

**SERVICE AGREEMENT NO. 1247**  
**Preventative & Emergency Maintenance for Various  
Lift Stations**

THIS **Preventative & Emergency Maintenance for Various Lift Stations Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and ADK Environmental, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Preventative & Emergency Maintenance for Various Lift Stations in response to Request for Bid/Proposal No. 1247 ("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 Preventative & Emergency Maintenance for Various Lift Stations ("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 two 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 \$158,362.50, 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: Joanna Moreno  
Department: Utilities Department  
Phone: (361) 826-1649  
Email: joannam@cctexas.com

5. **Insurance; Bonds.**

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

(B) In the event 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 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator 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: Joanna Moreno  
Title: Contract Administrator  
Address: 2726 Holly Road, Corpus Christi, TX 78415  
Fax: (361) 826-1715

**IF TO CONTRACTOR:**

ADK Environmental, Inc.  
Attn: Sharon Kastner  
Title: President  
Address: 16434 FM 630, Odem, TX 78370  
Fax: (361) 364-2542

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: Sharon Kastner

Printed Name: SHARON KASTNER

Title: PRESIDENT

Date: 8/23/2017

**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. 1247
- Exhibit 2: Contractor's Bid/Proposal Response



## **Attachment A - Scope of Work**

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

The Contractor shall provide preventative maintenance on a monthly and quarterly basis and emergency service, as needed, as outlined in this Scope of Work at approximately 101 lift stations located throughout the City.

### **1.2 Scope of work**

#### **A. PREVENTATIVE MAINTENANCE**

- a. The Contractor shall remove floating debris from the surface of lift station wet wells, and haul waste to the Greenwood Wastewater Treatment Plant drying beds.
- b. The Contractor shall be able to provide preventative maintenance service between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays.
- c. The Contractor shall conduct preventative maintenance at 2 lift stations each month, and 45 lift stations quarterly. The remaining lift stations will be serviced on an as needed basis. These lift stations are marked "quarterly," "monthly" and "as needed" on Section 4.3 – Work Site. These lift stations may also require "emergency service" on an as needed basis. Additionally, the City reserves the right to add/remove/change lift stations on the preventative maintenance, emergency schedule and as needed schedule.
- d. The Contractor shall supply a 50-foot flexible hose.
- e. The Contractor shall be equipped with a vactor truck capable of extracting both solids and liquids.
- f. The City will provide a schedule for monthly/quarterly preventative maintenance service.

#### **B. EMERGENCY SERVICE**

- a. The Contractor shall remove floating debris from the surface of lift station wet wells, and haul waste to Greenwood Waste Water Treatment Plant drying beds.
- b. The Contractor shall remove all liquid from wet wells. "Clean" liquids will be hauled and disposed at a designated man hole. Fat soils and grease will be hauled to the Greenwood Wastewater Treatment Plant drying bed.
- c. The Contractor shall be able to provide emergency service twenty-four (24) hours a day, three hundred and sixty-five (365) days per year, including holidays, on an as needed basis.
- d. The Contractor shall conduct emergency service, on an as-needed basis, for all lift stations in Section 4.3 – Work Site.

- e. The Contractor will receive work order requests via phone and return phone request within thirty (30) minutes of a call being placed by the Utilities Department.
  - f. The Contractor shall be on site within two (2) hours of receipt of work order request. The City reserves the right to determine when a job is considered an emergency. The City reserves the right to use another contractor if the Contractor response times are non-compliant.
  - g. If the Contractor does not respond by phone within thirty (30) minutes, or does not report to the site within two (2) hours of receipt of work order request, or not does not have sufficient resources, i.e. labor, equipment, the City reserves the right to use another contractor.
  - h. The Contractor shall supply a 50-foot flexible hose.
  - i. The Contractor shall be equipped with a vactor truck capable of extracting both solids and liquids.
- C. Service requests via phone are to be accepted by the following authorized personnel:
- a. Work Coordinator
  - b. Planner/Scheduler
  - c. Utilities Systems Manager
- D. Upon completion of service, the Contractor shall provide a service ticket to on-site personnel, which lists the following:
- a. Site location
  - b. Date
  - c. Description of the service work performed
  - d. Start and end time, and total hours
  - e. Signature of City representative

### 1.3 Work Site and Conditions

The work shall be performed at the following locations:

