

SERVICE AGREEMENT NO. 1056

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

THIS **Electrical Repair Services for Sunrise Beach, Rincon Pump Station and Wesley Seale Dam Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Advantage Electrical Contracting & Maintenance Incorporated ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Electrical Repair Services for Sunrise Beach, Rincon Pump Station and Wesley Seale Dam in response to Request for Bid/Proposal No. 1056 ("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 Repair Services for Sunrise Beach, Rincon Pump Station and Wesley Seale Dam ("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 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to 2 additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$49,475.00, 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. 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.

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
361-826-1827
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 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.** Any Services 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.** 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. 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.
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 if the subcontractors were not named at the time of bid or proposal, 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.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
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 related 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: O.N. Stevens Water Treatment Plant
Fax: 361-826-488

IF TO CONTRACTOR:

Advantage Electrical Contracting & Maintenance, Incorporated
Attn: Russel Canales
Title: President

17. CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. 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 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 perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term 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.

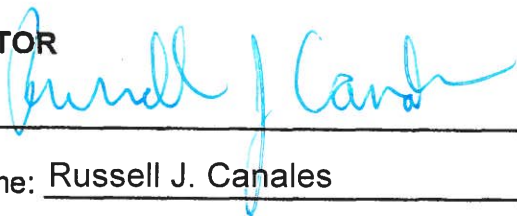
19. **Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
20. **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.
21. **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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
22. **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.
23. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.

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

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: _____



Printed Name: Russell J. Canales

Title: President

Date: April 17, 2017

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Attachment C: Insurance/Bond Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 1056

Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1 **General Requirements/Background Information**

- A. The Contractor shall provide on call electrical services for Sunrise Beach, Rincon Pump Station and Wesley Seale Dam as outlined in this Scope of Work.

1.2 **Scope of work**

A. General

1. The Contractor shall be able to perform specified services twenty-four (24) hours a day, three hundred and sixty-five (365) days per year on an as needed basis. The City will use prudent judgment when calling after regular working hours for specific services.
2. The Contractor shall receive work order requests and return phone request within 30 minutes of a call being placed by the City.
3. The Contractor shall be on site at Sunrise Beach and all listing locations within two hours or within an agreeable time frame determined by the City and the Contractor of receipt of work order requests.
4. The Contractor shall repair the electrical deficiencies within 24-hours of arrival on site or have communicated with the Contract Administrator of any conditions that may delay work being completed within 24-hours.
5. The Contractor shall have a sufficient number of licensed electrical technicians registered with the State of Texas in accordance with Texas Department of Licensing and Regulations (TDLR), and be clean of TDLR violations three years prior to solicitation date.
6. Any personnel assigned to the service agreement shall meet all applicable certification requirements of any regulatory agency having jurisdiction.
7. The Contractor shall ensure that all personnel are continuously trained to meet the latest electrical technology and industry standards.
8. The Contractor shall be responsible for assuring the safety of its employees, City employees, and the general public during performance of all services under this agreement.
9. The Contractor shall assure that all crews are fully and properly equipped to perform services promptly and safely without delay.

10. All personnel assigned to the service agreement shall wear proper working attire, including safety equipment and any company issued photo identification, if issued by the Contractor. All personnel shall be neatly dressed in shirts, safety shoes, and long pants. Shorts, tank-tops or torn clothing are unacceptable. Clothing worn shall be suitable for electrical work in accordance with NFPA 70E requirements.
11. Contractor shall furnish all necessary management, supervision, labor, equipment, materials, transportation, and supplies required to repair, alter electrical systems. All work performed and services provided must be accomplished in a manner that meets all applicable original equipment specifications, trade standards and provisions, and federal, state and local codes and regulations.
12. Contractor shall dispose of all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health.
13. All materials used must be factory new/unused and free of defects in materials and workmanship.
14. Contractor is responsible for making repairs to or replacement of any material or equipment damaged during the completion of work or as the result of action or inaction by contractor's staff.
15. The City retains the right to retain ownership of any or all electrical equipment purchased under this agreement at the City's sole discretion.
16. Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the Contract Administrator or designee.
17. Contractor must clean work site from debris or hazards at the end of every work day.
18. At the time of completion of any and all repairs, the Contractor shall report back to the Contract Administrator.

