

## SERVICE AGREEMENT NO. 4194

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

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

WHEREAS, Contractor has bid to provide Electrical Services for Sunrise Beach, Wesley Seale Dam and Rincon Pump Station in response to Request for Bid/Proposal No. 4194 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

**1. Scope.** Contractor will provide Electrical Services for Sunrise Beach, Wesley Seale Dam and Rincon Pump Station ("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 two years 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 three additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

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

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$97,625.00, subject to approved extensions and changes. Payment will be made for Services provided 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:

Name: Diana Zertuche-Garza  
Department: Utilities Department  
Phone: (361) 826-1627  
Email: DianaZ@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: Diana Zertuche-Garza  
Title: Contracts/Funds Administrator  
Address: 2726 Holly Road, Corpus Christi, Texas 78415  
Phone: (361) 826-1627  
Fax: (361) 826-4495

**IF TO CONTRACTOR:**

Scott Electric Company  
Attn: Tino Vasquez  
Title: Vice President  
Address: 2001 N. Port Ave, Corpus Christi, TX 78401  
Phone: 361-884-6326

Fax: 361-884-9612

**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.
- 28. Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the Consent Decree entered into as part of Civil Action No. 2:20-cv-00235, *United States of America and State of Texas v. City of Corpus Christi* in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special Conditions has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

[Signature Page Follows]

**CONTRACTOR**

DocuSigned by:  
Signature: Tino Vasquez  
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Printed Name: Tino Vasquez  
Title: Vice President  
Date: 7/22/2022

**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  
Attachment E: Consent Decree Requirements

- Incorporated by Reference Only:**  
Exhibit 1: RFB/RFP No. 4194  
Exhibit 2: Contractor's Bid/Proposal Response



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

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

- A. The Contractor shall provide Electrical services at Sunrise Beach, Rincon Pump Station and Wesley Seale Dam on an as needed basis as per the Scope of Work.
- B. The Contractor shall maintain enough responsible, trained, licensed personnel to provide the services.
- C. Under this contract, most of the work will be performed by the Journeyman Electrician and Apprentice (if needed). The Contractor shall include master electrician in the estimate if the work requires to pull permits for construction and installation, to oversee apprentices and Journeyman as per project requirement or approved by the Contract Administrator.
- D. The Contractor shall provide labor, supervision, tools, equipment, and transportation necessary to perform the services.
- E. All work performed must be accomplished in a manner that meets all applicable original equipment specifications, trade standards and provisions, federal, state, local codes and regulations.

### **1.2 Scope of Work - General**

#### A. General

1. The Contractor shall be able to perform specified services for normal hours of operation (8:00 a.m. to 5:00 p.m.), afterhours, weekends and Holidays on an as needed basis.
2. The Contractor shall receive work order requests and return phone requests within 30 minutes of a call being placed by City Staff.
3. The Contractor shall be on site 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 be responsible for contacting the electrical provider when it is necessary to turn off incoming power while work is being performed. When the job is completed, the Contractor shall also be responsible for restoring the power.
5. 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.
6. 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.

7. Any personnel assigned to the service agreement shall meet all applicable certification requirements of any regulatory agency having jurisdiction.
8. The Contractor shall ensure that all personnel are continuously trained to meet the latest electrical technology and industry standards.
9. 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.
10. The Contractor shall assure that all crews are fully and properly equipped to perform services promptly and safely without delay.
11. 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.
12. 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.
13. 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.
14. All materials used must be factory new/unused and free of defects in materials and workmanship.
15. 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.
16. The City retains the right to retain ownership of any or all electrical equipment purchased under this agreement at the City's sole discretion.
17. 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.
18. Contractor must clean work site from debris or hazards at the end of every work day.

19. At the time of completion of any and all repairs, the Contractor shall report back to the Contract Administrator.
  20. 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
  21. If any item of equipment covered under this service agreement is deemed non-repairable, the Contractor shall immediately notify the Contract Administrator.
  22. 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.
  23. 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 Contractor shall perform the following Electrical services on as needed basis include but not limited to:
1. Assemble, install, test and maintain electrical or electronic wiring, equipment, appliances, apparatus, and fixtures.
  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. Repair of 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 adjustments or repairs, 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.
16. Fasten small metal or plastic boxes to walls to house electrical switches or outlets.
17. Perform physically demanding tasks, such as digging trenches to lay conduit and moving and lifting heavy objects.
18. Provide assistance during emergencies by operating floodlights and generators, placing flares, and driving needed vehicles.