Lift Station #	Lift Station Name	Address	Frequency
1	Arcadia	2221 S. Staples St.	Monthly
2	Port/ Pearse	Port/Pearse	Monthly
3	Up River Road	12300 Up River Rd.	Quarterly
4	Nueces Acres	11501 Haven Dr.	Quarterly
5	Allison WWTP	4101 Allison Dr.	Quarterly
6	Solar Estates	9201 Moonlight St.	Quarterly
7	Clarkwood North	2001 Clarkwood Rd.	Quarterly

8	Stillwell	8100 Stillwell Lane	Quarterly
9	De Dietrich	150 McKenzie Rd.	Quarterly
10	Northwest Crossing	1921 Oregon Trail	Quarterly
11	Clarkwood South	1025 Clarkwood Rd.	Quarterly
12	Lakes Northwest	3614 Perfection Lake	Quarterly
13	Highway Nine	6724 Leopard St.	Quarterly
14	Airport	International Airport	Quarterly
15	McBride	1200 McBride Lane	Quarterly
16	Greenwood WWTP	6541 Greenwood Dr.	Quarterly
17	Sacky	3200 Sacky St.	Quarterly
18	Kostoryz	6261 Kostoryz Rd.	Quarterly
19	Resaca	945 Resaca St.	Quarterly
20	Morgan	810 N. Brownlee Blvd.	Quarterly
21	Wooldridge II	8001 Wooldridge Rd.	Quarterly
22	Everhart/Staples	780 Everhart Rd.	Quarterly
23	Schanen	6102 Del Starr Dr.	Quarterly
24	Webers Glen	4051 Aaron	Quarterly
25	Country Club	6300 Everhart Rd.	Quarterly
26	Station 5	6528 S. Staples	Quarterly
27	Buckingham	7101 S. Staples	Quarterly
28	Cimarron	7401 Cimarron	Quarterly
29	Airline	3302 Airline	Quarterly
30	Wooldridge	6610 Wooldridge Rd.	Quarterly
31	Williams	6602 Williams Dr.	Quarterly
32	Oso WWTP #1	501 Nile Rd.	Quarterly
33	Oso WWTP #2	501 Nile Rd.	Quarterly
34	Perry Place	Thompson Rd.	Quarterly
35	Sugar Tree	8050 S.P.I.D.	Quarterly
36	Turtle Cove	9547 Blue Jay St.	Quarterly
37	Flour Bluff	2326 Flour Bluff Dr.	Quarterly
38	Waldron	610 Blossum	Quarterly
39	Military & Jester	722 Jester St.	Quarterly
40	Laguna Madre WWTP	201 Jester St.	Quarterly
41	Laguna Shores	2902 Laguna Shores Rd.	Quarterly
42	Whitecap WWTP	13409 Whitecap Blvd.	Quarterly
43	Padre Island Section 4	142012 Whitecap Blvd.	Quarterly
44	Lake Padre South	14501 Whitecap Blvd.	Quarterly
45	Leeward	14865 Running light Dr.	Quarterly
46	Wood River	4601 Spring Creek Dr.	Quarterly
47	Sharpsburg	4412 Sharpsburg Rd.	Quarterly
48	River Canyon	13842 River Ridge Dr.	As needed
49	Cynthia	5210 Cynthia St.	As needed
50	Ramos	4810 Ramos	As needed
51	Highway 77	3386 County Road 52	As needed
52	Levi County Jail	745 N.P.I.D.	As needed

