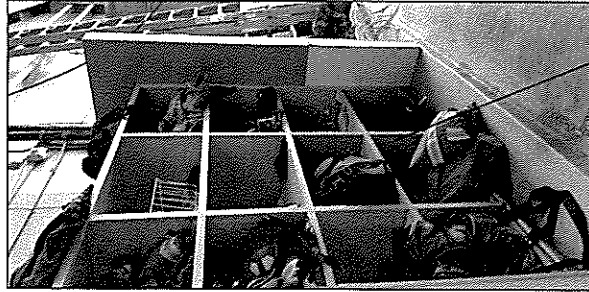
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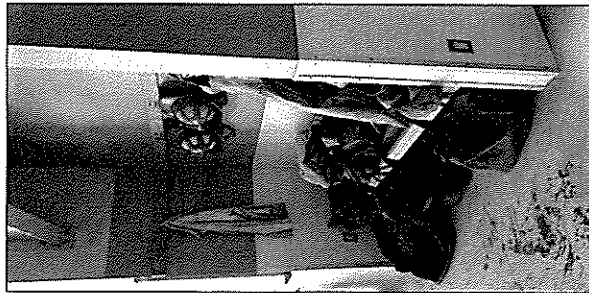
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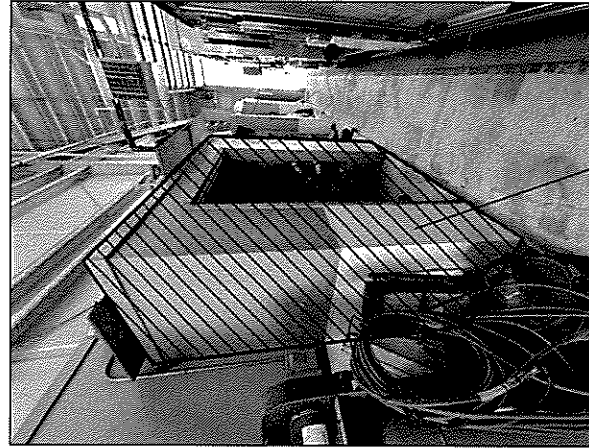
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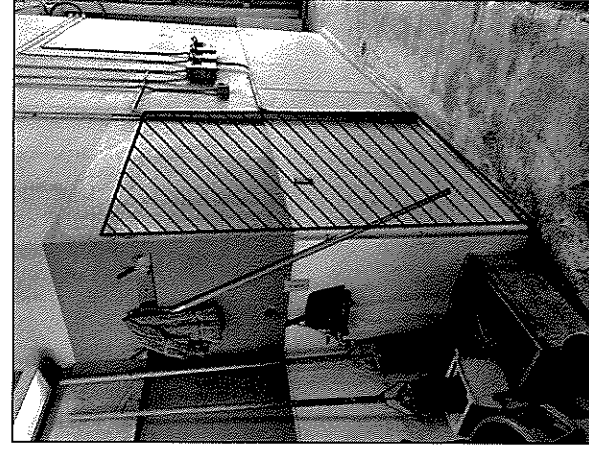
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N.T.S



5 PHOTO- FS #4  
N.T.S



6 PHOTO- FS #4  
N.T.S



7 PHOTO- FS #4  
N.T.S

8 PHOTO- FS #4  
N.T.S

**GENERAL NOTES**

PHOTO 1 AND 2: CONTRACTOR SHALL INSTALL FLOOR MOUNT FREESTANDING GEAR LOCKERS IN THE FOLLOWING SPACE. FIRE DEPARTMENT SHALL REMOVE EXISTING FIRE HOSE RACK TO ACCOMMODATE SPACE FOR (6) LOCKERS. MEASUREMENTS: LENGTH OF 18" (IN). CONTRACTOR TO FIELD VERIFY MEASUREMENTS.

PHOTO 3 & PHOTO 4: FIRE DEPARTMENT SHALL ASSIST WITH RELOCATING REFRIGERATOR AND WORK BENCH APPROXIMATELY 27-30" DOWN. FIRE DEPARTMENT SHALL ASSIST WITH RELOCATING COMPRESSOR AND LAUNDERS.

PHOTO 5: CONTRACTOR TO REMOVE EXISTING HOOKS AND BENCH FROM ALCOVE AND RETURN TO DEPARTMENT FOR REUSE. INSTALL FLOOR MOUNT FREESTANDING LOCKERS IN THIS AREA. APPROX. (2) IN). FIELD VERIFY MEASUREMENTS TO HOUSE APPROXIMATELY (3) GEAR LOCKERS.

