

SERVICE AGREEMENT NO. 2710

Building Maintenance Services for CCFD

THIS **Building Maintenance Services for CCFD Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and DarPro Commercial Construction, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Building Maintenance Services for CCFD in response to Request for Bid/Proposal No. 2710 ("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 Building Maintenance Services for CCFD ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for two years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to three additional one-year periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$90,000, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. 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 will 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:

Gerardo Garcia
Fire Department
361-826-8427
GerardoG@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.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 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: Gerardo Garcia
Fire Captain
2406 Leopard St., Corpus Christi, TX 78408
Phone: 361-826-8427
Fax: 361-826-4228

IF TO CONTRACTOR:

Darpro Commercial Construction, LLC
Attn: Darryl A. Prosek
Managing Partner
P.O. Box 18278, Corpus Christi, TX 78480
Phone: 361-939-1111
Fax: 361-937-6003

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

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the

Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. **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. **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.
21. **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.
22. **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).
23. **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.
24. **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.
25. **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

Signature: 

Printed Name: DARRYL PROSEK

Title: Managing Partner

Date: 8/14/19

CITY OF CORPUS CHRISTI

Kim Baker
Director of 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. 2710
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1 General Requirements/Background Information

- A. The Contractor shall provide building maintenance services to the Corpus Christi Fire Department (CCFD) on an as needed basis, under a job order contract.
- B. All work performed must be accomplished in a manner that meets all applicable specifications, trade standards and provisions, and federal, state, and local codes and regulations.
- C. The Contractor shall be responsible for providing all the materials, labor, equipment, tools, and services necessary to complete the required work.
- D. The Contractor shall provide a payment bond if the job/work order exceeds \$50,000 and a performance bond if the job/work order exceeds \$100,000.
- E. As per Texas Occupation code Title 6, Subtitle A (Regulation of Engineering and Related Practices), if the job order involves Electrical/Mechanical engineering and an estimate exceeds \$8,000, then the City of Corpus Christi shall engage a licensed Professional Engineer.
- F. As per Texas Occupation code Title 6, Subtitle A (Regulation of Engineering and Related Practices), if the job order does not involve Electrical/Mechanical engineering and an estimate exceeds \$20,000, then the City of Corpus Christi shall engage a licensed Professional Engineer.
- G. The Contractor shall install, repair, modify, paint, or perform the work as per the Contractor Administrator's needs, requirements, plans or procedures.
- H. The Contractor shall have, in place, an employee safety program.

- I. The Contractor is responsible for making repairs to damaged items during the completion of work or as a result of action or inactions by Contractor's staff.

1.2 Repairs

The Contractor shall perform the following services including but not limited to the following:

- A. Wood work: Perform minor woodwork, install wood structures, frame out new walls, perform trim work, install moldings, work on cabinetry, personal lockers, etc.
- B. Dry wall: Install new sheet rock, repair holes, tape and float, apply textures, prime, and paint.
- C. Flooring: Remove or install all types of flooring including tile, carpet, laminates in bathrooms, offices and all other spaces as necessary.
- D. Paint: Prepare, sand, prime and paint interior or exterior walls and other surfaces.
- E. Remodel: Perform minor modifications to existing buildings, walls, doors, windows interior and exterior finishes.
- F. Additions: Add walls, closets, doors, windows, electrical devices, new plumbing fixtures, etc.
- G. Minor electrical: Perform minor electrical work, re-routes, modifications, only while performing construction work or remodeling projects.
- H. Minor plumbing: Perform minor plumbing work on copper pipes, PVC pipes, PEX tubing, valves, faucets, showers, sinks, etc. only while performing construction work or remodeling projects.
- I. Repairs: Walls, windows, doors, floors, and ceilings, ceramic tile in bathrooms and showers, cabinets, lockers, sinks, roofs, patch asphalt or concrete driveways.
- J. Demolitions: Remove walls, doors, windows, lockers, light fixtures, cabinets, and other items as necessary. May also remove or cap off pipes, utility lines, fixtures, faucets as needed.

- K. Installations: Install equipment, sheds, AC window units, shelving, windows, shutters and shades, floor and ceiling tiles, carpeting or planking, gates, fencing, flagpoles, countertops and laminate.
- L. Other Services: Deliver sandy loam, dirt, gravel, crushed limestone or other materials to the stations, fill holes on the exterior of the stations caused by erosion and grade yards to maintain the proper water runoff and drainage slope. Plant grass, trees, and plants.

1.3 Service Call

- A. The CCFD will provide the job/work order before commencement of services, which must be signed by the City and the Contractor before work begins.
- B. Job/work order pricing will be based on unit costs outlined in the bid/pricing schedule.
- C. In order to minimize overstaffing, the CCFD shall provide work description in the Work order or explain by email/phone. Based on description, the Contractor will have a general idea of the work prior to commencement. The Contractor shall not overstaff for job repairs and the CCFD reserves the right to pay the price based upon customary trade practices.
- D. The Contractor shall perform service calls during normal working hours 8:00am to 5:00pm excluding City holidays. The Contractor shall be on site within two hours or within an agreeable time frame determined by the Contract Administrator.
- E. Emergency service calls are defined as an event which requires immediate actions to prevent a hazard to life, health, safety, and property. The Contractor shall be on site within an agreeable time frame determined by the Contract Administrator.
- F. The Contractor shall check in with the Contract Administrator at the location upon arrival and check out after completion of work.
- G. If the Contractor is required to leave the premises to obtain parts/materials, personnel at the stations or the Contract Administrator must be notified.

