

## SERVICE AGREEMENT NO. 4123

### Locksmith Services

THIS **Locksmith Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Leslie J. Morris dba The Lock Man ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Locksmith Services in response to Request for Bid/Proposal No. 4123 ("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 Locksmith Services ("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 three years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

**3. Compensation and Payment.** This Agreement is for an amount not to exceed \$117,000.00, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance,

subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Rebecca Serna  
Facilities Building Maintenance  
Phone: 361.826.3388  
RebeccaS@cctexas.com

**5. Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**

  - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
  - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
  - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City

Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Rebecca Serna  
Project Manager  
1201 Leopard St., Corpus Christi, TX 78401  
Phone: 361.826.3388  
Fax: n/a

**IF TO CONTRACTOR:**

Leslie J. Morris dba The Lock Man  
Attn: Leslie J. Morris  
Owner/Manager  
6214 Queen Bess Dr., Corpus Christi, TX 78414  
Phone: 361-696-1302  
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 A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

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

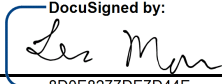
(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**19. Owner’s Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**CONTRACTOR**

Signature:  \_\_\_\_\_  
8D0E8277DE7D44E...

Printed Name: Leslie Morris

Title: Mr

Date: 5/2/2022

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Josh Chronley  
Assistant Director of Finance - Procurement

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

**Attached and Incorporated by Reference:**

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

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 4123
- Exhibit 2: Contractor's Bid/Proposal Response





## Attachment A: Scope of Work

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

The Contractor shall have sufficient number of responsible, trained personnel qualified to provide the City of Corpus Christi with Locksmith Services. Services will be provided for all City owned facilities on an as needed basis.

### **Scope of Work:**

**A.** The Contractor shall provide all supervision, labor, transportation, tools, materials and equipment necessary for the completion of the project. All work must be performed in accordance with federal, state, local building codes and OSHA safety requirements, including but not limited to IBC 2015, IPC 2015.

### **B. Locksmith Services**

1. The Contractor shall provide troubleshooting, maintenance, repair, replacement and installation of locks/keys/lock hardware and all other related material and supplies throughout various city owned locations.
2. The Contractor shall also perform repairs on all security type containers, and combination file cabinets by detecting malfunctions of the locking mechanism and at the same time removing and replacing unserviceable locks, or restoring repairable locks to operating condition by disassembling, cleaning, and replacing worn, bent, or broken parts. This also includes:
  - Master keys and other locks
  - changing tumblers and pins
  - removing or adding cylinder pins
  - rebuilding existing cylinders to new codes
  - adapting existing locks to fit into the City Master System.

3. This ensures that various keyways are compatible to building blueprints to determine the total number of locks and those which can be keyed alike.
4. The Contractor shall also maintain control of keys by proper identification and documentation.
5. The Contractor shall modify and rework locking devices to accomplish special security objectives designed to work in conjunction with other components and equipment to form a complete security or surveillance system of designated location.
6. The Contractor shall provide services for modification of keys and combination locks, latches, when the security of existing locks has been compromised. Such modifications are needed when there is a change in personnel responsible for security, when periodically required by security regulations, when rooms are remodeled or forced entry etc.

### **C. Work Locations**

The Contractor shall provide as needed Locksmith Services to the following locations including, but not limited to:

	<b>Dept</b>	<b>BUILDING</b>	<b>Address</b>	<b>Zip Code</b>
1	Engineering	Engineering Annex	1201 Leopard St	
2	Asset Mgmt	Facilities	5352 Ayers Building 3a, Corpus Christi, Tx	78415
3	Asset Mgmt	Fleet	5352 Ayers Building 3B, Corpus Christi, Tx	78415
4	Gas	Gas Department	4225 S Port Ave, Corpus Christi, TX	78415
5	Health	Health Department	1702 Horne Rd, Corpus Christi, TX	78416
6	Library	La Retama Central Library	805 Comanche St, Corpus Christi, TX	78401
7	Library	Garcia Public Library	5930 Brockhampton St, CC, TX	78414
8	Library	Janeth Harte Public Library	2629 Waldron Rd, Corpus Christi, TX	78418
9	Library	Hopkins Public Library	3202 McKenzie Rd, Corpus Christi, TX	78410
10	Library	McDonalds Library	4044 Greenwood Dr, Corpus Christi, TX	78416
11	Library	Neyland Public Library	1230 Carmel Pkwy, Corpus Christi, TX	78411
12	Mun Ct	Municipal Courts	321 John Sartain St, Corpus Christi, TX	78401

