

SERVICE AGREEMENT NO. 3958

Backflow Prevention Testing and Repairs for Asset Management

THIS **Backflow Prevention Testing and Repairs for Asset Management Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and TD Total Backflow Services LLC., dba Total Fire and Backflow Protection Services ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Backflow Prevention Testing and Repairs for Asset Management in response to Request for Bid/Proposal No. 3958 ("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 Backflow Prevention Testing and Repairs for Asset Management ("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 \$268,195.00, 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:

Name: Rebecca Serna
Department: Asset Management
Phone: 361-826-3388
Email: 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 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 hand delivery or certified mail, postage prepaid, and is deemed received on the day 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
5352 Ayers Bldg 3A, Corpus Christi, Texas 78415
Phone: 361-826-3388
Fax: N/A

IF TO CONTRACTOR:

TD Total Backflow Services LLC., dba Total Fire and Backflow Protection Services
Attn: Don Brammer, Owner
1187 West FM 738, Orange Grove, Texas 78372
Phone: 361-944-8117
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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

DocuSigned by:
Signature: 
60000F0A1097443...

Printed Name: Don Brammer

Title: Owner

Date: 4/18/2022

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - 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 and Bond Requirements
 - Attachment D: Warranty Requirements

- Incorporated by Reference Only:**
- Exhibit 1: RFB/RFP No. 3958
 - Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements

- A. The Contractor shall provide Backflow Prevention Testing and Repair services for City owned facilities.
- B. The Contractor shall provide Testing and as needed Repair services to approximate 303 Backflow prevention devices annually. The size of the backflow prevention devices ranges from ¾" to 4".
- C. The Contractor shall provide labor, materials, tools, and transportation necessary to perform the services for all locations.
- D. The Contractor shall perform testing and as needed repair services during normal working hours 8:00 AM to 5:00 PM, excluding City holidays. In the event of repair service call, the Contractor shall be on site within two hours or within an agreeable time frame determined by the Operations Superintendent.

1.2 Testing and Certification

- A. The Contractor shall perform testing per Texas Commission on Environmental Quality (TCEQ) Chapter 290, the City of Corpus Christi chapter 14-281 Plumbing code requirement and other applicable State requirement.
- B. The Contractor shall make the necessary repairs for devices that fail testing. If any repairs are needed to the device, the Contractor shall call Operation Superintendent and provide an estimated repair cost that includes labor and material cost.
- C. There shall be no additional charges for retesting and certification for those devices repaired by the Contractor.
- D. The Contractor must file necessary Test and Maintenance Report - TCEQ 20700 Form with the City's Development Services via Brycer no more than 10 calendar days from the date tested. Test reports submitted late will be rejected and the tester will be required to retest the device, at no additional charge, and resubmit the report.
- E. For newly installed backflow prevention assemblies, a Test and Maintenance report is required to be filed with the City's Development Services via Brycer.
- F. Test and Maintenance reports must be filed for assemblies that are removed with the City's Development Services via Brycer. There is no filing fee for removals.
- G. Test and Maintenance reports are required to be filed for all backflow prevention assemblies tested under this contract with the City's Development Services via Brycer.

- H. The Contractor shall keep the record and report on a database or other tracking system and follow up with the City 3 weeks prior to expiration testing date for the following year.

1.3 Repair Service Call

- A. The Contractor shall be available to repair services on an as needed basis.
- B. The City will provide the work order before commencement of services. The Contractor shall request the work order from the Operation Superintendent, if City fails to provide.
- C. In order to minimize overstaffing and equipment downtime, the City staff shall provide work description on the Work order or explain by email/ phone. Based on the description, the Contractor will have a general idea of the work prior to commencement. The Contractor shall not overstaff for job repairs, and use upon customary trade practices, the City's reserves the right to only pay the fees for customary trade practices.
- D. After inspection of work, the Contractor shall call the Operation Superintendent and provide an estimated repair cost that includes labor and material cost.
- E. The Contractor shall use manufacturer recommended parts.
- F. The Contractor shall only invoice the City for the time spent on the property. The City will not pay for time spent in route or travelling to acquire parts/supplies.
- G. Upon completion of repair service call, the Contractor's representative shall provide a job ticket. The job ticket shall include, but not limited to – company name, name of technician, date of service, detailed description of the work performed, root causes of failure, parts used, work Order number and total time spent on job.

