

SERVICE AGREEMENT NO. 3621

Elevator and Escalator Maintenance and Repairs

THIS **Elevator and Escalator Maintenance and Repairs Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and EMR Elevator, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Elevator and Escalator Maintenance and Repairs in response to Request for Bid/Proposal No. 3621 ("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 Elevator and Escalator Maintenance and Repairs ("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) This Agreement is for five years. The parties may mutually extend the term of this Agreement for up to zero additional zero-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 \$903,963.00, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in

accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Rebecca Serna
Department: Asset Management
Phone: (361) 826-3388
Email: RebeccaS@cctexas.com

5. **Insurance; Bonds.**

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

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

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**

 - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
 - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
 - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City

Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** 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: Rebecca Serna
Title: Asset Management
Address: 5352 Ayers Bldg. 3A
Phone: (361) 826-3388
Fax: N/A

IF TO CONTRACTOR:

EMR Elevator, Inc.
Attn: Cory Ernst
Title: Regional Vice-President
Address: 2320 Michigan Ct. Arlington, Texas 76016
Phone:(817) 701-2400
Fax: (817) 701-2404

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

18. Termination.

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

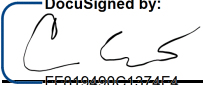
(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner’s Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

CONTRACTOR

DocuSigned by:
Signature:  _____
Printed Name: Cory Ernst _____
Title: Regional Vice President _____
Date: 11/3/2021 _____

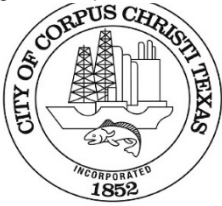
CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director, Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:
Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:
Exhibit 1: RFB/RFP No. 3621
Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements

- A. The Contractor shall provide Preventive Maintenance and Repairs to all Elevators Escalators, Dumbwaiter and Wheelchair lift located at different City Facilities. The locations of the equipment covered under this contract are listed in this Scope of Work.
- B. The Contractor will be responsible for furnishing all labor, supervision, tools, materials and equipment necessary to fully maintain elevators, escalator, Dumbwaiter and Wheelchair lift in accordance with all terms, conditions, and schedules of this specification and to keep them in first class operating conditions.
- C. All work performed under this contract shall be performed in accordance with all applicable codes and standards. American Standard Safety Code ANSI A17.1(latest edition or revisions), American Society of Mechanical Engineers Code ASME A17.1/17.3(latest edition or revisions), Elevator manufacturer's recommended procedures.
- D. All the work shall be performed during normal hours 8:00 AM to 5:00 PM unless it is approved by the Contract Administrator.

1.2 Preventive Maintenance Program

- A. The Contractor shall provide complete preventive maintenance program including cleaning, maintenance, lubrication, packing, adjusting, calibrating, repair/replacement, testing, and repairs on all parts of the elevator, escalator, dumbwaiter and wheelchair lift including but not limited to the following:
 - 1. Machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys and all other components and parts of the machine and brake
 - 2. Hoist and governor ropes, including tension equalization.
 - 3. Hoist motors, including motor windings, solid state power conversion drive rotating elements, including commutators, brushes, brush holders and bearings and all other related components and parts.
 - 4. Motors windings shall be treated as needed with proper insulating compound, which has been approved by the motor manufacturer.
 - 5. Controllers, encoders, transducers, selectors and dispatching equipment, including all relays, solid- state components, resistors, capacitors, transformer, contact, leads, timing devices, computer devices, steel tape and mechanical and electrical driving equipment and all other related components and parts

6. Pump units, including motors belts, sheaves or pulleys, valves, seals, mufflers, heating elements, tank, tank oil, exposed pipes, shut-off valves and all other components of the pump unit.
7. Plungers, packing, and hydraulic system oil and above ground piping and connections.
8. Governors, governor sheave and shaft assemblies, bearings, contact, governor jaws, car and counter weight safety mechanism, car and counter weight sheave assemblies, deflectors, 2:1 or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails(excluding replacement), top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes, rollers and liners, inductors, cams and tapes and all other related components and parts
9. Hoist way door interlocks, hoist way door hangers and rollers, bottom door gibs, door closing devices and all other related components and parts.
10. Door operators, including door drive chains, sheaves, belts, car door hangers, rollers and up thrusts, car door contracts, door protective devices, bottom door guides and all other related components and parts.
11. Load-weighing equipment, car frames, platforms, elevator car roller guides and all other components and parts.
12. Alarm bells, emergency stops switches, emergency car lights and batteries and all other related components and parts.
13. Car fans or exhaust blower, car and corridor signals and fixtures including lights, pushbuttons, contact assemblies, key switches dials, voice annunciation systems, read out indicators and audible signaling devices.
14. Car, hoist way and machine room wiring including traveling cables.
15. Escalator driving system, including machine, worms, gears, sprockets, brake, coupling, coil, lining, chains, bearings, motor, stator, rotor and all other related components and parts.
16. Escalator handrail system, including sprockets, handrails, rollers, chains, bearings, brush guards, driving mechanism and all other related components and parts.
17. Escalator step system, including steps, treads, chains comb plates, track, rollers and all other related components and parts.