PHOTO 6 AND 7: A. CONTRACTOR SHALL DISMANTLE CUBICAL STORAGE UNITS AND HAUL OFF SITE TO BE PROPERLY DISPOSED OF. B. CONTRACTOR SHALL DEMOLISH 8' X 3' X 8' STORAGE ENCLOSURE ON THE NORTH WALL. CONTRACTOR TO REMOVE EXISTING HOOKS AND BENCH FROM THE NORTH WALL. CONTRACTOR TO REMOVE EXISTING HOOKS AND BENCH FROM THE NORTH WALL. CONTRACTOR TO PROVIDE PATCH AND/OR WALL REPAIR. PAINT WALL TO MATCH EXISTING.

PHOTO 7: APPROXIMATED SPAN 198" (IN.). CONTRACTOR TO FIELD VERIFY MEASUREMENTS TO HOUSE APPROXIMATELY (10) FLOOR MOUNT FREESTANDING GEAR LOCKERS.

PHOTO 8: APPROXIMATELY SPAN 161" (IN.). CONTRACTOR TO FIELD VERIFY MEASUREMENTS TO HOUSE APPROXIMATELY (3) FLOOR MOUNT FREESTANDING GEAR LOCKERS.

FIRE DEPARTMENT SHALL REMOVE UNIFORMS AND GEAR FROM LOCATIONS FOR LOCKER INSTALLATION.

FACILITY WILL NEED A TOTAL OF (24) GEAR LOCKERS

Exhibit 1

VISUAL AID  
NOT FOR  
REGULATORY  
APPROVAL,  
PERMITTING OR  
CONSTRUCTION

DRAWN BY: M. ALAN  
DATE: 2/25/2022

CITY OF CORPUS CHRISTI  
TEXAS

FIRE STATION #7 GEAR LOCKER  
IMPROVEMENTS  
3722 SOUTH STAPLES ST. CORPUS CHRISTI, TEXAS

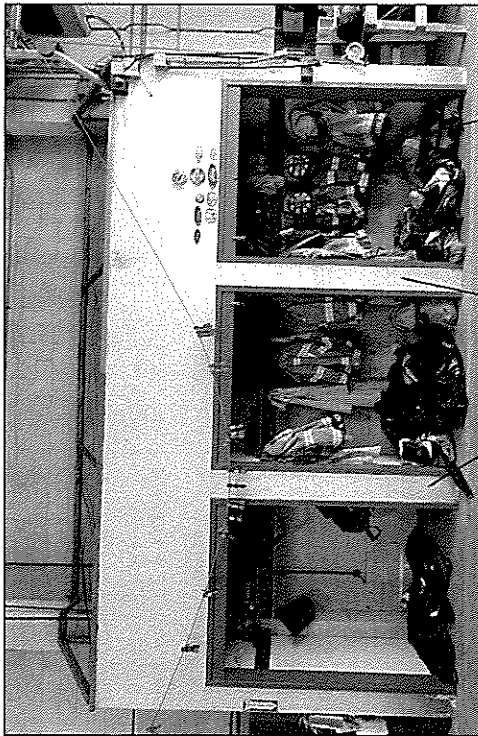
PHOTOS: ENGINE BAY  
LOCKER LOCATIONS

SHEET 2 of 6  
DRAWING NO.:

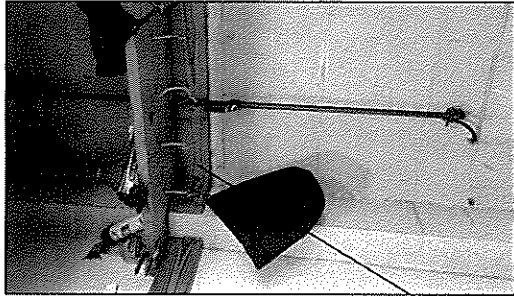
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FS#7.