19. All repairs shall be completely documented by the Contractor. A copy of each work order or repair slip will be left with personnel at the location site to be forwarded to the Contract Administrator. The work order or repair slip shall contain the following information:
 - Site location of the equipment repaired
 - Details of what work was performed
 - Name and number of any parts which required replacement
 20. If any item of equipment covered under this service agreement is deemed non-repairable, the Contractor shall immediately notify the Contract Administrator.
 21. If repairs are deemed major, defined as exceeding \$1,000.00, Contractor shall provide a cost estimate to include all labor, parts, costs associated to replace/repair requested items. Utilizing the pricing provided in the agreement.
 22. Contractor shall take care to limit the interference with the day to day operations of the building occupants. Precautions should be taken at all times to protect pedestrians and building occupants during the work performance.
- B. The Types of services and items covered by this agreement include, but are not limited to:
1. Assemble, install test and maintain electrical or electronic wiring, equipment, appliances, apparatus, and fixtures, using hand and power tools.
 2. Diagnose malfunctioning systems, apparatus, and components, using test equipment and hand tools, to locate the cause of a breakdown and correct the problem.
 3. Data and telephone cabling.
 4. Connect wires to circuit breakers, transformers, or other components.
 5. Inspect electrical systems, equipment, and components to identify hazards, defects, and the need for adjustment or repair, and to ensure compliance with codes.
 6. Advise management on whether continued operation of equipment could be hazardous.

7. 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.
8. Plan layout and installation of electrical wiring, equipment and fixtures, based on job specifications and local codes.
9. Prepare sketches or follow blueprints to determine the location of wiring and equipment and to ensure conformance to building and safety codes.
10. 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.
11. Install ground leads and connect power cables to equipment, such as motors.
12. Repair or replace wiring, equipment, and fixtures, using hand and power tools.
13. Work from ladders, scaffolds, and roofs, to install, maintain or repair electrical wiring, equipment, and fixtures.
14. 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.
15. Construct and fabricate parts, using hand tools and specifications.
15. Fasten small metal or plastic boxes to walls to house electrical switches or outlets.
16. Perform physically demanding tasks, such as digging trenches to lay conduit and moving and lifting heavy objects.
17. Provide preliminary sketches and cost estimates for materials and/or services.
18. Provide assistance during emergencies by operating floodlights and generators, placing flares, and driving needed vehicles.
19. Perform administrative duties in support of repairs and/or new installations, such as maintaining records and files, preparing reports and ordering supplies and equipment.

1.3 Work Site and Conditions

A. The work will be performed at the following locations:

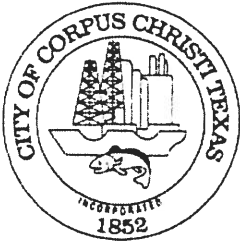
- Wesley Seale Dam
End of County Road 365
Sandia Texas 78383
- Sunrise Beach
22825 Park Road 25
Mathis Texas 78368
- Rincon Pump Station
Near Labonte Park

1.4 Contractor Quality Control and Superintendence

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

1.5 Special Instructions

- A. Apply a warranty, when applicable, such as installation of new equipment. For example, re-wiring, meters and breaker boxes.
- B. Invoices shall include itemized records of the following:
1. Work description, location and date of repairs
 2. Labor
 3. Parts



CITY OF CORPUS CHRISTI
BID FORM
PURCHASING DIVISION

**RFB No. 1056, Electrical Repair Services for Sunrise Beach,
 Rincon Pump Station and Wesley Seale Dam**

PAGE 1 OF 1

Date: March 17, 2017

Bidder: Advantage Electrical Cont. & Maint. Inc

Authorized
Signature:

Russell Canales
Theresa J Canales

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 purchasing 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 required governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	QTY	UNIT	Unit Price (1-6) % Markup (7)	Total Price
On Call Services					
Electrician Normal Hours (M-F 8:00am – 5:00pm to include holidays)					
1	Journeyman	110	HRS	\$70.00	\$7,700.00
2	Helper	110	HRS	\$45.00	\$4,950.00
3	Master Electrician	80	HRS	\$75.00	\$6,000.00
Electrician After Hours (5:01pm – 7:59am to include holidays and weekends)					
4	Journeyman	70	HRS	\$105.00	\$7,350.00
5	Helper	70	HRS	\$ 67.50	\$4,725.00
6	Master Electrician	60	HRS	\$112.50	\$6,750.00
7	Material Mark-Up*	10,000	Estimated \$ 2,000.00	20%	\$12,000.00
Total					\$49,475.00

*Note: Item 7; calculation is \$10,000 X % markup + \$10,000 = Total Price
 Example) \$10,000 X 5% = \$500 + \$10,000 = \$10,500

Attachment C: Insurance Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
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 \$2,000,000 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)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$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.

2017 Insurance Requirements

Utilities – Sunrise RV Park, Wesley Seale Dam & Rincon Pump Station

Electrical Repair Services

01/18/17 cg Risk Management

Attachment C: Bond Requirements

No bond requirements necessary for this service agreement; section 5. (B) is null for this service agreement.

Attachment D: Warranty Requirements

No warranty requirements necessary for this service agreement; section 8. Warranty is null for this services agreement.