18. Escalator Safety Switch system
19. All step chains, guidance and alignment components and demarcation lights. Balustrades and decks shall be examined and adjusted, aligned and fastened as needed
20. Escalator handrails, handrails drive, drive chains, finish on decking, fluorescent tubes, and skirt panels, inner panels and walk on panels.

B. Scheduled Preventive Maintenance

1. The Contractor shall schedule monthly preventive maintenance program equipment by equipment prior to commencement of the Contract and subject to final approval by the Contract Administrator.
2. The Contractor shall use a structured maintenance program to deliver high quality service tailored to each specific unit's needs.
3. Equipment type, component life, equipment usage, and building environment shall be taken into account by the Contractor in the schedule, which shall be used to plan maintenance activities in advance.
4. The preventive maintenance schedule, as prepared by the Contractor, shall show building name, equipment serial numbers, examination frequency, and examination hours.
5. Maintenance schedules shall be permanently located in the equipment rooms. The schedules shall be accessible to the Contract Administrator for monitoring. Schedules shall be maintained by indicating the work performed, signature of the mechanic performing the work and dated the day the work was performed.
6. The Contractor, following scheduled maintenance and/or repair operations, shall clean the work area including around the elevator/escalator, equipment room, elevator pit, elevator lobby or escalator approach, etc. when he/she completes the Maintenance or repair work. Contractor shall immediately notify the Contract Administrator in writing of any conditions which, in the Contractor's opinion, are detrimental to the equipment, ancillary components and/or will cause a failure in the equipment or will diminish the operating capabilities of the equipment. The Contractor shall assume responsibility for repairs resulting from his/her failure to inform the Contract Administrator of obvious conditions which can, do or will result in damage to the equipment.

7. Removal of elevator/escalators from service shall be coordinated with and approved by the Contract Administrator. To the extent possible all preventive maintenance that required removal of elevator/escalator from service shall be scheduled during off peak hours of building operation. No elevator/escalator shall be taken out of service during the normal business day without prior notification to the Contract Administrator except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees. Elevators taken out of service shall be identified by placing signage at every floor indicating elevator is out of service. Signs shall be removed after service is restored.

C. Examine

1. The Contractor shall examine the equipment at regular intervals sufficient to preserve the life of the equipment. During examination, corrective and/or preventive action is determined to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacement, repairs and corrections.
2. When such work is determined not to be the Contractor's responsibility, a written report signed by the Contractor, shall be delivered to the Contract Administrator. If the Contract Administrator disagrees with the Contractor's determination, the Contractor and Contract Administrator shall use their best efforts to resolve the disagreement in a manner mutually agreeable to the parties.

D. Lubricate

The Contractor shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment manufacturer or as per the usage of an equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

E. Clean

The Contractor shall clean all equipment as well as the elevator equipment, room, hoist way and pits. Cleaning of the equipment shall occur at regular intervals enough to maintain a professional appearance and preserve the life of the equipment.

F. Adjust

1. The Contractor shall routinely adjust all equipment and devices, including but not limited to: operating switches and relays on controller, selector, brake, governor, leveling devices, car safety systems, door operator system including door protective device, car and hall button operating stations, and in the hoist way and pit, mechanical and electro mechanical devices including brake, machine, safety shoe and door operator linkages, hanger, interlocks, pit, equipment, cams and roller, roller guides and guide shoes.
2. The Contractor shall make the necessary equipment adjustments when the operation of the equipment varies from its normal designed performance standards.
3. Qualified individuals, employed by the Contractor, shall adjust with appropriate tools and instruments. Adjustments shall be made at regular intervals to maintain the elevator in optimum operating conditions.
4. Parts or assemblies that have worn (or otherwise deteriorated) beyond normal adjustment limits shall be replaced.

G. Repair and Replacement:

1. Repair and Replacement of parts is a part of the Preventive Maintenance program for all elevator, escalator, dumbwaiter and wheelchair lift. The Contractor shall repair or replace parts/components identified during scheduled preventive maintenance or during call back services at no extra cost to the City.
2. The City of Corpus Christi prefers OEM parts. If the OEM parts are not available, the Contractor may use after marks part upon approval of Contract Administrator. The aftermarket parts should not decrease the performance of the equipment.
3. The goal of the preventive maintenance is to prevent unexpected interruptions and If the repairs does not prevent unexpected interruptions, then the Contractor shall replace parts covered under the Contract.

