

## SERVICE AGREEMENT NO. 4091

### Blower Repairs and Alignments for Wastewater Treatment Plants

THIS **Blower Repairs and Alignments for Wastewater Treatment Plants Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Davenport Electric Motors LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Blower Repairs and Alignments for Wastewater Treatment Plants in response to Request for Bid/Proposal No. 4091 ("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 Blower Repairs and Alignments for Wastewater Treatment Plants ("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 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 \$213,900.00, 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:**

Davenport Electric Motors LLC  
Attn: Jimmy Enriquez  
Title: CEO  
Address: 421 Junior Beck Dr, Suite B. Corpus Christi, TX 78405  
Phone: 361-299-6440

**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**

Signature: \_\_\_\_\_

*Leticia Maldonado*

Printed Name: \_\_\_\_\_

Leticia Maldonado

Title: \_\_\_\_\_

Office Manager

Date: \_\_\_\_\_

7/7/22

**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. 4091

Exhibit 2: Contractor's Bid/Proposal Response



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

### **4.1 General Requirements/Background Information**

- A. The Contractor shall provide blower repairs and blower-motor alignments for the City's wastewater treatment plants as outlined in this Scope of Work.
  
- B. The City's blower inventory is outlined in Section 4.3 and consists of approximately 40 multi-stage centrifugal blowers of various brands, with HP range from 75-300. A large percentage of these blowers consist of the following brands: Gardner Denver, Atlas Copco, Lamson, Hoffman, and Spencer.
  
- C. The Contractor shall provide labor, materials, parts, equipment, and transportation necessary to perform the service.
  
- D. Most work shall be completed during normal business hours. Overtime hours must be authorized by a City representative.

### **4.2 Scope of Work**

#### **A. Blower Repairs**

- 1. The Contractor shall perform blower repairs, including but not limited to, disassembly and inspection, repair, and remanufacturing.
  
- 2. General machine work and/or repairs shall consist of, but not limited to, balancing, welding, straightening, grinding, custom part manufacturing, shaft rebuilding and fabrication, sand blasting, and coating of blower.
  
- 3. Typical repairs may include, but are not limited to:
  - a. Hone and de-burr all mechanical mating surfaces
  - b. Tap all threaded holes
  - c. Repair/replace impeller sleeves
  - d. Repair/replace impellers
  - e. Coat all parts with enamel coating
  - f. Replace radial and thrust bearing
  - g. Replace process seals
  - h. Repair/replace blower shaft

4. Pickup and Delivery:

If the Contractor is located within the city limits, the City shall deliver the blower to the Contractor's shop for repairs, and pickup upon completion of repairs. For outside city limit Contractors, the Contractor shall pickup and deliver the blower at City location designated; the City will load and unload blower on and off the Contractor's vehicle. Pickup and delivery hours are Monday through Friday between 7:00AM – 3:00PM.

5. Due to the critical function of the blowers in the treatment process, upon notification for service from the City, outside City limit Contractor shall pick up the blower for repairs within 24 hours of City notification.

6. The Contractor shall complete repairs within the estimated repair time outlined in the repair estimate. If a repair becomes delayed and is going to exceed the estimated repair time outlined in the repair estimate, then the Contractor must notify the City with the reason for delay and shall provide a revised estimated repair time.

7. All blower repairs and blower-motor alignments shall be done in accordance with current nameplate data and conditions, drawings, standards and/or OEM specifications. Upon completion of repairs, the Contractor shall affix a nameplate to document workorder/job number, date of repair, and company name.

8. After repairs, the blower shall be repainted to manufacturer's recommendation and specifications, in a color approved by an on-site City representative.

9. Disassembly and Inspection includes, but is not limited to the following:

- a. Record any visual findings by drawings and digital photos;
- b. Clean by hydro/steam cleaning, solvent, and/or grit;
- c. Thoroughly clean all parts and remove paint for non-destructive evaluation, and to obtain accurate measurements;
- d. Perform dimensional inspection and record; based on data from the inspection, calculate and record the running clearances and check against OEM standards
- e. Perform runout inspection and record, i.e., shafts, impeller suction eyes, etc.
- f. Perform concentricity inspection and record, i.e., all register fits, bores, etc.
- g. Record components with digital photos

- h. Perform non-destructive evaluation inspection and record; should be level II or higher
- i. Perform positive material identification of all components and record

10. Parts:

The Contactor shall use original equipment manufacturer (OEM) parts; however, in some cases, the City may approve aftermarket parts. If the Contractor recommends the use of new aftermarket parts, it must provide the City with the price and lead time for both the OEM part and the aftermarket part. Based on the information provided, the City will determine whether to use OEM or aftermarket part. The Contractor shall make a reasonable attempt to obtain parts at the lowest possible price. The City reserves the right to purchase repair parts from other sources.