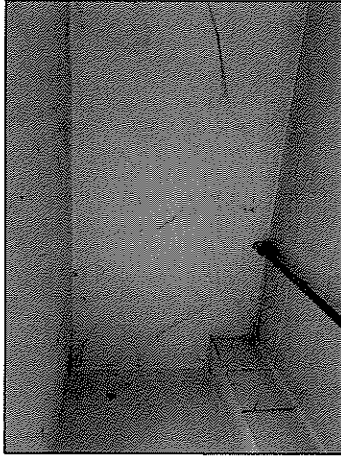
REVISION NO.	DATE	BY	DESCRIPTION



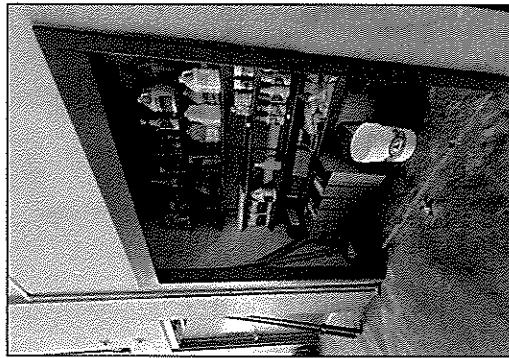
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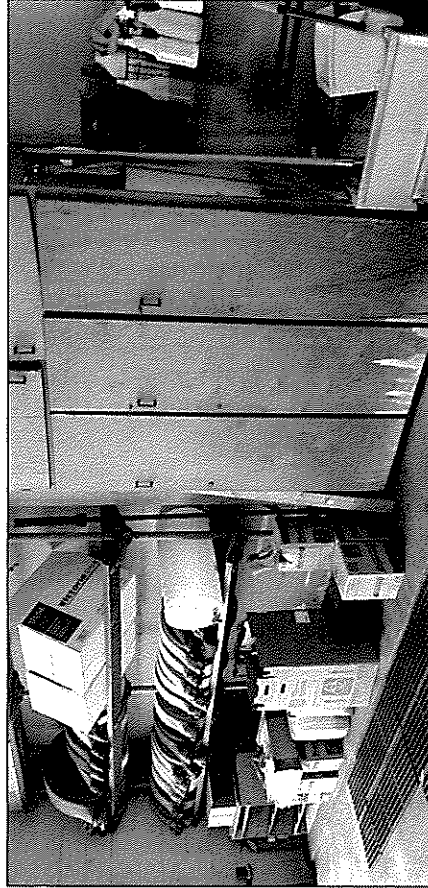
2 PHOTO- FS #7  
XIX N.T.S



3 PHOTO- FS #7  
XIX N.T.S



4 PHOTO- FS #7  
XIX N.T.S



5 PHOTO- FS #7  
XIX N.T.S

**GENERAL NOTES**

PHOTO 1: A PARTITION WALLS SHALL BE DEMOLISHED. STORAGE RED FRAMING WILL NEED TO BE REMOVED. GEAR LOCKERS SHALL BE WALL MOUNTED TO ENGINE BAY CMU WALLS. AREA TO HOUSE (1) LOCKER APPROXIMATELY (1) LOCKERS.  
B EXISTING SHELVES AND COAT RACKS WILL BE REMOVED AND GIVEN BACK TO THE FIRE DEPARTMENT, UNLESS OTHERWISE SPECIFIED. PROVIDE TOUCH UP PAINT AND HOLE REPAIRS.

PHOTO 2: LOCKERS WILL HAVE AN OFFSET DUE TO COLUMN.

PHOTO 3: LOCKERS WILL NEED TO UTILIZE 6" FURRING MOUNTS TO OFFSET FROM WATER LINE.

PHOTO 4: GEAR LOCKERS SHALL BE WALL MOUNTED. AREA SPANS A LENGTH OF 70' (R) TO HOUSE APPROXIMATELY (3) LOCKERS.

PHOTO 5: EXISTING STORAGE UNIT SHALL BE REMOVED AND DISPOSED OFF. GEAR LOCKERS SHALL BE WALL MOUNTED AND HOUSE APPROXIMATELY (4) LOCKERS.

FIRE DEPARTMENT IS RESPONSIBLE FOR CLEARING STORAGE ALCOVE AND STAND ALONE STORAGE UNITS.

FIRE DEPARTMENT RESPONSIBLE FOR RELOCATING GEAR EQUIPMENT AND UNIFORMS FROM STORAGE ALCOVE.

NO WORK TO BE DONE TO HOSE RACK.

CONTRACTOR RESPONSIBLE FOR FIELD VERIFYING MEASUREMENTS TO HOUSE APPROPRIATE NUMBER OF LOCKERS AT EACH LOCATION/AREA.

CONTRACTOR RESPONSIBLE FOR PROVIDING ADDITIONAL LUMBER SUPPORT FOR PROPER ANCHORAGE OF LOCKERS TO WALLS IF NECESSARY.