H. Exclusions

1. For the following items, the Contractor shall not be responsible for replacement.
 - Cab, cab doors, cab walls, door sills, hoist way doors and cab lighting.
 - Phones and emergency bells.
 - Aesthetic things, like flooring and cab panels.
 - Motor and generator sets.

- Electrical power supply.
- Sump pump, pit lighting, underground jacks, underground pipes and hydraulic cylinders.
- Fire alarm and smoke detector systems.
- Proprietary equipment and software.
- Elevator prints.
- Escalator handrails, handrails drive, drive chains, finish on decking, balustrades, fluorescent tubes, and skirt panels, inner panels and walk on panels.

2. Obsolete parts

Obsolete parts are defined as follows: An item for which the original design is no longer manufactured by the OEM or the original item has been replaced with an item of different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Any modification to existing equipment necessary to accommodate replacement components will also be at the owner's expense. The contractor can use reconditioned or used parts after approval from Contract Administrator.

3. For the following items, the Contractor shall be not be responsible for repairs under this contract. If required, the contractor will charge extra for repairs as per contract labor charge.

- Cab, cab doors, cab walls, door sills, hoist way doors and cab lighting.
- Phones and emergency bells.
- Aesthetic things, like flooring and cab panels.

4. The Contractor shall not be responsible for the repair and replacement because of the following conditions:

- Acts of God, Lightning strikes, power outages, temperature or weather damage and water.
- Regulations changes that state may require to be installed, or obsolete equipment be replaced.
- Vandalism, intentionally or unintentionally.

5. Installation of new attachment on the elevator/escalators when recommended by insurance companies or governmental authorities.

6. The Contractor shall be responsible for the repairs caused because of the negligence, accident or misuse of the equipment by the Contractor employees.

7. Except for exclusion above, repairs and replacement for all components of the elevator, escalator, dumbwaiter and wheelchair lift are fully covered by this agreement.

I. Call back Services

1. A call back service is a request from the Contract Administrator to the Contractor requesting the Contractor to go to a specific elevator/escalator to correct any problems and/or condition which needs attention before the Contractor's next scheduled preventive maintenance visit.
2. Call back services can be emergency or non-emergency. Shutdown of all elevator/escalator at requested location and entrapment is considered an emergency. Contract Administrator shall use prudent judgment to define emergency or non-emergency. The Contract Administrator's decision shall remain final and the Contractor shall act accordingly.
3. In the event of an emergency, the Contractor shall be available at the site within one-hour response time between 8:00am to 5:00pm, Monday to Friday, and two-hours response time between 5:00pm to 8:00am, Monday through Friday, Saturday, Sundays and Holidays.
4. In the event of a non-emergency, the Contractor shall be available to the site within two-hour response time between 8:00am to 5:00pm, Monday to Friday and four-hour response time between 5:00pm to 8:00am, Monday through Friday, Saturday, Sunday and Holidays.
5. Call back service are part of the preventive maintenance program and the contractor shall not charge if the call back is during the Normal hours – 8:00 AM to 5:00 PM. The Contractor shall charge afterhours, Saturdays, Sundays and Holidays call back as per Contract Pricing.
6. The City reserves the right to assess a \$100.00 per occurrence failure to respond Penalty if the Contractor does not comply with the above response time. The City, if requested by the Contractor, will take into consideration and evaluate the circumstances relating to the Contractor's failure to respond prior to making its decision to impose the penalty. However, following the City's evaluation, the City's decision is final.

J. Uncovered Repairs/Replacement

1. Uncovered repairs/replacement are not covered in the Preventive Maintenance program. The uncovered repairs/replacement caused because of accidents, negligence, misuse of equipment, vandalism, Acts of God, Lightning strikes, power outages, temperature or weather damage and water.

2. The Contractor shall provide descriptive information of the necessary repairs. The Contractor shall be required to provide a not to exceed estimate of the cost including materials, parts and labor. The Contractor shall charge labor as per price submitted in the Proposal. Parts are to be provided at their invoice cost plus mark up mentioned in the proposal to the City of Corpus Christi. Original invoices are to accompany billing invoice to verify mark up.
3. Repair work shall be approved and scheduled by the Contract Administrator prior to its commencement.
4. The City of Corpus Christi reserves the right to get other vendor proposal for comparison.

