



SERVICE AGREEMENT NO. 6800

CNG Preventative Maintenance and Service

THIS **CNG Preventative Maintenance and Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Mcore Energy, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide preventative maintenance and service in response to Request for Bid/Proposal No. 6800 ("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 shall provide preventative maintenance and service ("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 five 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 agree to renew the term of this Agreement for up to zero additional zero-month periods (each an "Option Term"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Term.

(B) At the end of the term of this Agreement or the final Option Term, the Agreement may, at the request of the City and prior to expiration of the term or final Option Term, continue on a month-to-month basis for up to six individual months with compensation at the appropriate pro rata amount, based on the amount listed in Attachment B, for a month-to-month term. 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 Term. During any month-to-month term, either party may terminate the Agreement upon 30 days' advance written notice to the other party.

3. Compensation and Payment. This Agreement is for an amount up to \$174,125.00, subject to approved amendments and changes. Payment will be made for

Services performed and accepted by the City within 30 days of the invoice date, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Quote/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.

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, TX 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:

Maria Morales
Gas Department
361-885-6945
MariaM@corpuschristitx.gov

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 stated on 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 their entireties.

- 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 employee 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, 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 Quote/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 Term. Substitutions and deviations from the City's Service and/or product requirements or applicable 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 the City's 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 a budget item will be adopted, as that determination is within the City Council's sole discretion when adopting each fiscal budget.

- 11. Independent Contractor.** Contractor shall perform the Services and 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 and executed by an authorized representative of each party.
- 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.** Reserved.
- 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: Maria Morales, Contracts/Funds Administrator
Gas Department
4225 S. Port Ave., Corpus Christi, Texas 78415
Phone: 361-885-6945
Fax: N/A

IF TO CONTRACTOR:

Mcore Energy, LLC
Attn: Younes Rouissi
700 Highlander Blvd., Ste 505, Arlington, Texas 76015
Phone: 214-773-5394
Fax: N/A

- 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 THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, 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.

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 goods purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such goods and prior to receipt of the final payment by the City.

20. Limitation of Liability. Each party's maximum pecuniary liability under this Agreement is limited to the total amount of compensation shown listed in Section 3 of this Agreement. In no event shall either party 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 law.
- 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 forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 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.

(Signature Page Follows)

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Sergio Villasana Date
Director, Finance & Procurement

Reviewed by:

Contracts Manager Date

Authorized By
Council _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Quote/Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 6800
- Exhibit 2: Contractor's Bid/Proposal Response

ATTEST:

Rebecca Huerta
City Secretary

ATTACHMENT A: SCOPE OF WORK

General Requirements:

The City of Corpus Christi operates two Compressed Natural Gas (CNG) Fueling Stations with fast-fill fueling islands that serve municipal fleet vehicles, commercial fleets, and private customers. The Contractor shall provide preventative maintenance services, emergency repair services, and ongoing technical support to ensure safe and uninterrupted operation for both stations.

Scope of Work

Contractor shall perform and be responsible for the following responsibilities, including but not limited to:

- A. Perform scheduled preventative maintenance inspections for all CNG fueling equipment.
- B. Provide 24/7 emergency repair services with response times that align with contract requirements.
- C. Supply all labor, supervision, tools, materials, replacement parts, and equipment required for service execution.
- D. Ensure that all maintenance and repairs are carried out by certified CNG technicians.
- E. Comply with all federal, state, and local safety regulations governing CNG fueling stations.
- F. Maintain detailed service records and reports, including completed inspections, findings, and corrective actions taken.

Preventive Maintenance Services Maintenance Schedule

- A. Each fueling station must undergo one full preventative maintenance service as scheduled.
- B. The City will coordinate and schedule these service visits, which will each consist of one eight-hour on-site inspection.
- C. Maintenance will be conducted Monday through Friday between 8:00 a.m. and 5:00 p.m. unless an emergency requires after-hours service.
- D. Technicians must check in and out with on-site staff before and after performing work.

Preventive Maintenance Tasks

Contractor shall perform the following inspections and maintenance tasks, which are included in each scheduled service visit:

- A. Compressor and Controls Inspection:
 1. Inspect compressor skid and enclosure for structural damage, corrosion, and leaks.
 2. Check fault logs and active system error codes using diagnostic tools.
 3. Ensure cooling systems are free of dirt and debris and function efficiently.

4. Compare transducer readings with actual gauge readings to confirm accuracy.
 5. Conduct visual and electronic leak checks for all piping, tubing, and hoses.
 6. Verify proper operation and calibration of methane detectors.
 7. Inspect pressure relief valves (PRV) and vent stacks for venting issues or obstructions.
 8. Remove the drain cap from the vent stack to check for moisture buildup.
 9. Ensure electrical control panels are free from internal and external corrosion.
- B. Compressor Performance and Pressure Readings:
Contractor shall perform a detailed pressure and temperature analysis for key components:
1. Suction pressure
 2. Final stage pressure
 3. Oil pressure
 4. Receiver pressure
 5. Stage 1–4 pressure readings
 6. Methane concentration levels
 7. Lubrication rate
- C. Inspect essential oil system components:
1. Frame sight glass
 2. Day tank sight glass
 3. FFL pump sight glass
- D. Evaluate drain systems:
1. Inlet drain
 2. Receiver drain
 3. Accumulator drain
- E. Dispenser and Time Fill Post Inspection:
1. Conduct physical and functional inspections of hoses, nozzles, valves, and breakaways.
 2. Perform leak detection tests on the dispenser and refueling system.
 3. Verify PRVs and vent stacks are operational and free from obstructions.
- F. Priority Panel and Gas Storage Inspection:
1. Check priority panel functionality and review system logs for active faults.
 2. Inspect storage vessels for leaks, pressure abnormalities, or surface damage.
 3. Conduct piping and tubing leak tests using approved methods.
 4. Verify cabinet condition for moisture buildup, rust, or external damage.

