

SERVICE AGREEMENT NO. 6311

Generator Preventative Maintenance and Repairs

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

WHEREAS, Contractor has bid to provide Generator Preventative Maintenance and Repairs in response to Request for Bid/Proposal No. 6311 ("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 Generator Preventative Maintenance and Repairs ("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 one year 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 four additional one-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 \$146,500.00, 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:

Diana Zertuche-Garza
Corpus Christi Water
Phone: 361-826-1827
Email: dianag@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.** 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: Diana Zertuche-Garza, Contract Funds Administrator
Corpus Christi Water
2726 Holly Road, Corpus Christi, Texas 78415
Phone: 361-826-1827
Fax: 361-826-7215

IF TO CONTRACTOR:

American Generator Services, LLC
Attn: Andrew Sanchez
Owner
276 CR 3571, Sandia, Texas 78383
Phone: 361-834-9383

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:  AndrewSanchez (Mar 24, 2025 14:57 CDT)

Printed Name: AndrewSanchez

Title: CEO

Date: 03/24/2025

CITY OF CORPUS CHRISTI

Sergio Villasana
Director, 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. 6311
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1 General Requirements/Background Information

- A. The Contractor shall provide generator preventative maintenance and repairs on an as-needed basis.
- B. The Contractor shall provide services for the following generators: two Caterpillar, four Generac, one Kohler, one Olympian, one Rolls Royce, two Taylor, and one CK-Power (O.N. Stevens mobile).
- C. The Contractor shall be responsible for furnishing labor, supervision, tools, materials, and all equipment necessary to perform preventative maintenance and repair services in accordance with the scope of work.
- D. The Contractor shall provide emergency and non-emergency generator repairs. The Contractors' technician shall be available 24 hours a day, seven days a week for emergency services.
- E. The Contractor shall provide a preferential response for any emergency services requested by the City.
- F. All work performed under this contract must be performed in accordance with all applicable codes and standards.
- G. The Contractor must ensure that all work is performed in a safe manner and shall provide all necessary equipment and barriers to protect the work site, workers, City employees, City vehicles, and property.

1.2 Preventative Maintenance

- A. The Point of Contact or designee will provide a schedule for preventative maintenance for generators.
- B. Scheduled preventative maintenance will be performed Monday – Friday, from 8:00AM to 4:00PM. The Contractor shall check in and check out with the onsite CCW Work Coordinator before and after all authorized work is performed.
- C. The preventative maintenance services must include, at a minimum, tasks outlined below. This list is not intended to be all inclusive for each generator.
 - 1. Check and test all safety devices
 - 2. Check engine coolant
 - 3. Check for faults/codes and correct deficiencies

4. Adjust the fuel regulator (if applicable)
 5. Inspect the fuel system, air intake, and exhaust systems
 6. Inspect oil for contamination, if necessary, perform metal wear analysis
 7. Test and inspect battery charging cables and connections
 8. Perform fuel analysis, if necessary (diesel fuel generator)
 9. Remove and replace lubricating oil and filters
 10. Remove and replace fuel filter and air filter, as required
 11. Remove and replace spark plugs, as required
 12. Manually start the generator
 13. Verify voltage and frequency output
 14. Adjust engine speed as required
 15. Supply load test equipment and perform load test as per the requirement of the generator or informed by the CCW Work Coordinator
 16. Transfer switches
 - a. Inspect and clean each drive
 - b. Lubricate moving parts and contact surfaces
 - c. Inspect and ensure all connections are tight and meet required and/or recommended torque specifications
 - d. Perform power transfers to ensure proper operation
 17. Dispose of any used parts and fluid in accordance with current EPA and/or TCEQ rules and regulations.
 18. Provide a written report to CCW Work Coordinator after each inspection or repair call detailing any conditions found and advising if further service will be required.
- D. The Contractor shall perform repair and replacement parts identified during preventative maintenance. Preventative repairs must be made to prevent an unscheduled generator breakdown and to ensure continued normal operation of generator. Replacement of parts must be made to extend the useful life of the generator.
- E. Once necessary parts are identified for repair and replacement, the Contractor shall provide an estimate inclusive of labor, parts, and materials cost to the on-site CCW Work Coordinator for approval.
- F. The Contractor shall document all repairs. A copy of each preventative maintenance service and repair report will be provided to onsite

personnel at the time of completion and shall provide the following information:

1. Service address
2. Model and serial number of equipment repaired
3. Description of repairs
4. Itemized list of replacement parts and materials
5. Start time, end time and total hours worked
6. Name of authorizing City personnel