13	Park & Rec	Ben Garza Gym	1815 Howard St, Corpus Christi, Tx	78408
14	Park & Rec	Broadmoor Senior Center	1651 Tarlton St, Corpus Christi, TX	78415
15	Park & Rec	Ethel Eyerly Senior Center	654 Graham Rd. Corpus Christi, TX	78418
16	Park & Rec	Garden Senior Center	5325 Greely Dr, Corpus Christi, TX	78412
17	Park & Rec	Greenwood Senior Center	4040 Greenwood Dr, Corpus Christi, TX	78416
18	Park & Rec	Lindale Senior Center	3135 Swantner St, Corpus Christi, TX	78404
19	Park & Rec	Northwest Senior Center	9725 Up River Rd, Corpus Christi, TX	78410
20	Park & Rec	Oveal Williams Senior Center	1414 Martin Luther King Dr, CC, TX	78401
21	Park & Rec	Zavala Senior Center	510 Osage St, Corpus Christi, TX	78405
22	Park & Rec	Joe Garza Recreation Center	3204 Highland Ave, Corpus Christi, TX	78405
23	Park & Rec	Lindale Recreation Center	3133 Swantner St, Corpus Christi, TX	78404
24	Park & Rec	Oak Park Recreation Center	842 Erwin Ave, Corpus Christi, TX	78408
25	Park & Rec	Oso Recreation Center	1111 Bernice Dr, Corpus Christi, TX	78413
26	Park & Rec	Solomon Coles Rec Center	924 Winnebago St, Corpus Christi, TX	78401
27	Park & Rec	Al Kruse Tennis Center	502 King St, Corpus Christi, TX	78401
28	Park & Rec	HEB Pool Complex	1520 Shelly St, Corpus Christi, TX	78404
29	Park & Rec	HEB Tennis Court	1520 Shelly St, Corpus Christi, TX	78404
30	Park & Rec	MLK	1406 Martin Luther King Blvd, Corpus Christi, Tx	78401
31	Park & Rec	Central Kitchen	4141 Old Brownsville Rd, CC, TX	78405
32	Park & Rec	Beach Operations	8185 State HWY 361, Corpus Christi, Tx	78418
33	Park & Rec	Park Maintenance	1709 Mesquite St, Corpus Christi, Tx	78401
34	Park & Rec	Bayfront Kiosk	1590 N Shoreline, Corpus Christi, Tx	78401
35	Park & Rec	Bayfront Restrooms	1590 N Shoreline, Corpus Christi, Tx	78401
36	Park & Rec	Water's Edge Park Restrooms	602 S Shoreline, Corpus Christi, Tx	78415

37	Police	Police Department	321 John Sartain St, Corpus Christi, TX	78401
38	Police	Police Motor Pool	5352 Ayers Bldg 5A, Corpus Christi, Tx	78415
39	Police	Police Impound	5485 Greenwood Dr, Corpus Christi, Tx	78417
40	Police	Police Shooting Range	9600 Hearn's Ferry Rd, Odem, Tx	78370
41	Police	Police Training (Corona)	4510 Corona Dr, Corpus Christi, Tx	78411
42	Police	Police Warehouse	1501 Holly Rd, Corpus Christi, Tx	78415
43	Police	Calallen Substation	1925 Tuloso Rd, Corpus Christi, TX	78409
44	Police	Police Internal Affairs	5805 Williams Dr, Corpus Christi, Tx	78413
45	Police	Flour Bluff Substation	1456 Waldron Rd, Corpus Christi, Tx	78418
46	Purchasing	City Warehouse		
47	Solid Waste	Solid Waste Building	2525 Hygeia, Corpus Christi, TX	78415
48	Solid Waste	CEFE Landfill	2397 Co.Rd.20, Robstown, TX	78380
49	Solid Waste	J C Elliot Transfer Station	6594 Greenwood St, Corpus Christi, TX	78415
50	Utilities	Sunrise Beach House	22787 Park Rd 25, Mathis Tx	78368
51	Utilities	Water Department	2726 Holly Rd, Corpus Christi, TX	78415
52	Utilities	O N Stevens Plant	13101 Leopard St, Corpus Christi, TX	78410
53	Utilities	Oso WasteWater Treatment Plant	501 Nile, Corpus Christi, TX	78412
54	Utilities	Greenwood WWTP	6541 Greenwood Dr, Corpus Christi, TX	78417
55	Utilities	Broadway WWTP	1402 W Broadway, Corpus Christi, TX	78401
56	Utilities	Laguna Madre WWTP	201 Jester St, Corpus Christi, TX	78401
57	Utilities	White Cap Waste WWTP	13409 White Cap St, Corpus Christi, TX	78418
58	Utilities	Allison WWTP	4101 Allison St, Corpus Christi, TX	78410
59	Utilities	Coral Vine Elevated Storage Tank	14201 Alameda Dr, Corpus Christi, Tx	78415
60	Utilities	Sand Dollar Pump Station	42201 Sand Dollar Dr, Corpus Christi, Tx	78418
61	Utilities	Staples Street Pump Station	CR 43/FM 2444 Staples, Corpus Christi, Tx	78415
62	Utilities	Kinney Street Pump Station	302 N Shoreline Blvd, Corpus Christi, Tx	78401
63	Utilities	Wooldridge Lift Station	6610 Wooldridge RD, Corpus Christi, Tx	78414
64	Utilities	Williams Lift Station	6522 Williams St, Corpus Christi, Tx	78412
65	Utilities	Sunrise Beach	22825 Park Rd, Corpus Christi, Tx	78368
66	Utilities	Wesley Seale Dam	CR 365, Sandia, Tx	78383
67		City Hall	1201 Leopard St, Corpus Christi, TX	78401
68		Frost Bank	2402 Leopard St, Corpus Christi, TX	78408
69	Park & Rec	Science and History Museum	1900 N Chaparral St, Corpus Christi, TX	78401
70	Heritage Park	Litchenstein House	1581 N Chaparral, Corpus Christi, Tx	78401
71	Heritage Park	Sidbury House	1581 N Chaparral, Corpus Christi, Tx	78401
72	Heritage Park	Little's-Martin House	1581 N Chaparral, Corpus Christi, Tx	78401