5. Confirm proper PRV operation and storage vessel integrity.
- G. Gas Dryer System Inspection:
1. Conduct alarm system checks and troubleshoot error logs.
 2. Perform dew point readings to ensure effective moisture removal from the gas stream.
 3. Inspect the gas dryer filter differential gauge for pressure inconsistencies.
 4. Test gas dryer operation and confirm correct valve positions per manufacturer specifications.
 5. Conduct visual and functional leak tests for all dryer components.

General Site Inspections

- A. Test Emergency Shut Down (ESD) functionality at multiple control points.
- B. Check yard lighting and canopy lighting to verify proper operation.

Service Adjustments and Restrictions

- A. The senior technician must be available for on-site and remote troubleshooting.
- B. No modifications or optimizations to the fueling process or system settings will be made without prior approval from the City's Point of Contact.

Emergency Service Repairs

Contractor shall adhere to the following response protocol for emergency service repairs:

- A. Emergency repair requests will be made via phone or email, and the Contractor shall respond within 30 minutes.
- B. Repairs must be approved based on contract pricing before work begins.
- C. Emergency repairs must be completed within 24 hours unless unavoidable delays are communicated to the City's Point of Contact.

Parts

- A. The City stocks commonly used replacement parts; however, the Contractor may need to procure additional components when necessary.
- B. All parts purchases must be approved by the City's Point of Contact before placing an order.

Training and Support

- A. Contractor shall provide on-site training for City personnel on CNG system operation and troubleshooting as needed.
- B. Contractor must offer 24/7 technical support via phone.

Warranty

- A. A 30-day warranty applies to all service work performed by the Contractor.
- B. All parts provided by the Contractor shall be covered under the manufacturer's standard warranty.

Invoicing and Quality Control

Contractor shall submit itemized invoices that include the following:

- A. Purchase Order Number and Service Agreement Number
- B. Service Address
- C. Detailed Description of Work Completed
- D. Total Billed Hours (including overtime, if pre-approved by the City)
- E. Itemized List of Parts Used
- F. Copies of Invoices for Purchased Parts, Showing Applicable Markup

Quality Control and Contractor Supervision

The Contractor shall ensure that the product and services meet quality standards and are acceptable to the City's Contract Administrator to ensure that the requirements of the Contract are provided as specified. The Contractor shall also provide supervision of the work to ensure it complies with the contract requirements.

Work Site

- A. Services will be performed at 5352 Ayers St., Building #20, Corpus Christi, TX 78415, and 1401 Sonny Watkins Dr., Rockport, TX 78382.
- B. Contractor shall coordinate scheduled maintenance visits and emergency responses with the City's Point of Contact:

John Flores, CCGAS Gas Systems Manager
Email: johnf@corpuschristitx.gov
Work phone: 361-885-6925
City Cell: 361-533-6370



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

**RFB 6800
CNG Preventative Maintenance and Service**

Date: 11-10-2025

PAGE 1 OF 2

Bidder: Mcore Energy LLC

Authorized
Signature:

Gounes Rouissi

- 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.

CNG Preventative Maintenance and Service for 5 Years					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL
* 1	Preventative Maintenance Service- Quarterly Includes: 1-day (8 hours) site visit each quarter.	30	EA	\$ 2,800	\$ 84,000
2	Technician Labor- Service Calls Regular Hours: M-F 8:00 AM - 5:00 PM	450	HR	\$ 85.00	\$ 38,250
3	Technician Labor-Emergency Service Calls. Outside Regular Hours, including weekends and holidays.	300	HR	\$ 85.00	\$ 25,500
4	24/7 - 365 Phone Technical Support with Senior Service Technician	75	HR	\$ 85.00	\$ 6,375
5	Parts/Materials - PM Service Calls	15 % Mark-Up of Cost			\$ 20,000.00
TOTAL					\$ 174,125

*scheduled, not quarterly visits, are required. _____

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 Administrator one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured 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 the Description Box of the COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability, Including: <ol style="list-style-type: none"> 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) <ol style="list-style-type: none"> 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
Contractor's Pollution Liability / Environmental Impairment Coverage Not limited to sudden and accidental discharge. Including: <ol style="list-style-type: none"> 1. Long-term environmental impact for the disposal of pollutants/contaminants. 2. Cleanup and remediation. 3. Compressed Natural Gas (CNG) fueling station equipment and operations. 	\$1,000,000 Per Occurrence

TCEQ Requirements:

Must comply with all requirements of the Texas Commission on Environmental Quality (TCEQ) and Laws and Regulations.

- 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, the 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 ensure 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 the 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 the 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 the 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.

No Bonds are required for this Service Agreement.

2025 Insurance Requirements

Ins. Req. Exhibit **4-C**

Contracts for General Services – Services Performed Onsite - Pollution

05/10/2025 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

- A. A 30-day warranty applies to all service work performed by the Contractor.
- B. All parts provided by the Contractor shall be covered under the manufacturer's standard warranty.