K. Pre-existing Repairs

1. Pre-existing repairs are those repairs required to resolve the deficiency found during the survey and/or mentioned in the state inspector report. Pre-existing repairs are charged extra as per contract pricing.
2. The City of Corpus Christi will not pay extra charges for pre-existing repairs other than the contract pricing to remove deficiency for all the elevator/escalator except City hall elevator/escalator.
3. The Contract pricing for preexisting conditions submitted is inclusive of labor, parts/materials, supervision, and transportation necessary to conduct repairs.
4. The Contractor shall remove all the deficiency within 15 business days of the Contract award. The Contractor will be responsible for all repairs and replacement of parts except the exclusions mentioned in this Scope of work after the Pre-existing repairs are done.
5. Pre-existing repairs shall be done during the normal working hours 8:00 AM to 5:00 PM, unless approved by the Contract Administrator.
6. The Contractor shall make sure that all repairs and deficiencies are taken care of throughout the term of the contract.
7. After the end of the contract and until the new contract signed, if any deficiencies found by the state inspector will be the responsibility of the Contractor at not cost to the City.

L. Testing

1. The Annual safety test shall be performed on each elevator covered under this contract, as required by the ANSI code. These tests shall be performed annually and shall be in accordance with the American National Standard Safety Code for Elevators ANSI A17.1 or latest.

2. The five-year load test shall be performed on all traction elevator covered under this contract as required by the ANSI code. These tests shall be performed every five years on each traction elevator and shall be in accordance with the American Standard Safety Code for Elevators ANSI A17.1 or latest
3. The Annual test and Annual Step/Skirt Performance Index tests shall be performed on all escalator covered under this contract as required by applicable code.
4. The Contractor shall check testing due dates and accordingly arrange tests for the next year. The Contractor shall take approval from Contract administrator before scheduling test.
5. Testing is a part of the Preventive maintenance program and the Contractor shall do all the required testing at no extra cost to the city.
6. Contractor shall perform all testing under the presence of TDLR certified Qualified Elevator Inspector (QEI) as required by the Texas Department of Licensing and Regulation (TDLR). The Contractor shall pay all costs associated with the QEI to include the fees charges by the independent elevator inspector.
7. Within three days of such inspection, the Contractor shall forward to the Contract Administrator, the original signed inspection report on the requisite TDLR forms. The Contractor shall retain a copy of each report and include them as part of the Monthly Report. The City will mail the original forms to the TDLR and pay State fees.
8. In the event TDLR assesses a late filing penalty because of the Contractor's failure to forward the reports to the Contract Administrator within the timeframe described herein, an amount equal to such late filing penalty will be withheld from the Contractor's payment.
9. The Contractor shall correct any deficiencies noted during the annual inspection report that were a direct result of improper or deferred maintenance practices. The City will be responsible for all violations beyond those outlined as the Contractor's normal scope of services.

M. Wiring Diagrams

1. The Contractor shall provide to the Contractor Administrator a set of reproducible wiring diagrams covering all changes, modifications, etc., which take place during the contract term. The diagrams are to be furnished to the Contract Administrator immediately following modifications at the sole expense of the Contractor.
2. Changes are to be edited on the original wiring diagrams and must be completed no later than 60 days after the installation or additions to the equipment. Failure to perform such wiring diagram changes will result in the Contractor paying the City, at the Contract Administrator election, \$50 per

day for each day the limit is exceeded or the Contract Administrator, at its election may deduct the amount from any sum owed to the Contractor.

N. Software

1. If any part of the equipment required computer software which Contractor should require a backup or archival copy of the software, a written request shall be submitted to the Contract Administrator
2. If the Contract Administrator agrees to grant the Contractor permission to the request, the back up or archival copy shall remain the property of the City of Corpus Christi and shall not be removed from the premises.
3. If during the term of the agreement the Contractor should install controller software upgrades, the upgrades shall remain a part of the equipment in the event of termination of the service agreement by either party.

O. Remote Monitoring

If the Contractor requires remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at the Contractor expense.

P. Service Personnel

1. The Contractor shall employ sufficient full-time service personnel to perform services outlined in this contract (repair, replace, maintain, lubricate, adjust, cleaning, calibrate). Personnel shall be skilled in the execution of all repair and maintenance services which may become necessary to fulfill the terms of the contract during the term of the contract.
2. All service technicians utilized by the Contractor who are assigned maintenance and repair work shall wear an approved uniform as provided by the Contractor. Uniforms shall bear the Contractor's emblem and, to the extent possible, shall be clean and present a neat appearance.
3. The Contractor shall maintain employee safety as one of its most important concerns. The Contractor shall provide employees with information and supplies necessary to comply with the Occupational Safety and Health Act (OSHA) and procedures stated in the Elevator Industry field Employees Safety Handbook.
4. The Contractor shall submit to the Contract Administrator, a list of service technicians and supervisory personnel that will provide services under this contract. Each employee of the Contractor shall carry identification which will include the employee's name and company name, address and telephone number.

Q. Inventory

1. The Contractor shall stock an inventory of parts, equipment and supplies needed to perform preventive maintenance and repairs. The cost associated with the storage of the inventory of parts, equipment, supplies and all necessary tools and repair equipment shall be borne by the Contractor.