1.4 New Installation of Backflow Prevention Assembly

- A. Installation shall only be done when the current backflow preventer is not repairable or not economically beneficial for the City to repair. The Contractor shall inform Operation Superintendent the reason the backflow preventer cannot be repaired, or not economically beneficial to the City.
- B. The Contractor shall provide a repair cost estimate and replacement cost. The City may elect to purchase a new backflow assembly.
- C. The Contractor shall receive approval to furnish a new preventer from Operation Superintendent. Contractor shall discuss technical specifications before purchasing new backflow preventer.
- D. New backflow prevention assemblies must be installed to the proper height, in such a manner that the serial number can be easily read to pass inspection.

- E. When replacing an assembly, the contractor shall place a note on the Test and Maintenance Report as to which device it is replacing.

1.5 Contractor/Technician Qualification

- A. As per Texas Commission on Environmental Quality (TCEQ) Chapter 290, the Contractor's backflow prevention assembly testers must be qualified to test, repair and install assemblies on any domestic, commercial, industrial, or lawn irrigation service and must hold a Backflow Prevention Assembly Tester license issued by TCEQ.
- B. The Contractor must register with the City's Development Service Department to test within the City limits.

1.6 Invoicing

- A. The Contractor's invoice must contain the following:
 - 1. Purchase Order Number.
 - 2. Address and Division.
 - 3. Description of Service.
 - 4. Bill of Materials.
 - 5. Copies of all invoices for parts/materials (to verify markup %).
 - 6. Total hours billed, itemized by position and hourly rate.
 - 7. Name of authorizing City representative.
 - 8. Testing and Maintenance Report

1.7 Contractor Quality Control and Superintendence

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

1.8 Warranty

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

1.9 Special Instructions

- A. The Contractor shall check in upon arrival and check out after completion of work with the onsite City representative or Operation superintendent.

- B. If the Contractor is required to leave the premises to obtain parts or other materials, the Operation Superintendent or onsite City representative must be notified.
- C. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall 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.
- D. The Contractor must clean work site from debris or hazards after completion of work.
- E. The Contractor shall dispose all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health.

1.10 Work Location

The following locations are where the devices are located:

Parks Dept	7540 RANCHO VISTA BLVD
Convention & Visitors Bure	1809 N CHAPARRAL ST
City of Corpus Christi Traffic Eng	405 PALM DR
City of Corpus Christi Maint & Ops Gas Dept	4225 S PORT AVE # B
City Of Corpus Christi Parks Dept	202 SANDBAR AVE IRR
PARKS DEPT.	4231 SANTA FE ST # COM01
City of Corpus Christi Inter. Airport	474 PINSON DR
CITY OF CORPUS CHRISTI PARKS DEPT	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI-PARKS DEPT	5352 AYERS ST # BL004
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City of Corpus Christi Oso Bay Park	2446 N OSO PKWY
City of Corpus Christi Oso Bay Park	2446 N OSO PKWY
City of Corpus Christi Regional Trans Auth	602 N STAPLES ST
City of Corpus Christi Regional Trans Auth	602 N STAPLES ST
City of Corpus Christi Regional Trans Auth	602 N STAPLES ST

City of Corpus Christi Regional Trans Auth	602 N STAPLES ST
City of Corpus Christi Auditorium	1900 N CHAPARRAL ST # BL005
Clty of Corpus Christi Auditorium	1900 N CHAPARRAL ST # BL005
Clty of Corpus Christi Auditorium	1900 N CHAPARRAL ST # BL005
CITY OF CORPUS CHRISTI	1900 N CHAPARRAL ST # BL005
Clty of Corpus Christi Museum ***	1900 N CHAPARRAL ST # BL005
Clty of Corpus Christi Auditorium	1900 N CHAPARRAL ST # BL005
City of Corpus Christi Auditorium	1900 N CHAPARRAL ST # BL005
CITY OF CORPUS CHRISTI	901 RESACA ST
City of Corpus Christi Fire Station #4	2338 RODD FIELD RD
CITY OF CORPUS CHRISTI	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI	5352 AYERS ST # BL004
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CITY OF CORPUS CHRISTI- PARKS DEPT.	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI (PARKS)	3202 MCKINZIE RD
CITY OF CORPUS CHRISTI PARKS DEPT	3202 MCKINZIE RD
CITY OF CORPUS CHRISTI	9725 UP RIVER RD
CITY OF CORPUS CHRISTI (PARKS)	9725 UP RIVER RD
CITY OF CORPUS CHRISTI	2334 RAIN MIST LN
CITY OF CORPUS CHRISTI	5352 AYERS ST # BL012
CITY OF CORPUS CHRISTI	400 COOPER'S ALLEY ROW
CITY OF CORPUS CHRISTI	400 COOPER'S ALLEY ROW