1.3 Repair Service

- A. The Contractor will receive a request from the onsite CCW Work Coordinator to correct any problems on a specific generator that needs repairs.
- B. Callback includes emergency or non-emergency repair services. The onsite CCW Work Coordinator will use prudent judgment to define emergency or non-emergency repair services. The CCW Work Coordinator's decision shall remain final, and the Contractor shall act accordingly.
- C. The Contractor will receive emergency repair requests via telephone from the CCW Work Coordinator and must call back within 15 minutes. The Contractor shall be onsite within a two-hour response time.
- D. The Contractor shall be onsite within three hours if it is a non-emergency request.
- E. In the event of adverse weather, i.e. hurricane, storm, tornado, etc., the Contractor shall be available after the post-weather event.
- F. The Contractor shall identify the repair required and provide the onsite CCW Work Coordinator with a written estimate of the time and parts and materials required for the repair and must obtain authorization from onsite CCW Work Coordinator prior to performing the repair.
- G. The Contractor shall complete repairs within 24 hours of arrival onsite. The Contractor will communicate to onsite CCW Work Coordinator any conditions that may delay work being completed within 24-hour period.
- H. In case of emergency or adverse weather, the City reserves the right to use another contractor, if the Contractor's response times are non-compliant.
- I. If the Contractor is required to leave the premises to obtain parts or materials, onsite CCW Work Coordinator must be notified.

1.4 Parts and Warranty

- A. The Contractor shall make repairs using new and unused Original Equipment Manufacturer (OEM) parts or City approved equivalent parts. The Contractor shall submit OEM equivalent parts for approval.
- B. The Contractor must provide one-year warranty on repairs and one-year warranty or manufacturer's warranty on OEM parts. The Contractor shall warrant City approved equivalent parts for 90 days.
- C. Warranty repairs must be corrected in a timely manner upon notification. If the Contractor fails to proceed promptly, the City may have the defects corrected by a third party and the Contractor shall be liable for all expenses incurred. Such action will not relieve the Contractor of further warranty liabilities.
- D. The Contractor will be responsible for submitting warranty claims to manufacturer.

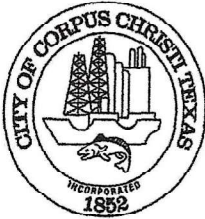
1.5 Service Personnel

- A. The Contractor must employ sufficient full-time service personnel to perform the services outlined in this contract. The Contractor's service technician must be trained, experienced, and qualified to perform the services outlined in this contract.
- B. The Contractor shall provide proper Personnel Protective Equipment (PPE) for their employees performing the work as required by OSHA and any other federal, state, or local codes, laws and regulations.
- C. The Contractor's technician shall check in with the onsite CCW Work Coordinator prior to commencing work and check out after completing the work. This requirement applies to regular maintenance and call-back repairs.

1.6 Work Site Locations

	Location-Address	Generator Model #	Generator Serial #	KVA or Kw	PM
1	Holly EST; 4917 Holly Rd., Corpus Christi, TX 78411	Catepillar DG150-2; 150 kw/60Hz/1800 RPM	4500502	150 Kw	Yes
2	Staples Pump Station; 5501 Co. Rd. 2444, Corpus Christi, TX 78415	Taylor TD450; 450 kw/60 Hz/1800 RPM	X16c113606	600 Kw	Yes
3	Rand Morgan GST; 9355 Leopard St., Corpus Christi, TX 78409	Caterpillar DG-150-2; 150 kw/60 Hz/1800 RPM	CATD6150LT4500581	150 Kw	Yes

4	Navigation Pump Station; 302 Navigation Blvd., Corpus Christi, TX 78408	Taylor TD450; 450 kw/60 Hz/1800 RPM	X16E196614	600 Kw	Yes
5	Oso Wetlands Preserve; 2446 N. Oso Pkwy, Corpus Christi, TX 78414	Kohler 10RESVL; 9 Kw/240V/3600 RPM	SGV324DJ7	9 Kw	Yes
6	ONS Maintenance Shop Generator, 13101 Leopard St., Corpus Christi, TX 78410	Rolls Royce MTU 10V0068/60 Hz/1800RPM	MT-0092651-0520	125 Kw	Yes
7	Flour Bluff EST, 2034 Flour Bluff Dr., Corpus Christi, TX 78418	Generac S6	3013999493	150 Kw	Yes
8	ONS Mobile Generator ONS Water Treatment Plant, 13101 Leopard St., Corpus Christi, TX 78410	CK-Power; Model CK430VM-T4	20132095-407	350 Kw	Yes
9	Wesley Seale Dam, 299 Co. Rd. 365, Sandia, TX 78383	Olympian B50P3	OLY000000CNPFO1601	50 Kw	Yes
10	Choke Canyon Dam (Spillway), 150 S. Shore Park Rd., Three Rivers, TX 78071	#1842-2011 Generac Model 13092150200; Type Code – S60040KI6034.2V18HPNLA	2110773	40 Kw 50KVA	Yes
11	Choke Canyon Dam (Shop), 150 S. Shore Park Rd., Three Rivers, TX 78071	#1843-2022 Generac Model G0070430	3001422103	24 Kw	Yes
12	Choke Canyon Dam, 150 S. Shore Park Rd., Three Rivers, TX 78071	#1846-2022 Generac Model G0069981	3013047359	7.5 Kw	Yes



