

SERVICE AGREEMENT NO. 2270

Electrical Services for CCFD

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

WHEREAS, Contractor has bid to provide Electrical Services for CCFD in response to Request for Bid/Proposal No. 2270 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Electrical Services for 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 the Contracts and Procurement Department. 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 by written amendment 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 \$80,000, 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:

Gourley Contractors LLC
Attn: James Gourley
Vice President
4921 Ambassador Row, Corpus Christi, TX 78416
Phone: 361-883-3766
Fax: 361-883-5556

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.

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CONTRACTOR

Signature: James Gourley
Printed Name: James Gourley
Title: Vice President
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

1.0 General Requirements/Background Information

- A. The Contractor shall provide on call electrical services for CCFD on an as needed basis as per this Scope of Work under a job order contract.
- B. The Contractor shall be able to perform specified services 24 hours a day, 365 days per year on an as needed basis. The City will use prudent judgment when calling after regular working hours for specific services.
- C. The Contractor shall be on site within two hours or within an agreeable time frame determined by the Fire Department and the Contractor or receipt of job order request.
- D. The Contractor shall maintain enough responsible, trained, licensed personnel to provide the services.
- E. The Contractor shall provide labor, supervision, tools, equipment, and transportation necessary to perform the services.
- F. All work performed must be accomplished in a manner that meets all applicable original specifications, trade standards and provisions, federal, state, local codes and regulations.

1.1 Electrical Services

The Contractor shall perform the following electrical services on an as needed basis, but not limited to:

- A. Electrical conduit wiring
- B. Lighting systems and lighting control systems
- C. Receptacles, switches, data and telephone wall jacks
- D. Emergency lighting equipment
- E. Power and conduit to other systems such as HVAC systems, generators, or other equipment
- F. Data and telephone cabling
- G. Conduit systems for communications and other electronic systems
- H. Pump, motor, electrical breakers
- I. Low voltage wiring

- J. Air controls
- K. Generator systems
- L. Pump controls
- M. Irrigation – electrical valves and controllers
- N. Electrical furnaces
- O. Sewer pumps
- P. Install and commission new wiring for upgrades and improvements
- Q. Any and all other electrical work requiring a licensed electrician

1.2 Job Order

- A. Information for the services shall be provided to the Contractor through a job order or phone/email only in emergency. The Contractor shall request the job order copy from the Contract Administrator, if City fails to provide.
- B. The Contractor shall submit a written estimate for approval to the Contract Administrator utilizing pricing as outline in the Contract pricing.
- C. The Contractor shall provide a payment bond if the estimate of the job order exceeds \$50,000 and a performance bond if the estimate of the job order exceeds \$100,000.
- D. Under this contract, most of the work will be performed by the Journeyman Electrician. The Contractor shall include master electrician in the estimate if the work requires to pull permits for construction and installation, to oversee Journeyman as per project requirement or approved by the Contract Administrator.
- 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 must obtain approval form the Contract Administrator prior to commencement of work. If the estimate is accepted and work

performed, the Contractor's invoice shall not exceed the authorized amount unless pre-authorized by the Contract Administrator via a task order amendment or change order prior to the work being performed.

- H. Along with the estimate, the Contractor shall prepare and submit a proposed work schedule that includes estimated days to complete project and number of personnel to be assigned to perform the work.
- I. The Contractor shall only invoice the City for the time spend on the property. The City will not pay for time spent in route or travelling to acquire parts/materials.
- J. Upon completion of service call, the Contractor's representative shall provide a job ticket. The job ticket shall include, but not limited to – Company Name, Name of Electrician, Date of Service, Detailed description of the work performed, root causes of failure, parts used, Job order number and total time spend on job.

1.3 Service Personnel

- A. Any personnel assigned to the service agreement shall meet all applicable certification requirements of any regulatory agency having jurisdiction. The Contractor shall ensure that all personnel are continuously trained to meet the latest electrical technology and industry standards.
- B. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely without delay. All personnel assigned to the service agreement shall wear a uniform, including safety equipment and any company issued photo identification. The Contractor's employees working on site shall wear clothing with an identification logo bearing the name of the company visible from 15 feet. All personal shall be neatly dressed in shirts, safety shoes and long pants. Shorts or torn clothing are unacceptable. Clothing worn shall be suitable for electrical work in accordance with NFPA 70E requirements.
- C. The Contractor shall conduct background checks for all personnel before assigned to work under this agreement. The Contract Administrator may ask for a background check report from the Contractor. The City reserves the right to approve or refuse employees based on background check reports.