73	Heritage Park	Guggenheim House	1581 N Chaparral, Corpus Christi, Tx	78401
74	Heritage Park	Galvan House	1581 N Chaparral, Corpus Christi, Tx	78401
75	Heritage Park	Merriman-Bobbys House	1581 N Chaparral, Corpus Christi, Tx	78401
76	Heritage Park	Grande-Grossman House	1581 N Chaparral, Corpus Christi, Tx	78401
77	Heritage Park	Carroll House	1581 N Chaparral, Corpus Christi, Tx	78401
78	Heritage Park	Jalufka-Gavatos House	1581 N Chaparral, Corpus Christi, Tx	78401
79	Heritage Park	McCampbell House	1581 N Chaparral, Corpus Christi, Tx	78401
80	Fire	All Firestation locations	Corpus Christi, Texas	78401
81		Unknown locations	City Wide	

#### D. Invoicing

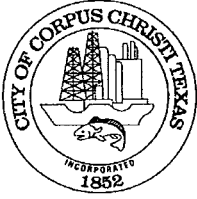
The Contractor shall submit invoice for services to the city. Invoice shall include:

- a. Work description, Purchase Order Number (PO#), Service Agreement Number, Location and date of Service and labor hours.
- b. Invoices shall be sent as follows: Original copy to [facilitymaintenanceinvoicing@cctexas.com](mailto:facilitymaintenanceinvoicing@cctexas.com) and one (1) to the Contract Administrator.
- c. The Contractor shall include copies of Work order and Contractor Information Checklist (CIC) as back-up for the invoice. Approval for payment shall be authorized by the Contract Administrator or Project Manager.

#### E. Special Instruction:

1. Upon receipt of your quote you will receive an email from Rebecca Serna acknowledging receipt of your email. Please keep in mind, if you send in a quote and do not receive an acknowledgement, please call 361-826-3388 to verify your quote was received by the stated deadline. Quotes received after the deadline will not be considered unless the deadline has been extended.
2. Contractor shall report to the Project Manager or designee at the location upon arrival.

3. If the Contractor is required to leave the premises to obtain parts or other materials, Project Manager or designee must be notified. Working hours spent outside the premises shall not be consider as billable hours.
4. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall take special measures to safeguard the area while services are being performed. The Contractor shall be responsible for assuring the safety of its employees, City employees, and the public during performance of all services under this agreement.
5. Contractor must clean work site from debris or hazards after completion of work.
6. Changes or Modifications that must be done to the project apart from the instruction given in the Scope of Work, must be approved by a Facility Maintenance Project Manager, Operations Division Supervisor or designee.
7. Any unauthorized changes or services performed by the Contractor, will be at the responsibility of the Contractor and not Asset Management-Facility Maintenance.
8. After completion of project, Contractor shall report back to the Project Manager or designee.



**Attachment B: Bid/Pricing Schedule  
CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT  
BID FORM**

**RFB No. 4123  
Locksmith Services for Asset Management**

PAGE 1 OF 1

Date: 4-6-2022

Bidder: THE LOCK MAN Authorized Signature: Jessie J. Moore

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	Locksmith Services – Service Call	Per Call	1,200	\$65/HR	78,000
			Estimated Spend	Markup %	Estimated Spend + Markup
2	Parts and Material		\$30,000	30%	39,000
<b>Grand Total</b>					<del>87,000</del>

\$117,000.00

DS

## INSURANCE 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
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	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 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.

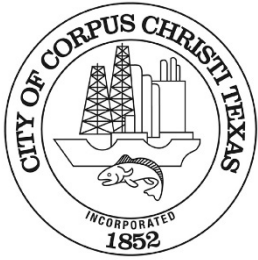
6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) 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.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.



## Attachment D: Warranty Requirements

Warranty	
<b>Labor/Workmanship</b>	1 year
<b>Materials</b>	1 year

- A. Covered warranty on new installation shall be one year or better for all labor and material.
- B. Warranty on all repairs shall be 1 year or better for all labor and materials. Any additional service call to repair deficiencies previously addressed, will not be considered for payment.