2. Inventory of parts and supplies shall include, but not limited to the following:
 - a. Escalator: Brake Control Board, Gear box, Drive motor, Ring and Pinion gear, Escalator rollers, set flanges, comb tooth, Riser plates, Oils and Lubricants as specified by manufacturer, Small electrical components (i.e. starters, coils, contacts, rectifiers, microswitches etc.)
 - b. Elevator: Safety-edge, Hoist way door hangers' rollers and door lift rods, Reel closers, Supply of hoist way and car door gibs, Static floor selector switches, Magnetic leveling units, Brake coil, Set of generator brushes

1.3 Minimum Preventive Maintenance Task

The following preventive maintenance frequency and task lists are not inclusive of all required maintenance points for the variety of equipment available throughout the elevator industry. These maintenance frequency and task lists are designed to be examples of the preventive maintenance quality level required by this specification. The Contractor is required to submit specific preventive maintenance frequency and task lists for each type of equipment prior to commencement of contract for Contract Administrator approval as stated in this Scope of Work.

A. Geared and Gearless Elevator

1. Each Visit

- Ride each elevator and observe performance, leveling, floor stops, door opening and closing operation and noise
- Test safety edges, photo eyes, detectors, door open buttons, and alarm bell
- Check for proper car and hall button operation and all indicator illuminations and lantern operations.

2. Monthly

- Clean and inspect machine, controller, selector, motor, motor generator/SCR and governor.
- Clean and inspect car top, operating switches, door operator and controls, car doors hangers, gibs. Detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment
- Clean and inspect hoist ways door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wiring and hoist way switches
- Clean and inspect governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops
- Clean machine room, check commutators and brushes, clean and adjust controller and selector contacts and relays
- Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable.

3. Quarterly

- Inspect rope shackles, car and counterweight guides, TM and slow down switches, adjust and lubricate as required.
- Check emergency lights
- Check and adjust brakes. Inspect and lubricate pivot pins
- Clean and adjust controller and selector components including contact, relays and timers. Check transformers and rectifiers. Vacuum or bush all controller and selector parts.
- Check out complete safety circuit
- Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive
- Clean, inspect and lubricate governor linkage
- Inspect, rotate and equalize hoist cables. Inspect cable shackles and fastenings
- Check adjustment of roller/slide car and counterweight guides. Check bearings liners and fastenings
- Inspect TM, slowdown, leveling and/or limit switches
- Clean and inspect all car and hoist way door contact and interlocks
- Check door closing force. Check car and hoist way hangers' rollers and adjust up thrusts.
- Inspect door operators bearing and cams.
- Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains, guides and hitches.
- Clean and inspect car and counterweight buffers. Check buffer oil level and operation.

4. Semi Annual

- Check control and main line fuses, voltage readings, motor and motor generator wire connections, overloads, armature clearance and brake cores
- Check motor overload devices, resistor and resistance connections
- Check car safety mechanism and governor rope hitch

5. Annual

- Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil
- Check all controller and selector terminals. Check and clean all fuse holders
- Check car frame, overhead, car and counterweight sheaves, sills and pit

- Annual lubrication of motor, motor generator and machine bearing, deflector, compound and compensating sheaves and governor tension sheave bearing. Check all fastenings
- Annual car safety test. Clean, inspect and lubricate governor and safety

mechanism. Check buffer oil level.

- Adjust motor control and perform logic systems and operation check.
- Clean hoist way and hoist way equipment including guide rails, counter weights, hoist way door hangers, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables.

6. Five Year

- Perform full load governor, safety and buffer test

B. Hydraulic Elevator

1. Each Visit

- Ride each elevator and observe performance, leveling, floor stops, door opening and closing operation and noise
- Test safety edges, photo eyes, detectors, door open buttons, and alarm bell
- Check for proper car and hall button operation and all indicator illuminations and lantern operations.
- Check for leaks in power unit, hydraulic control valve, silencer, sound couplings and oil line

2. Monthly

- Clean and inspect power unit, controller and motor. Check drive belt tension and conditions
- Check for leaks and oil level in power unit. Clean power unit oil drip pan
- Clean and inspect car top, operating switches, door operator and controls, car doors hangers, gibs. Detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment
- Clean and inspect hoist ways door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wiring and hoist way switches
- Clean and inspect hydraulic plunger, seals and packing. Check jack oil rip container
- Check guide rail lubrication drip containers in pit.

3. Quarterly

- Check motor and pump sheave alignment. Check motor and pump mounting fastenings.