### **1.3 Work Site and Conditions**

- A. The Work will be performed at the following locations:

Wesley Seale Dam  
299 County Road #365  
Sandia, Texas 78383

Sunrise Beach  
22825 Park Road 25  
Mathis, Texas 78368

Rincon Pump Station  
2340 Private Rd 1929  
Odem, Texas 78370

### **1.4 Contractor Quality Control, Superintendence and Site Control**

- A. Any personnel assigned to the service agreement shall meet all applicable certification requirements of any regulatory agency having jurisdiction. The

Contractor shall ensure that all personnel are continuously trained to meet the latest electrical technology and industry standards.

- B. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely without delay. All personnel assigned to the service agreement shall wear a uniform, including safety equipment and any company issued photo identification. Contractor's employees working on site shall wear clothing with an identification logo bearing the name of the company visible from 15 feet. All personnel shall be neatly dressed in shirts, safety shoes and long pants. Shorts or torn clothing are unacceptable. Clothing worn shall be suitable for electrical work in accordance with NFPA 70E requirements.
- C. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall safeguard the area while services are being performed. The Contractor shall try to minimize any interference to the building occupants with the day-to-day operations. The Contractor shall ensure the safety of its employees, City employees, and the public during performance of all services under this agreement.
- D. The Contractor shall protect from damaging all existing improvements or utilities at or near the site of the work and shall repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damages promptly, the Contract Administrator may have the necessary work performed and charge the cost thereof to the Contractor.
- E. The Contractor shall not store worn or defective parts on City premises at the end of the work day, unless otherwise approved by the Contract Administrator.

### **1.5 Completion**

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

### **1.6 Invoicing**

- A. The Contractor shall submit an itemized invoice for payment, which shall include the following:
  - 1. Service Agreement No. and PO No.
  - 2. Name and address of service location
  - 3. Description of service work
  - 4. Itemized list of parts repaired/replaced
- B. The Contractor shall mail the original invoice to the address below and email a

copy to [UtilitiesDept@cctexas.com](mailto:UtilitiesDept@cctexas.com).

City of Corpus Christi

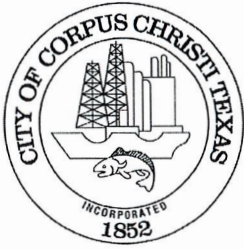
Attn: AP/Utilities Dept.

P. O. Box 9277

Corpus Christi, TX 78469-9277

**1.7 Warranty**

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



# CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

**RFB No. 4194**

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

PAGE 1 OF 2

Date: June 14, 2022

Bidder: Scott Electric Company

Authorized Signature:   
Tino Vasquez

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
  - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
  - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Master Electrician, Normal Hours 8:00 AM to 5:00 PM	HRS.	75	\$ 70.00	\$5,250.00
2	Journeyman Electrician, Normal Hours 8:00 AM to 5:00 PM	HRS.	125	\$65.00	\$ 8,125.00
3	Apprentice, Normal Hours 8:00 AM to 5:00 PM	HRS.	100	\$50.00	\$ 5,000.00
4	Master Electrician, Afterhours, Weekends and Holidays	HRS.	25	\$ 105.00	\$ 2,625.00

5	Journeyman Electrician, Afterhours, Weekends and Holiday	HRS.	50	<b>\$ 97.50</b>	<b>\$ 4,875.00</b>
6	Apprentice, Afterhours, Weekends and Holidays	HRS.	50	<b>\$ 75.00</b>	<b>\$ 3,750.00</b>
		Estimated Spend	Mark up (%)		<b>Estimated Spend+ Markup</b>
7	Parts/Material (Receipts must be submitted)	\$50,000	<u>20</u> %		<b>\$ 60,000.00</b>
8	Freight Allowance for Parts/Materials	\$ 6,000			<b>\$6,000</b>
9	Allowance for Permits	\$ 2,000			<b>\$2,000</b>
	Total				<b>\$ 97,625.00</b>



## Attachment C: Insurance Requirements

### CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
2. Contractor must furnish to the City's Risk Manager and Contract Administrator, 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 for 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 & Non-owned 3. Rented & Leased	\$1,000,000 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 project, Consultant must furnish the Risk Manager with copies of all reports of such accidents within 10 days of the accident.

### 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. An All States endorsement shall be required if consultant is not domiciled in the State of Texas.

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 replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. 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 Management  
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, 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 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 calendar days advance written notice for nonpayment of premium.

5. Within five 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 stop work hereunder, and/or withhold any payment(s) which become due to Consultant 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 contract.
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 contract.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

**Bond Requirements:**

No bond requirements, therefore, Agreement Section 5 Insurance; Bond subsection 5(B), is hereby void.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

A. The Contractor shall warrant materials and workmanship against defects arising from faulty material, faulty workmanship for a period of 12 months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the City.

B. Where items or equipment or material carry a manufacturer's warranty for any period in excess of 12 months, then the manufacturer's warranty shall apply for that piece of material or equipment. The Contractor shall replace such defective equipment or materials, without cost to the City, within the manufacturer's warranty period.