11. The Contractor shall submit a repair estimate for each repair within five business days after receipt of blower. If the repair estimate is not provided within five (5) days, the City will require a notification and details for the delay. The repair estimate shall be submitted electronically in PDF format via email and itemized as follows:

- a. a summary of any noted problems, special conditions, inspection results, recommendations, and visual findings by drawings or digital photos;
- b. the recommendation should include the replacement cost for a new blower with equal specifications so that the City can evaluate which route will be best;
- c. Hourly labor cost; OT labor cost must be pre-approved by the City
- d. Cost of parts to be repaired and/or replaced
- e. Parts markup%
- f. Shipping costs for parts, including expedited shipping if approved by the City
- g. Estimated repair time, including any delay time for parts.

**B. Blower-Motor Alignments**

- 1. The Contractor shall perform blower-motor alignment(s), including but not limited to, installation of laser alignment system onto shafts, soft foot inspection with laser system, and correction if necessary, alignment with laser system, with required corrections, and if needed, removal of laser alignment system, and removal of locks.
- 2. Not all blower repairs will require a blower-motor alignment.

3. If an alignment is requested, the Contractor shall perform the alignment on-site within two business days of City notification.
4. After alignment, the Contractor shall submit a Report of Findings.

#### **4.3 Work Site and Conditions**

<b>WWTP #</b>	<b>Plant Name</b>	<b>Address</b>	<b># of Blowers</b>
1	Broadway WWTP	801 Resaca	5
2	Oso WWTP	601 Nile	11
3	Greenwood WWTP	6541 Greenwood Dr.	5
4	Allison WWTP	4101 Allison Dr.	5
5	Laguna Madre WWTP	201 Jester	7
6	Whitecap	13409 Whitecap Blvd.	7

#### **4.4 Invoicing**

- A. 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
- B. The Contractor shall submit an itemized invoice for payment, which shall include the following:
  1. Service Agreement No. and/or PO No.
  2. Name and address of service location
  3. Description of service work
  4. Model and serial number of equipment
  5. Labor cost per hour
  6. Parts cost with Itemized list of parts repaired/replaced, including copies of parts invoice to verify markup%
  7. Shipping costs, including copy of shipping bill/invoice
  8. Name of authorizing City representative

#### **4.5 Other Requirements**

- A. The City reserves the right to inspect the blower at any time during the repair.
- B. The Contractor shall provide technical support as may be required by the City.
- C. The City's equipment in Contractor's possession must be properly stored and secured at all times.

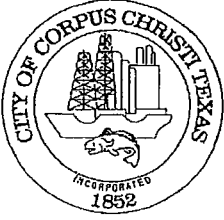
#### **4.6 Contractor Quality Control and Superintendence**

- A. The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.
- B. The Contractor shall quality control the blower repair and blower-motor alignment prior to delivery to the City.

#### **4.7 Warranty**

A minimum of one year for both repairs and alignments are required. Parts and materials warranted by the manufacturer should be at least one year.

**Attachment B: Bid/Pricing Schedule**



**CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT  
BID FORM**

**RFB No. 4091  
Blower Repairs and Alignments for the WWTPs**

PAGE 1 OF 2

Date: 04/04/2022

Bidder: Davenport Electric Motors

Authorized  
Signature:

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

Item	Description	Unit	2-Year Qty	Unit Price	Total Price
1	Technician M-F 8:00 AM- 5:00 PM	HRS	1,400	\$ 65.00	\$ 91,000.00
2	Technician Afterhours, Weekends, Holidays	HRS	100	\$ 65.00	\$ 6,500.00
3	Helper M-F 8:00 AM - 5:00 PM	HRS	300	\$ 50.00	\$ 15,000.00
4	Helper Afterhours, Weekends, Holidays	HRS	100	\$ 50.00	\$ 5,000.00
		Estimated Spend		Mark up (%)	Estimated spend plus markup
5	Parts/Materials	\$80,000		<u>8</u> %	\$86,400.00

6	Allowance for Shipping Charge for Materials/Parts	\$10,000		\$ 10,000
	<b>Total</b>		corrected math error <i>L.P.W.</i>	<del>\$ 200,900.00</del> \$213,900.00

**ATTACHMENT C: INSURANCE AND BOND 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  EMPLOYER'S LIABILITY	Statutory  \$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 bonds are required for this Agreement.

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 minimum of one year for both repairs and alignments are required. Parts and Materials are warranted by the manufacturer should be at least one year.