53	Coastal Meadows	6868 Old Brownsville Rd.	As needed
54	Trojan	1901 Trojan Ave.	As needed
55	Lexington	5233 Lear St.	As needed
56	Rose Acres	2946 FM 763	As needed
57	Charlie's Place	5505 McBride Ln.	As needed
58	Nueces Bay	2100 Nueces Bay Blvd.	As needed
59	Rincon North "B"	Rincon Ind. West of H.W. 181	As needed
60	Rincon North "A"	Rincon Ind. West of H.W. 181	As needed
61	North Beach "E"	702 Enchanted Harbor	As needed
62	North Beach "B"	3002 Timon Blvd.	As needed
63	North Beach "C"	3818 Surfside	As needed
64	North Beach "D"	4320 Timon Blvd.	As needed
65	Brownlee	400 12 <sup>th</sup> Street	As needed
66	Studebaker	300 Kinney Ave.	As needed
67	Peoples "T" Head	Peoples St. "T" Head	As needed
68	Lawrence "T" Head	400 S. Shoreline Blvd.	As needed
69	Coopers Alley "L" Head	200 S. Shoreline Blvd.	As needed
70	Magee Beach	500 S. Shoreline Blvd.	As needed
71	Cole Park	1500 Ocean Drive	As needed
72	Bay Drive	7845 Bay Dr.	As needed
73	Oleander	2900 Ocean Dr.	As needed
74	Starry	7701 Starry Lane	As needed
75	The Lakes	7335 Everhart Rd.	As needed
76	Kings Crossing	8401 Cimarron	As needed
77	TAMU-CC	6300 Ocean Dr.	As needed
78	Pelican Bay	1418 Ennis Joslin	As needed
79	Greenfields by the Bay	7310 Canadian Dr.	As needed
80	Anchor Harbor	8102 S.P.I.D.	As needed
81	Jamaica	2092 Jamaica	As needed
82	Wal-Mart	9441 S.P.I.D.	As needed
83	Rhetta Place	2442 Vialoux	As needed
84	Purdue	630 Purdue	As needed
85	Gateway Park	1143 Laguna Shores	As needed
86	Riviera	138 Riviera	As needed
87	Rex	4046 Whitely	As needed
88	Kennedy Causeway	13301 S.P.I.D.	As needed
89	Seahorse	14300 Dorsel St.	As needed
90	Swordfish	14500 Swordfish St.	As needed
91	Jackfish	14124 Jackfish St.	As needed
92	Verdemar	14501 Verdemar St.	As needed
93	Park Road 53	11125 Park Road 53	As needed
94	Tesoro	13618 Port Royal Ct.	As needed
95	Aquarius	15000 Aquarius St.	As needed
96	Cumana	15600 Cumana St.	As needed
97	Coquina Bay	13921 Sea Pines Blvd.	As needed

98	Sea Pines	14192 Sea Pines Blvd.	As needed
99	Gypsy	15601 Gypsy St.	As needed
100	JFK Causeway II	13317 S.P.I.D.	As needed
101	West Point Crossing	5605 Old Brownsville Rd.	As needed

#### **1.4 Special Instructions**

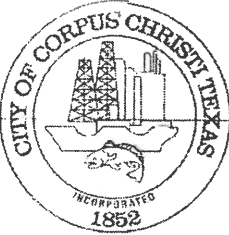
The Contractor's invoice for payment must contain the following information:

1. PO#
2. Date of Service
3. Lift Station #, Name, and Address (as listed on SOW)
4. Description of Service
5. Total hours billed, itemized by hourly rate, i.e. normal hours' rate, after-hours rate
6. Copy of service ticket (outlined in 4.2 (D))

#### **1.5 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.

# Attachment B - Bid/Pricing Schedule



## CITY OF CORPUS CHRISTI BID FORM

PURCHASING DIVISION

RFB No. 1247

### Preventative & Emergency Maintenance for Various Lift Stations

PAGE 1 OF 1

Date: 8/01/2017

Bidder: ADK Environmental, Inc.

Authorized  
Signature:

*Sharon Keat*

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 applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.
4. Bidders must not write over or revise the bid sheet. Bidders will be considered Non-Responsive if the bid sheet is modified.

Item	Description	Unit	Qty.		Total Price
Parts/Materials			Estimated	Markup	
1	Parts/Materials Markup *	EA	\$2,000	% 15	\$ 2,300.00
Labor - Preventative Maintenance and Emergency				Unit Price	Total Price
2	Labor/ Normal Hours M-F 8:00am - 5:00pm	HRS	725	\$ 147.50	\$ 106,937.50
3	Labor/ After Hours 5:00pm - 8:00am, to include holidays	HRS	300	\$ 163.75	\$ 49,125.00
Total					\$156,062.50 -

\*\*

\*Total Price will be \$2,000 plus markup.

**\*\*\$158,362.50**

## Attachment C - Insurance Requirements

### 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
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/Complete 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) 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.

2017 Insurance Requirements  
Utilities – Various Lift Stations  
Preventative Maintenance and Emergency Service  
05/05/2017 sw 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 service agreement.