1.4 Permits

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, Local, and Municipal laws, codes or regulations, in connection with the performance of the work.

1.5 Site Control

- A. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall safe guard the area while services are being performed. The Contractor shall try to minimize any interference to the building occupants with the day to day operations. The Contractor shall ensure the safety of its employees, City employees, and the public during performance of all services under this agreement.
- B. The contractor shall protect from damaging all existing improvements or utilities at or near the site of the work and shall repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damages promptly, the Contract Administrator may have the necessary work performed and charge the cost thereof to the Contractor.
- C. 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.
- D. The Contractor shall report to the station Captain, or to any CCFD personnel at the station upon arrival.
- E. The Contractor will check in on the Vendor Check In/Out form.

1.6 Completion

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

- C. Upon completion of the project, the Contractor shall notify the Captain or other CCFD personnel. The Vendor Check In/Out form shall be completed at this time to close out the service call.

1.7 Compensation

- A. The Contractor shall perform services during normal business hours 8:00 am to 5:00 pm, Monday through Friday.
- B. Labor is allowed at hours actually worked on the jobsite.
- C. Materials shall be provided to the City's at cost and the allowable contract mark up. Receipts are required. Permits are paid at cost with no markup.
- D. The Contractor shall submit a copy the invoice to the Contract Administrator. Invoice must contain the following:
 - 1. Purchase order number
 - 2. Description of work
 - 3. Total hours billed, itemized by position and hourly rate
 - 4. Job order number
 - 5. Copies of all receipts for parts/materials/equipment/permits
- E. Approval for payment shall be authorized by the Contract Administrator.

1.8 Recordkeeping

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.

1.9 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 ensure it complies with the contract requirements.

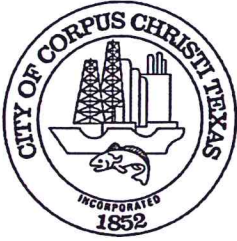
1.10 Warranty

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

1.11 Work Locations

The work shall be performed at the following Corpus Christi Fire Station locations:

Station #	Address	Zip Code	Station #	Address	Zip Code
1	514 Belden St	78401	12	2120 Rand Morgan Rd.	78410
2	13421 Leopard	78410	13	1802 Waldron Rd.	78418
3	1401 Morgan St.	78404	14	5901 S. Staples St.	78413
4	2338 Rodd Field Rd.	78414	15	14202 Commodores Dr.	78418
5	3105 Leopard St.	78408	16	8185 State Hwy 361	78418
6	6713 Weber Rd.	78413	17	6869 Yorktown Blvd	78414
7	3722 S. Staples St.	78411	18	6226 Ayers St.	78415
8	4645 Kostoryz Rd.	78415	Warehouse	1501 Holly Rd.	78417
9	501 Navigation Blvd.	78408	Old Station 5	3312 Leopard St.	78408
10	1550 Horne Rd.	78416	EMS Central	209 S. Carancahua	78401
11	910 Airline Rd.	78412			



Attachment B: Bid/Pricing Schedule

CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BID FORM

RFB No. 2270
Electrical Services for CCFD

PAGE 1 OF 1

Date: 07.02.2019

Bidder: Gourley Contractors LLC

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	Master Electrician Normal Hours 8:00am-5:00pm Monday-Friday	Hr.	40	\$82.60	\$3,304.00
2	Master Electrician After Hours 5:01pm-7:59am and weekends/holidays	Hr.	10	\$123.90	\$1,239.00
3	Journeyman Normal Hours 8:00am- 5:00pm Monday-Friday	Hr.	350	\$49.60	\$17,360.00
4	Journeyman After Hours 5:01pm- 7:59am and weekends/holidays	Hr.	75	\$74.40	\$5,580.00
			Estimated Spend	Mark up (%)	Estimated Spend + Markup
5	Parts/Material		\$20,000	15%	\$23,000.00
6	Allowance for Permits		\$1,000		\$ 1,000.00
Total					\$51,483.00

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 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.
2. 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
30-written day notice of cancellation required on all certificates or by applicable policy endorsements	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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

3. In the event of accidents of any kind related to this agreement, 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 an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
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 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

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, 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 thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change 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 suspension, cancellation, or non-renewal 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 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.
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 agreement.
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 agreement.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2019 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

04/26/2019 Risk Management – Legal Dept.

Bond will be required as outlined on the Scope of Work, Section 4; subsection 4.1; General Requirements/Background Information (D).

Attachment D: Warranty Requirements

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

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