1.4 Service Personnel

- A. The Contractor shall ensure that all personnel are continuously trained to meet the latest industry standards.
- B. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely without delay. All personnel shall wear a uniform including safety equipment and any company issued photo identification. Contractor's employees working on site shall wear clothing with an identification logo bearing the name of the company. All personnel shall be neatly dressed in shirts, safety shoes and long pants. Shorts or torn clothing are unacceptable. If performing electrical work, the clothing worn shall be suitable and in accordance with NFPA 70E requirements.
- C. The City has the right to reject any service personnel and the Contractor is liable to deploy new personnel if the service personnel does not perform as per the requirement.

1.5 Recordkeeping and Invoicing

- A. The Contractor shall establish and maintain a log delineating complete and accurate records of all repairs, parts, supplies, and materials for each location for the term of the contract. The Contractor shall update the logs after each service defined in the contract.
- B. Each month, the Contractor shall submit the invoice for repair services to the Contract Administrator. The invoice must contain the following:
 - Total hours billed, itemized by position and hourly rate
 - Work order number / job ticket
 - Copies of all invoice for parts/materials
 - Approval for payment shall be authorized by the Contract Administrator

1.6 Safety

- A. The Contractor shall barricade or place cones around the work area before commencing services.
- B. The Contractor shall safeguard the area while services are being performed.

- C. The Contractor shall try to minimize any interference with the day to day operations of the building occupants.
- D. The Contractor shall be responsible for assuring the safety of its employees, City employees, and the public during performance of all services.
- E. The Contractor shall not store worn or defective parts on City premises at the end of the work day, unless otherwise approved by the Contract Administrator or designee.
- F. The Contractor must clean work site from debris or hazards after completion of work.
- G. The Contractor shall dispose all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health.

1.7 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

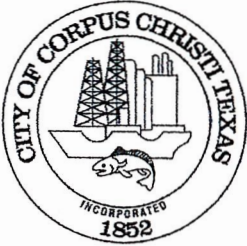
1.8 Warranty

- A. The Contractor shall provide one-year warranty on workmanship.
- B. The Contractor shall provide one-year warranty or manufacturer warranty on all new parts.
- C. Any additional service call to repair deficiencies, previously addressed, will not be considered for payment.

1.9 Work Locations

The Contractor shall perform building maintenance services to the following locations:

Station	Phone	Address/Zip
1	361-826-8054	514 Belden / 78401
2	361-826-1245	13421 Leopard St. / 78410
3	361-826-1250	1401 Morgan Ave. / 78404
4	361-826-1247	2338 Rodd Field Rd. / 78414
5	361-826-4648	3105 Leopard St. / 78408
6	361-826-8071	6713 Weber Rd. / 78413
7	361-826-8075	3722 S. Staples / 78411
8	361-826-8077	4645 Kostoryz / 78415
9	361-826-1255	501 Navigation Blvd. / 78408
10	361-826-1258	1550 Horne Rd. / 78416
11	361-826-8073	910 Airline Rd. / 78412
12	361-826-8120	2120 Rand Morgan Rd., / 78410
13	361-826-8080	1802 Waldron Rd. / 78418
14	361-826-8150	5901 S. Staples St. / 78413
15	361-949-9934	14202 Commodores Dr. / 78418
16	361-826-4183	8185 State Hwy 361 / 78418
17	361-826-8050	6869 Yorktown / 78414
18	361-826-8061	6226 Ayers St. / 78415
Fire Administration	361-826-3900	2406 Leopard – Suite 300 / 78408
Shop/Warehouse	361-826-3923	1501 Holly Rd. / 78417
EMS Central	n/a	209 S. Carancahua / 78401
HazMat Central	n/a	3312 Leopard St. / 78408



Attachment B: Bid/Pricing Schedule

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

**RFB No. 2710
Building Maintenance Services for CCFD**

PAGE 1 OF 1

Date: 6/27/19

Bidder: DARPRO COMMERCIAL CONSTR. 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	QTY	Unit Price	Total Price
1	Labor	HRS	500	\$41.00 PH	\$20,500.00
Item	Description	Estimated Spend	Markup (%)	Allowance + Mark up	
2	Parts/Materials	\$30,000	6.5 %	\$31,950.00	
Total				\$52,450.00	

Note: The total amount shown above is for bid purposes only. The contract value is a predetermined amount established and published in the RFB as this is a job order contract.

Attachment C: Insurance and Bond Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of the subcontractor has been obtained.

2. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
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 \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory and complies with Part B of this Exhibit. \$500,000/\$500,000/\$500,000

POLLUTION LIABILITY (Including Cleanup and remediation)	\$1,000,000 Per Incident Limit \$1,000,000 Aggregate
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3. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

B. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.

2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.

3. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

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

4. Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
5. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
 6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
 7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
 8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements
Fire Department
General Contractor Services to Include Asbestos Abatement
03/14/2019 sw Risk Management

**Bond will be required as outlined on the Scope of Work, Section 4:
subsection 4.3; Job Order (C)**

Attachment D: Warranty Requirements

1. The Contractor shall provide one-year warranty on workmanship.
2. The Contractor shall provide one-year warranty or manufacturer warranty on all new parts.
3. Any additional service call to repair deficiencies, previously addressed will not be considered for payment.