- Adjust hydraulic control valve. Clean hydraulic control valve strainers. Check hydraulic control valve locking nuts, adjustment screws and mounting fastenings.
 - Clean and adjust controller components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller parts.
 - Check out completely safety circuit.
 - Check adjustment of roller/slide car and counterweight guides. Check bearings liners and fastenings
 - Inspect TM, slowdown, leveling and/or limit switches
 - Clean and inspect all car and hoist way door contact and interlocks
 - Check door closing force. Check car and hoist way hangers' rollers and adjust up thrusts.
 - Inspect door operators bearing and cams.
4. Semi Annually
- Check control and main line fuses, voltage readings and motor wire connections.
 - Check motor overhead devices, resistors/resistance connections and starters, contactors and contacts.
5. Annually
- Check all controller terminals. Check and clean all fuse holders
 - Check car frame, sills and pit
 - Annual hydraulic pressure test. Check relief valve seal and tag valve with current test information, date test was performed and performing company name
 - Perform logic systems operation check
 - Clean hoist way and hoist way equipment including guide rails, counter weights, hoist way door hangers, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances. Check traveling cables.

C. Escalator

1. Each Visit
- Inspect machine space and lower well
 - Check steps
 - Check and clean handrail
 - Check comb teeth
 - Check skirt guard
 - Check lighting

- Inspect and lubricate step and drive chains
- Check and test start key switches and stop switches

2. Monthly

- Clean and inspect machine and controller
- Clean machine space and lower well
- Check stop buttons- top and bottom
- Check drive machine oil level
- Check comb plate- top and bottom
- Check handrails, guards and brushes- top and bottom
- Clean and apply friction reducing agent on step risers and skirt panels
- Check demarcation lighting
- Check and adjust handrail chains and drives
- Inspect step and drive chains and rollers

3. Quarterly

- Check main line disconnect and fuses
- Check conditions of step chain guide
- Check reverse phase relay
- Check brake action and stopping distance
- Check handrail tension and drive
- Test safety switches on skirt panels and comb plate
- Test broken driving chain safety switch
- Test broken step chain safety switch
- Test handrail inlet safety switch
- Test skirt guard safety switch
- Test step running safety switch
- Test step wheel tire safety switch

4. Semi Annually

- Check soffit guards
- Inspect balustrade panels for damage and fastenings
- Adjust magnet brake, gap adjustments between core and armature, adjustment or BSR (brake serial resistance)
- Inspect and lubricate lower terminal gear guide
- Inspect and lubricate step bearing
- Inspect and lubricate each moving part of drive chain safety switch
- Check step surfaces and structural integrity

- Check play in steps and proper riser clearance
 - Check running clearance between step and skirt panels
 - Clean intermediate oil pan
5. Annually
- Clean escalator well way drip pans and related equipment
 - Inspect and lubricate drive motor bearings
 - Inspect and lubricate driving machine
 - Inspect and lubricate upper terminal gear bearing
 - Clean and inspect step tracks
 - Drop brake shoes, clean, lubricate and adjust
 - Flush gear case replace oil
 - Check for proper running speed
 - Check reversal stop switches for proper operation
 - Check step up thrust device for proper operation
 - Test drive motor overloads
 - Perform safety tests

1.4 Performance Standards

It is the intent of this Scope of Work that the elevator/escalator equipment be maintained to reserve the operating characteristics in accordance with the original manufacturer design.

A. Performance Levels

1. The following are performed levels, which are a part of the original design, and which shall always be maintained.
 - a. Contract speed of all elevators, dumbwaiters and lifts. Variance from rated speed, regardless of load, shall not exceed 5% on motor generator and conventional contactor type control and 2% on SCR and solid state/digital type control.
 - b. Flight and Cycle performance times.
 - c. Accuracy of leveling shall be measured under all load conditions. The accuracy of leveling of $\frac{1}{4}$ of an inch shall be used in this contract.
 - d. Opening and closing times of all hoist way and car doors within limits of ASME/ANSI A17.1 Safety Code of Elevators and Escalators, latest edition.
 - e. Door reversal devices, detectors and/or all passenger sensor devices.
 - f. Variable car and hall door hold open times.
 - g. Individual car and group operations and devices.
 - h. Emergence fire service, emergency power, communications, emergency car light and alarm bell.

- i. Escalator handrail vs step speed shall not vary more than 2fpm or manufacturer recommendation.