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

RFB No. 6311

Generator Preventative Maintenance and Repairs for
Corpus Christi Water

Date:

2/25/2015

PAGE 1 OF 2

Bidder:

American Generator Services

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	Yearly Qty	Unit Price	Total Price
Preventative Maintenance & Repairs					
1	Catepillar DG150-2; 150 Kw/60 Hz/1800 RPM; Holly EST, 4917 Holly Rd., Corpus Christi, TX	EA	2	500	1,000
2	Taylor TD450; 450 Kw/60 Hz/1800 RPM; Staples Pump Station, 5501 Co. Rd. 2444, Corpus Christi, TX	EA	2	800	1,600
3	Catepillar DG-150-2; 150 Kw/60 Hz-1800 RPM; Rand Morgan GST, 9355 Leopard St., Corpus Christi, TX	EA	2	500	1,000
4	Taylor TD450; 450 kw/60 Hz/1800 RPM, 302 Navigation Blvd., Corpus Christi, TX	EA	2	800	1,600
5	Kohler 10RESVL; 9 Kw/240V/3600 RPM; Oso Wetland Preserve, 2446 N. Oso Pkwy, Corpus Christi, TX	EA	2	100	200
6	Rolls Royce MTU 10V0068/60 Hz/1800 RPM; ONS Maint. Shop Generator, 13101 Leopard St., Corpus Christi, TX	EA	2	300	600

Item	Description	Unit	Yearly Qty	Unit Price	Total Price
7	Generac S6; Flour Bluff EST, 2034 Flour Bluff Dr., Corpus Christi, TX	EA	2	300	600
8	CK-Power; Model CK430VM-T4; ONS Mobile Generator, 13101 Leopard St., Corpus Christi, TX	EA	2	500	1000
9	Olympian B50P3; Wesley Seale Dam, 299 Co. Rd. 365, Sandia, TX	EA	2	200	400
10	#1842-2011 Generac Model 13092150200, 40 KW/50KVA; Type Code - S60040K6034.2V18HPNLA; Choke Canyon Dam (Spillway), 150 South Shore Park Rd, Three Rivers, TX	EA	2	200	400
11	#1843- 2022 Generac Model G0070430, 24 KW; Choke Canyon Dam (Shop), 150 South Shore Park Rd, Three Rivers, TX	EA	2	200	400
12	#1846- 2022 Generac Model G0069981; 7.5 KW; Choke Canyon Dam, 150 South Shore Park Rd, Three Rivers, TX	EA	2	100	200
Parts/Material					
13	Parts/Material	EA			\$30,000.00
14	Shipping Allowance for Parts/Material	EA			\$2,500.00
Labor					
15	Technician - Monday-Friday 8:00am-4:00pm	HR	500	120	60,000
16	Technician --After Hours, Holidays, Weekends	HR	250	180	45,000
Total					117,000

\$146,500.00

A.S.



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
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 EMPLOYER'S LIABILITY	Statutory \$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.

No bond is required for this agreement.

2024 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2024 Risk Management – Legal Dept.

Attachment D: Warranty Requirements

1. The Contractor must provide a one-year warranty on repairs.
2. The Contractor must provide a one-year warranty or manufacturer's warranty on OEM parts.
3. The Contractor shall warranty City approved equivalent parts for 90 days.
4. Warranty repairs must be corrected in a timely manner upon notification. If the Contractor fails to proceed promptly, the City may have the defects corrected by a third party, and the Contractor shall be liable for all expenses incurred. Such action will not relieve the Contractor of further warranty liabilities.
5. The Contractor will be responsible for submitting warranty claims to the manufacturer.