FACILITY WILL NEED A TOTAL OF (19) GEAR LOCKERS



VISUAL AID  
NOT FOR  
REGULATORY  
APPROVAL,  
PERMITTING OR  
CONSTRUCTION

DRAWN BY: M. ALAN  
DATE: 2/25/2022

CITY OF CORPUS CHRISTI  
TEXAS  
LOCKER LOCATIONS

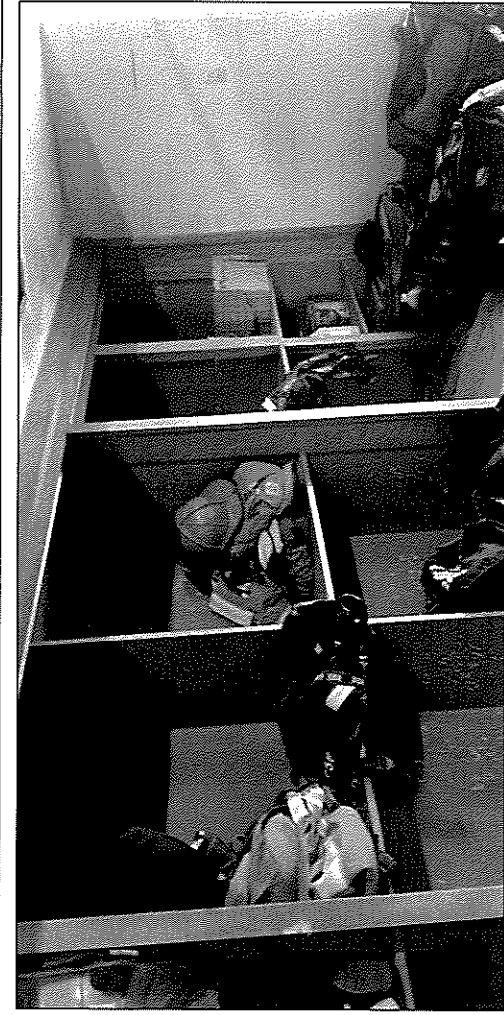
FIRE STATION #9 GEAR LOCKER  
IMPROVEMENTS  
601 NAVIGATION BLVD, CORPUS CHRISTI, TEXAS  
PHOTOS: ENGINE BAY  
LOCKER LOCATIONS

SHEET 3 of 6  
DRAWING NO:

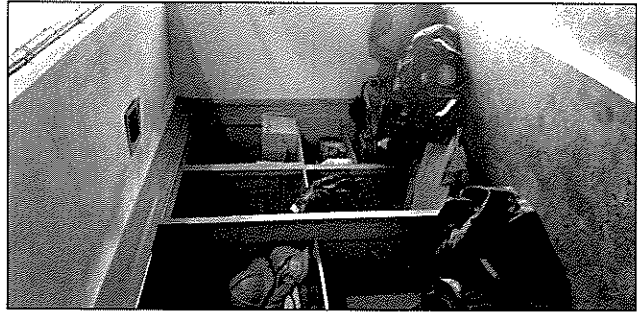
CITY PROJECT #

SHEET NO  
FS#9

REVISION NO	DATE	DESCRIPTION



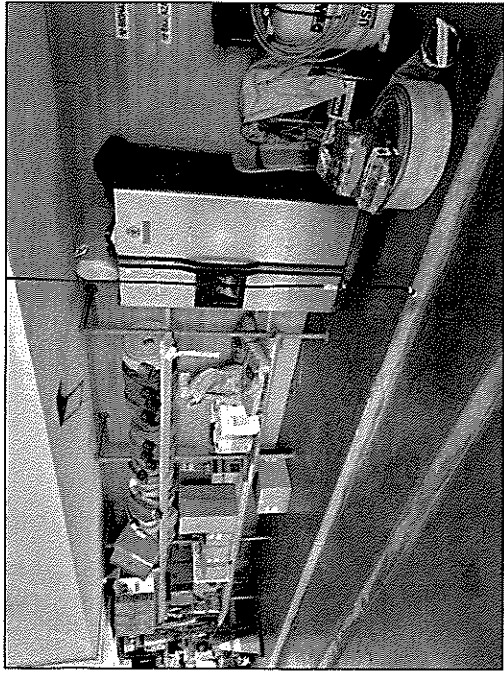
2 PHOTO- FS #9  
N.T.S.



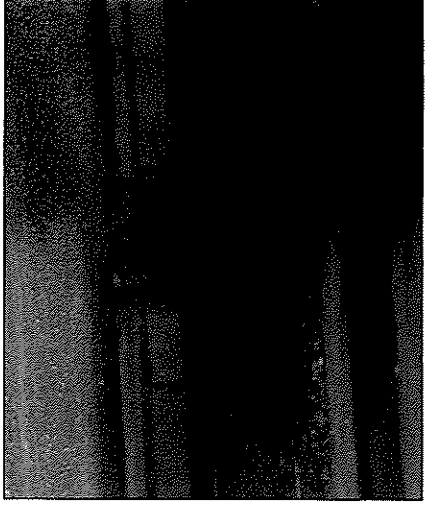
5 PHOTO- FS #9  
N.T.S.