B. Performance Criteria of Elevator/Escalator

1. Flight Time is the elapsed time in seconds from brake open to brake close on a one floor run of approximately 12'0" and/or elevator starting after the interlock circuit is made and elevator stops at the next landing.
 2. Cycle Time is the elapsed time in seconds from car doors starting to close until the doors are three quarters open at the next landing on a one floor run of approximately 12'0".
 3. Door open time is the elapsed time in seconds from the time the car doors start to open after arriving at a landing until they are fully open.
 4. Door Close Time is the elapsed time in seconds from the time the car doors start to close after the call is initiated until they are fully closed with the interlock engaged. This must not exceed requirements as set forth in ASME/ANSI A17.1 Rule a 2.3 Safety Code for Elevators and Escalators, latest edition. Closing time will vary slightly depending upon door opening width and weight of the doors.
 5. Door closing force must not exceed the requirement of 30 pounds as set forth in ASME/ANSI A 17.1 Safety Code for Elevators and Escalators, latest edition. This is tested by stalling the closing car door in high speed and applying a spring pressure gauge against the leading edge of the door and reading the amount of pressure the door exerts to continue closing.
- C.** The Contractor shall maintain the equipment such that said equipment performs at its original operating capacities including standard operating speed (in feet per minute), the original performance time (including acceleration and retardation) and make the necessary adjustments as required to maintain the original door opening and closing time (within limits of applicable codes and any other original design characteristics).
- D.** Contractor shall not make any alterations to the equipment, including control circuits, without prior written approval from the Contract Administrator. The City reserves the right to have all requested revisions reviewed and/or approved by the original equipment manufacturer prior to the changes being completed.
- E.** All requests for alterations to the equipment made by the Contractor shall be made in writing to the Contract Administrator and accompanied by supporting prints, sketches and/or schematics. After review by the City, Contractor may be required to provide additional detailed information including justification for the alteration. Contract Administrator shall provide written approval of any accepted alterations prior to performance of the work.

1.5 Work Order

All work shall be done through work orders. The Contract Administrator shall provide the work order copy prior to scheduling preventive maintenance and uncovered repairs. Contractor shall ask for a work order copy, if the City fails to provide.

1.6 Check IN/Out and Time Sheets

1. The Contractor's personnel shall check in with the Contract Administrator and prior to commencing work and check out after completing the work. This requirement applies to regular maintenance, repair and call backs.
2. A time sheet or ticket shall be submitted to the Contract Administrator within 24 hours of servicing or repairs. The time sheet or ticket shall include Start date/time and end date/time of work, elevator/escalator number and details of work performed.

1.7 Quarterly Performance Review Meeting and Reports

1. The Contractor representative shall be available for a Quarterly Performance review meeting. The City incurs no added costs associated with the meeting. The Contract Administrator will inform the Contractor of this meeting 5 days before the scheduled meeting.
2. In the meeting all the elevator/escalator issues and contractor performance will be discussed on key performance indicators.
3. Contractor shall be responsible for submitting a report a week before attending meeting. Contractor shall attach all the work order copies. The reports shall describe all maintenance and repair work performed, both routine and emergency, at each location.
4. The Contractor shall submit, when applicable, any written recommendation related to safety issues, new attachments etc. in the report.
5. On all elevator shutdowns and passenger entrapments, a comprehensive report shall be prepared and submitted to the Contract Administrator within 24 hours of the entrapment. The report shall include building location, elevator identification, date and time of entrapment, time entrapped passengers were released, cause of entrapment and corrective action taken by the Contractor.
6. Contractor shall have a Supervisor regularly conduct a field audit of the performance of Contractor's field personnel. Contractor shall semi-annually survey all equipment covered by this Contract to conform compliance to the requirements of the Contract.
7. The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator and to assure that the requirements of the Contract are provided as specified.

1.8 Invoicing

1. Each month, the Contractor shall invoice the City for preventive maintenance and uncovered repair services, if applicable. The Contractor shall submit all tickets along with the invoice.
2. Invoices shall be sent as follows: original copy to the Accounts Payable and one copy to the Contract Administrator. Approval for payment shall be authorized by the Contract Administrator.

1.9 Contract Term and Price escalation

The Term of this Contract will be for five years beginning on the commencement date.

1.10 Deliverables

Contractor shall perform preventive maintenance as per the schedule developed mutually by the Contractor and Contract Administrator. Scheduled shall mentioned type of work will be performed in each visit. Contractor shall perform quality work with safety. Contractor shall comply with all applicable standards of elevator/escalators.

1.11 Allowance

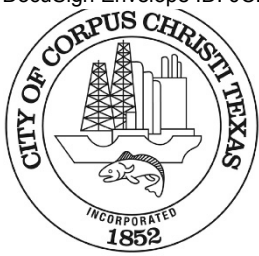
The purpose of the allowance is to cover services including but not limited to the after hours, unforeseen repairs and exclusion and only be utilized upon approval from Contract Administrator.

1.12 List of Equipment

The Contractor is responsible to perform preventive maintenance, repairs, replacement and testing to the below mentioned list of equipment. The City of Corpus Christi reserves the right to add or to remove the equipment from the preventive maintenance program.

