

CO-OPERATIVE PURCHASE AGREEMENT NO. 3835

Fiber Internet Access for Choke Canyon Reservoir

THIS **Fiber Internet Access for Choke Canyon Reservoir Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and VTX1 Companies ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide Fiber Internet Access for Choke Canyon Reservoir in accordance with its agreement with TIPS Contract 210101 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide Fiber Internet Access for Choke Canyon Reservoir in accordance with the attached Statement 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.
- 3. Term.** This Agreement is for five years. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. 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.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$100,564.00, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, 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:

City of Corpus Christi
Attn: Accounts Payable

P.O. Box 9277
Corpus Christi, Texas 78469-9277

5. Insurance. 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.

6. 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.

7. 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: Phillip Grant
Information Technology Infrastructure Manager
1201 Leopard St., Corpus Christi, Texas 78401
Phone: (361) 826-3845
Fax: (361) 826-3740

IF TO CONTRACTOR:

VTX1 Companies
Attn: Linda Rae Garza
Account Executive II
891 E. Hidalgo Ave., Raymondville, TX 78580
Phone: (956) 642-1312
Fax: n/a

- 8. Entire Agreement.** This Agreement, along with the Co-operative 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

DocuSigned by:
Signature: Jeffrey Patterson
C042C8518D8444B...

Printed Name: Jeffrey Patterson

Title: Sales Manager

Date: 10/20/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director, Contracts and Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

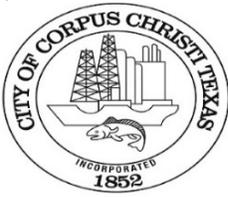
Assistant City Attorney Date

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

Co-operative Agreement: TIPS Contract 210101



ATTACHMENT A: SCOPE OF WORK

Project Name: Fiber Internet Access for Choke Canyon Reservoir

Project Address: Choke Canyon Reservoir, 2706 Hwy 72, Three Rivers, TX 78071

TIPS Contract: 210101 Technology Solutions, Products and Services

Background: Choke Canyon Reservoir is currently on a T1 connection. This connection is unstable during inclement weather. A new fiber line needs to be installed to always provide a stable connection.

Scope of Work:

- A. The Contractor will provide Fiber Internet Access 1Gbps x 1Gbps at Choke Canyon Reservoir, which includes the following:
1. 1Gbps x 1Gbps \$1,349/month
 2. One Static IP at no additional cost
 3. One time installation fee, which is waived with a five-year agreement
 4. Construction Costs – labor, materials, and equipment to construct 6,150 feet of subterranean fiber to the building.
 5. The term of the agreement will be for five years.

Point of Contact:

Phillip Grant, IT Infrastructure Manager Information Technology
Office: 361-826-3845
Cell: 940-390-1499
PhillipG2@cctexas.com

Contractor Point of Contact:

Linda Rae Garza, Account Executive II
VTX1 Companies
891 E. Hidalgo Ave, Raymondville, Texas 78580
956-642-1312, Cell 956-773-9000
linda.garza@vtx1.net

Contractor Person Authorized to Sign:

Jeffrey Patterson
Sales Manager
jeffrey.patterson@vtx1.net
956-642-1328

Attachment B: Bid/Pricing Schedule



VTX1 Companies

881 E. Hidalgo Ave.
Raymondville, TX 78580
1.800.446.2031
www.vtx1.net
Fax (956) 642-1051

August 9, 2021

City of Corpus Christi – Choke Canyon Reservoir

Quote for: Alan Carlos

Services to be delivered to:

Choke Canyon Reservoir (28.467701, -98.250946)
2706 Hwy 72
Three Rivers, TX 78071

TIPS Contract: 210101 Technology Solutions, Products and Services

Quote: Fiber Internet Access 1Gbps x 1Gbps

(Please check the box next to the option you want to move forward with)

5 Year Agreement Option

1Gbps x 1Gbps \$1,349/month

- MSRP \$2,140/month
- 36.96% Discount

1 Static IP \$0/month

Installation \$250 (one-time fee) – Waived with 5 Year Agreement

Construction Cost \$19,624 (one-time fee)

\$80,940 (monthly sub-total cost)

\$19,624 (construction cost)

\$100,564 Grand Total

Quote Terms:

VTX1 TERMS OF SERVICE APPLY AND GOVERN ALL QUOTED SERVICES (SEE BELOW).

The signing of this quote signifies acceptance of the above pricing for services and goods stated for the Agreement Term. Pricing listed is only available through the "valid until" date as stated above. Acceptance of quote beyond that date may result in price changes. You may also be required to complete an additional Service and/or Customer Agreement dependent on location of Service Address if no existing Master Services Agreement (MSA) is in effect. Non-Recurring Charges ("NRC") shall be invoiced upon the execution of the Quote. The Commencement Date of the Service will be reflected on the VTX1 Completion Notification Form for the applicable Service or, if no notification form, on the commencement of Service. The Minimum Term Commitment expires on the applicable anniversary date following the Commencement Date indicated on the Completion Notification Form. Early termination fees may apply if service is terminated prior to the Commitment Term as well as reimbursement of any discounts, waived NRCs and other charges upon invoice by VTX1. Service may continue following expiration of the Minimum Term Commitment on a month-to-

Linda Rae Garza | Account Executive II | linda.garza@vtx1.net | (956) 642-1312

month basis as allowed under VTX1's terms of service for the Service. Monthly Recurring Charges ("MRC") and other normal service charges shall be invoiced monthly VTX1 RESERVES THE RIGHT TO REQUIRE AN EXECUTED CURRENT MSA AND SERVICE ORDER FOR QUOTED SERVICES. IF VTX1 DOES NOT REQUIRE AN EXECUTED MSA AND SO FOR THE SERVICES, VTX1'S STANDARD TERMS OF SERVICE AS SET FORTH IN ITS APPLICABLE TARIFFS IN EFFECT OR, AS TO NON-TARIFFED SERVICES, AT <http://www.vtx1.net/about-vtx1/terms-of-service/> APPLY AND GOVERN THE SERVICES.

Quote Acceptance by Customer:

CITY OF CORPUS CHRISTI
Customer Name

Printed Name

Date

Title

Signature



Attachment C: Insurance 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 any subcontractor has been obtained.
2. Contractor must furnish to the City's Risk Manager and Contract Administer 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
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
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employers Liability	\$500,000/\$500,000/\$500,000

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 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
5. 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.
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.

2021 Insurance Requirements

Ins. Req. Exhibit **7-D**

IT Contracts – Hardware Installation

05/10/2021 Risk Management – Legal Dept.

No bond is required for this service agreement.

Attachment D: Warranty Requirements

Warranty is not required for this service agreement.