4 PHOTO- FS #9  
N.T.S.



1 PHOTO- FS #9  
N.T.S.



3 PHOTO- FS #9  
N.T.S.

**GENERAL NOTES**

- PHOTO 1: GEAR LOCKERS SHALL BE WALL MOUNTED TO ENGINE BAY WALLS. FIRE DEPARTMENT SHALL REMOVE SECTION OF EXISTING REFRIGERATOR AREA TO HOUSE (6) LOCKERS.
- PHOTO 2: CONTRACTOR SHALL DISMANTLE EXISTING CURBIA, STORAGE UNITS AND HAIL OFF SITE TO BE PROPERLY DISPOSED OF AND INSTALL WALL MOUNT LOCKERS WITH 6 FURRING BRACKETS. PROVIDE ADDITIONAL BLOCKING SUPPORT IF NECESSARY. AREA SPANS A LENGTH OF 223" (N), CONTRACTOR TO FIELD VERIFY LENGTH TO HOUSE APPROXIMATELY (12) WALL MOUNTED GEAR LOCKERS.
- PHOTO 3: 3/4" PINE MOLDING BEHIND EXISTING CURBIES. LOCKERS WILL NEED 6 FURRING BRACKETS TO OFFSET FROM WALL.
- CONTRACTOR RESPONSIBLE FOR FIELD VERIFYING MEASUREMENTS TO HOUSE APPROPRIATE NUMBER OF LOCKERS AT EACH LOCATION/AREA.
- CONTRACTOR RESPONSIBLE FOR PROVIDING ADDITIONAL LUMBER AND/OR BLOCKING SUPPORT IF NECESSARY FOR A WALL MOUNT INSTALLATION.
- FIRE DEPARTMENT RESPONSIBLE FOR REMOVING GEAR EQUIPMENT AND UNIFORMS FROM STORAGE CURBIES.
- FACILITY WILL NEED A TOTAL OF (18) GEAR LOCKERS

VISUAL AID  
NOT FOR  
REGULATORY  
APPROVAL,  
PERMITTING OR  
CONSTRUCTION

DRAWN BY: M. ALAN  
DATE: 2/25/2022

CITY OF CORPUS CHRISTI  
TEXAS

FIRE STATION #14 GEAR LOCKER  
IMPROVEMENTS  
5901 SOUTH STAPLES ST. CORPUS CHRISTI, TEXAS

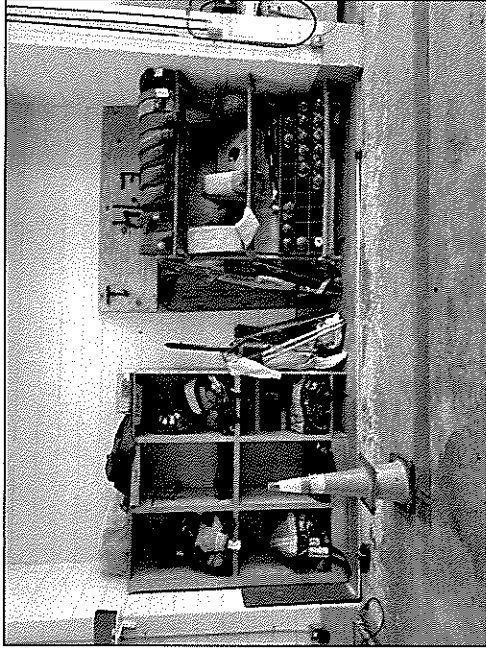
PHOTOS: ENGINE BAY  
LOCKER LOCATIONS

SHEET 4 of 6  
DRAWING NO.:

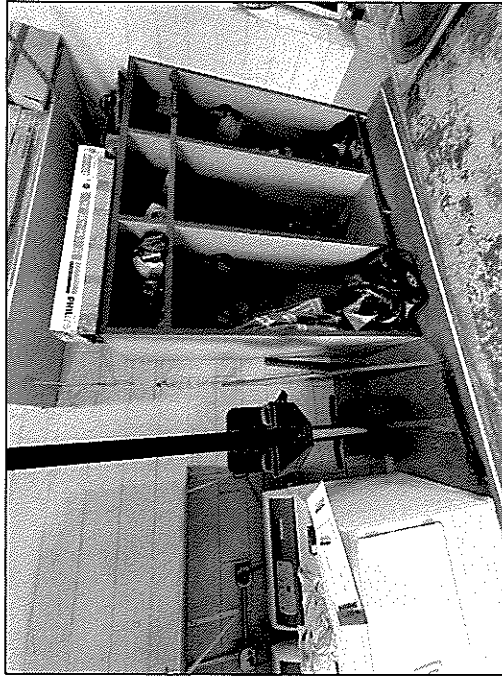
CITY PROJECT #

SHEET NO  
FS#14

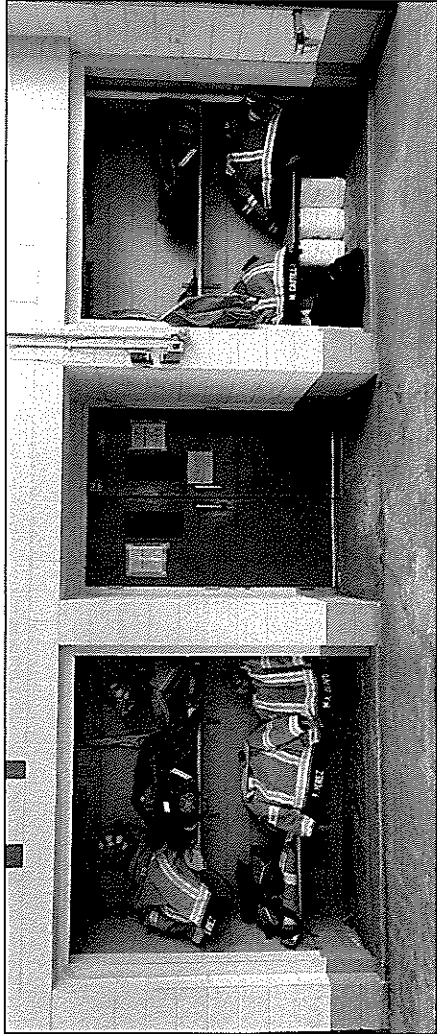
REVISION NO.	DATE	DESCRIPTION



2 PHOTO- FS #14  
X | Y N.T.S



3 PHOTO- FS #14  
X | Y N.T.S



1 PHOTO- FS #14  
X | Y N.T.S

**GENERAL NOTES**

- PHOTO 1: GEAR LOCKERS SHALL BE WALL MOUNTED TO ENGINE BAY WALLS INSIDE EACH STORAGE ALCOVE. CONTRACTOR SHALL REMOVE EXISTING SHELVES AND SHELVING BRACKETS AND RETURN TO FIRE DEPARTMENT, UNLESS OTHERWISE SPECIFIED. ALCOVES SHALL HOUSE (4) LOCKERS EACH FOR A TOTAL OF (8) AT LOCATION. LOCKERS WILL BE REMOVED, PROVIDE TOUCH UP PAINT AND HOLE REPAIRS.
- PHOTO 2: CONTRACTOR SHALL REMOVE/DISPOSE OF STAND ALONE WOODEN SHELVES. AREA SPANS A LENGTH OF 116" (IN.) CONTRACTOR TO FIELD VERIFY LENGTH TO HOUSE APPROXIMATELY (6) WALL MOUNTED GEAR LOCKERS.
- PHOTO 3: CONTRACTOR SHALL REMOVE/DISPOSE OF STAND ALONE WOODEN SHELVES. AREA SPANS A LENGTH OF 87" (IN.) CONTRACTOR TO FIELD VERIFY LENGTH TO HOUSE APPROXIMATELY (4) WALL MOUNTED GEAR LOCKERS.
- CONTRACTOR RESPONSIBLE FOR FIELD VERIFYING MEASUREMENTS TO HOUSE APPROPRIATE NUMBER OF LOCKERS AT EACH LOCATION/AREA.
- CONTRACTOR RESPONSIBLE FOR PROVIDING ADDITIONAL LUMBER SUPPORT FOR PROPER ANCHORAGE OF LOCKERS TO WALLS IF NECESSARY.
- FIRE DEPARTMENT RESPONSIBLE FOR REMOVING GEAR EQUIPMENT AND UNIFORMS FROM STORAGE CUBBIES AND ALCOVES.
- FACILITY WILL NEED A TOTAL OF (18) GEAR LOCKERS

VISUAL AID  
NOT FOR  
REGULATORY  
APPROVAL,  
PERMITTING OR  
CONSTRUCTION

DRAWN BY: M. ALAN  
DATE: 2/25/2022

CITY OF CORPUS CHRISTI  
TFXAS

FIRE STATION #15 GEAR LOCKER  
IMPROVEMENTS  
14202 COMMODORES ST. CORPUS CHRISTI, TEXAS

PHOTOS: ENGINE BAY  
LOCKER LOCATIONS

SHEET 5 of 6  
DRAWING NO.:

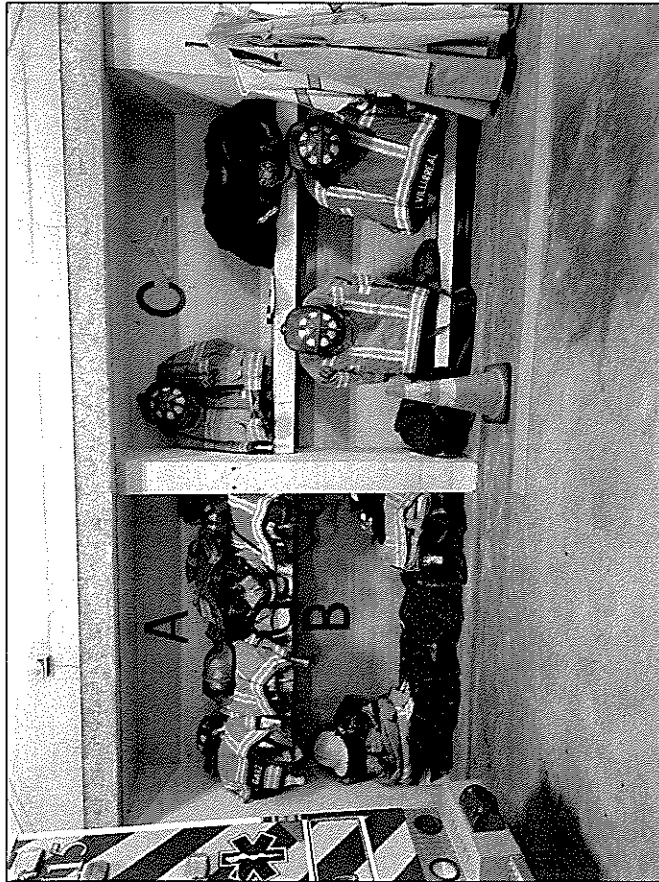
CITY PROJECT#

SHEET NC  
FS#15

REVISION NO.	DATE	BY	DESCRIPTION



2 PHOTO- FS #15  
N.T.S.



1 PHOTO- FS #15  
N.T.S.

**GENERAL NOTES**

PHOTO 1. GEAR LOCKERS SHALL BE WALL MOUNTED TO ENGINE BAY OR FACILITY WALLS. CONTRACTOR SHALL VERIFY HEIGHTS AND RETURN TO FIRE DEPARTMENT FOR ANY HEIGHTS OTHER THAN SPECIFIED AREA SPANS A LENGTH OF 84"(IN) EACH. A LOCATION SHALL HOUSE A TOTAL OF (8) AT LOCATION.

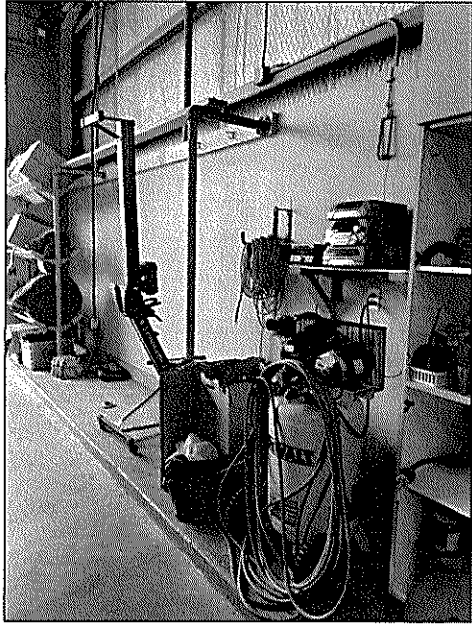
PHOTO 2. FIRE DEPARTMENT SHALL REMOVE SECTION OF EXISTING FIRE HOSE RACK. CONTRACTOR SHALL INSTALL (10) WALL MOUNT LOCKERS.

CONTRACTOR RESPONSIBLE FOR FIELD VERIFYING MEASUREMENTS TO HOUSE APPROPRIATE NUMBER OF LOCKERS AT EACH LOCATION/AREA.

CONTRACTOR RESPONSIBLE FOR PROVIDING ADDITIONAL LUMBER SUPPORT FOR PROPER ANCHORAGE OF LOCKERS TO WALLS IF NECESSARY.

FIRE DEPARTMENT RESPONSIBLE FOR REMOVING GEAR EQUIPMENT AND UNIFORMS FROM STORAGE CUBBIES AND ALCOVES.