No	Manufacture	Location	Type	Drive Type
1	MCE	City Hall	Passenger	Electric
2	MCE	City Hall	Passenger	Electric
3	MCE	City Hall	Passenger	Electric
4	MCE	City Hall	Freight	Electric
5	TKE	Central Library	Passenger	Hydraulic
6	TKE	Central Library	Passenger	Hydraulic
7	US	Central Library	Freight	Hydraulic
8	MCE	Museum of Science and History	Passenger	Hydraulic
9	Dover	Museum of Science and History	Passenger	Hydraulic
10	OTIS	CC Police Department	Passenger	Electric
11	Schindler	CC Police Department	Passenger	Electric
12	Schindler	CC Police Department	Passenger	Electric
13	MCE	W R METZGER HEALTH DEPARTMENT	Passenger	Hydraulic

14	Thyssen Krupp	Public Safety Warehouse	Passenger	Electric
15	TKE	ON Stevens WWTP	Passenger	Hydraulic
16	Inclinor	MULTI CULTURAL CENTER (GALVAN HOUSE)	Wheelchair Lift/Passenger	Electric
17	Dover	Greenwood WWTP	Passenger	Hydraulic
18	Otis	Frost National Bank	Passenger	Electric
19	Schindler	CC INTERNATIONAL AIRPORT	Passenger	Hydraulic
20	Schindler	CC INTERNATIONAL AIRPORT	Passenger	Hydraulic
21	Schindler	CC INTERNATIONAL AIRPORT	Passenger	Hydraulic
22	Schindler	CC INTERNATIONAL AIRPORT	Escalator	Electric
23	Schindler	CC INTERNATIONAL AIRPORT	Escalator	Electric
24	Schindler	CC INTERNATIONAL AIRPORT	Escalator	Electric
25	Schindler	CC INTERNATIONAL AIRPORT	Escalator	Electric
26	Schindler	CC INTERNATIONAL AIRPORT	Escalator	Electric
27	Schindler	CC INTERNATIONAL AIRPORT	Passenger	Hydraulic
28	Sedgwick	GENERAL SERVICE CENTER-AYERS	Dumbwaiter	Dumbwaiter



ATTACHMENT B: QUOTE/PRICING SCHEDULE

CITY OF CORPUS CHRISTI QUOTE FORM

1. Refer to "Sample Service Agreement" Contract Terms and Conditions before completing quote.
2. Quote your best price, including freight, for each item.
3. In submitting this quote, vendor certifies that the prices in this quote have been arrived at independently, without consultation, communication, or agreement with any other vendor or competitor, for the purpose of restricting competition with regard to prices.

Invitation to quote, FOB Destination, Freight Included, on the following:

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL
Preventative Maintenance Program for all Elevator, Escalator, Dumbwaiter and Wheelchair Lifts Including Repairs, Replacement and Annual Testing and 5 years testing. Total no of equipment-28	60	Months	\$6,765.00	\$405,900.00
Mechanic Normal Hours 8am-5pm (Monday-Friday)	1000	HRS	\$126.00	\$126,000.00
Helper Normal Hours 8am-5pm (Monday-Friday)	1000	HRS	\$88.20	\$88,200.00
Mechanic Overtime Hours after 5pm Monday through Friday and Weekends and Holidays	450	HRS	\$214.20	\$96,390.00
Helper Overtime Hours after 5pm Monday through Friday and Weekends and Holidays	450	HRS	\$149.94	\$67,473.00

ESTIMATED PARTS/MATERIALS	Mark Up %	
\$100,000	20	\$120,000.00
TOTAL		\$903,963.00

COMPANY: EMR Elevator, Inc.

NAME OF PERSON AUTHORIZED TO SIGN: Cory Ernst

ADDRESS: 100 Ezell Dr.

CITY / STATE/ZIP: DeSoto, TX 75115

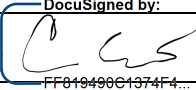
PHONE: 817-701-2400

EMAIL: Sales@emrelevator.com

FAX: 817-701-2404

DATE: September 29, 2021

SIGNATURE

DocuSigned by:

FF819490C1374F4...

TITLE: Regional Vice President

THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL QUOTES. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE QUOTES RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.

ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

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

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 an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

- 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 a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

- 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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- 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 agreement.

- 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 agreement.
- I. 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. Repairs and Replacement of parts/components are part of the Preventive Maintenance program except uncovered repairs/replacement mentioned in Scope of work- Attachment A.
- B. If any parts fail before the end of the warranty period, it is the responsibility of the contractor to repair or replace the part at no extra cost to the City.
- C. The Contractor shall provide at no additional cost to the City, a 12-month warranty for all materials, parts, repairs and workmanship furnished by the Contractor in fulfillment of uncovered repairs. Warranty shall commence on the date of acceptance of the work by the Contract Administrator. The remedy of the breach of warranty shall require the Contractor to correct or replace any defects found in materials and parts provided or for the correction of faulty workmanship.