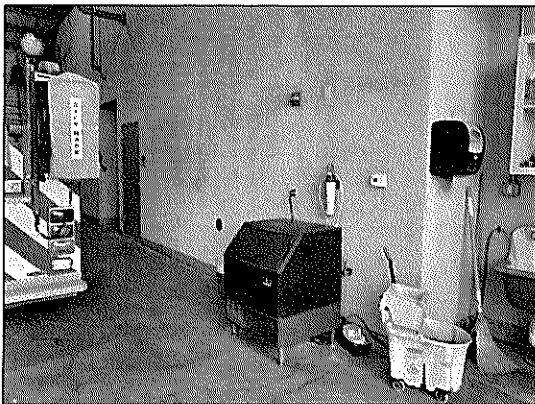
FACILITY WILL NEED A TOTAL OF (18) GEAR LOCKERS



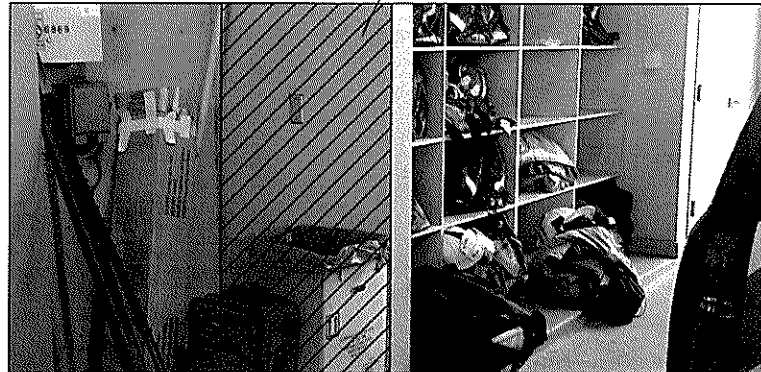
1 PHOTO- FS #17  
X X N.T.S



2 PHOTO- FS #17  
X X N.T.S



3 PHOTO- FS #17  
X X N.T.S



4 PHOTO- FS #17  
X X N.T.S

**GENERAL NOTES**

PHOTO 1: CONTRACTOR SHALL INSTALL (7) FLOOR MOUNT FREESTANDING LOCKERS. FIRE DEPARTMENT SHALL REMOVE HOSE RACK PIPE.

PHOTO 2: CONTRACTOR SHALL DEMO WALL PARTITION. CONTRACTOR RESPONSIBLE FOR DEMOLISHING WALL IN A PROFESSIONAL MANNER. WALL MAY HOUSE ELECTRICAL WIRING AND WILL EXERCISE CAUTION DURING DEMO. SEE PHOTO #4.

CONTRACTOR SHALL DISMANTLE EXISTING CUBICAL STORAGE UNITS AND HAUL OFF SITE TO BE PROPERLY DISPOSED OF AND INSTALL FLOOR MOUNT FREESTANDING LOCKERS.

AREA SPANS A LENGTH OF 153" (IN.). CONTRACTOR TO FIELD VERIFY LENGTH TO HOUSE APPROXIMATELY (6) WALL MOUNTED GEAR LOCKERS. PROVIDE TOUCH UP PAINT AND HOLE REPAIRS.

PHOTO 3: CONTRACTOR SHALL INSTALL (8) WALL MOUNTED GEAR LOCKERS TO AREA. AREA SPANS A LENGTH OF 151" (IN.). CONTRACTOR RESPONSIBLE FOR PROVIDING ADDITIONAL LUMBER SUPPORT FOR PROPER ANCHORAGE OF LOCKERS TO WALLS IF NECESSARY.

FACILITY WILL NEED A TOTAL OF (21) GEAR LOCKERS

VISUAL AID  
NOT FOR  
REGULATORY  
APPROVAL,  
PERMITTING OR  
CONSTRUCTION.

DRAWN BY: M. ALANIZ

DATE: 2/25/2022

CITY OF CORPUS CHRISTI  
TEXAS

FIRE STATION #17 GEAR LOCKER  
IMPROVEMENTS  
6668 YORKTOWN BLVD. CORPUS CHRISTI, TEXAS

PHOTOS: ENGINE BAY  
LOCKER LOCATIONS

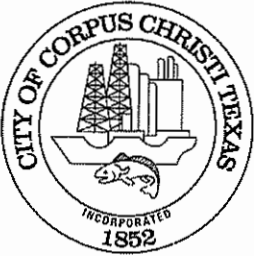
SHEET 6 of 6  
DRAWING NO:

CITY PROJECT#

Exhibit 6

SHEET NC  
FS#17

REVISION NO.	DATE	DESCRIPTION



## Attachment B: Bid/Pricing Schedule

# CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

## RFB No. 4094 Fire Station Gear Locker Improvement for Asset Management

PAGE 1 OF 1

Date: 04/12/2022Bidder: Cubit Contracting, LLCAuthorized  
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	Qty	UOM	Unit Price	Total Price
1	Labor – Installation of Gear Lockers	1	Lump Sum	\$ 18,000.00	18,000.00
	<b>Description</b>		<b>Estimated Spend</b>	<b>Mark Up%</b>	<b>Estimated Spend + Mark Up %</b>
2	Parts and Materials		\$103,000.00	20%	\$123,600.00
3	Contingency				\$2,500.00
<b>Total</b>					<b>\$ 144,100.00</b>

## 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	Statutory
EMPLOYER'S LIABILITY	\$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.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

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



## **Attachment D: Warranty Requirements**

1. Warranty on labor and workmanship shall be one year. Covered warranty on new installation shall be one year or better for all labor and material.
2. Warranty on all materials shall be one year. Any additional service call to repair deficiencies previously addressed will not be considered for payment.