CITY of Corpus Christi MARINA DIVISION	400 COOPER'S ALLEY ROW
CITY OF CORPUS CHRISTI	100 PEOPLES T-HEAD ST
CITY of Corpus Christi MARINA DIVISION	100 PEOPLES T-HEAD ST
City of Corpus Christi Fire Station #5	3105 LEOPARD ST
City of Corpus Christi Fire Station #5	3105 LEOPARD ST
City of Corpus Christi Police Depart	1501 HOLLY RD
City of Corpus Christi Parkdale Library	1230 CARMEL PKWY
CITY OF CORPUS CHRISTI- PARKS DEPT.	1230 CARMEL PKWY
City of Corpus Christi Health Office	1702 HORNE RD
City of Corpus Christi Health Office	1702 HORNE RD
City of Corpus Christi Health	1702 HORNE RD
CITY OF CORPUS CHRISTI	4225 S PORT AVE
City of Corpus Christi Maint & Ops Gas Dept	4225 S PORT AVE
City Of Corpus Christi Animal Care	2626 HOLLY RD # BL006
City of Corpus Christi Police Impound Lot	5485 GREENWOOD DR
City of Corpus Christi Garcia Library	5930 BROCKHAMPTON ST
CITY OF CORPUS CHRISTI	3135 SWANTNER ST
CITY OF CORPUS CHRISTI PARKS DEPT	5225 GOLLIHAR RD
CITY OF CORPUS CHRISTI	2823 DEVON DR
CITY OF CORPUS CHRISTI	3600 MAPLE ST
CITY OF CORPUS CHRISTI	3202 HIGHLAND AVE
CITY OF CORPUS CHRISTI	1354 AIRPORT RD
CITY OF CORPUS CHRISTI	1354 AIRPORT RD
CITY OF CORPUS CHRISTI	1354 AIRPORT RD
CITY OF CORPUS CHRISTI	1354 AIRPORT RD
CITY OF CORPUS CHRISTI	3224 NIAGARA ST
CITY OF CORPUS CHRISTI	4305 GREENWOOD DR
CITY of Corpus Christi POLICE DEPT	120 N CHAPARRAL ST
CITY of Corpus Christi POLICE DEPT	120 N CHAPARRAL ST
CITY OF CORPUS CHRISTI	5352 AYERS ST # BL006
CITY OF CORPUS CHRISTI	2626 HOLLY RD # BL007
CITY OF CORPUS CHRISTI	1601 LA JOYA ST
CITY OF CORPUS CHRISTI- PARKS DEPT	1601 LA JOYA ST
City of Corpus Christi Art Museum Of So Tex	1902 N SHORELINE BLVD # BL004

City of Corpus Christi Art Museum Of So Tex	1902 N SHORELINE BLVD # BL004
City of Corpus Christi Art Museum Of So Tex	1902 N SHORELINE BLVD # BL004
City of Corpus Christi Art Museum Of So Tex	1902 N SHORELINE BLVD # BL004
CITY OF CORPUS CHRISTI- PARKS DEPT	2702 CAMARGO DR
CITY OF CORPUS CHRISTI	5930 O'TOOLE DR
CITY OF CORPUS CHRISTI	6737 SNEAD DR
CITY OF CORPUS CHRISTI- PARKS DEPT	7125 GRAND JUNCTION DR
CITY OF CORPUS CHRISTI- PARKS DEPT	3521 CRESTHILL DR
CITY OF CORPUS CHRISTI- PARKS DEPT	3909 KINGSTON DR
CITY OF CORPUS CHRISTI- PARKS DEPT	5842 TANGLEWOOD DR
CITY OF CORPUS CHRISTI- PARKS DEPT	5902 ST ANDREWS DR
CITY OF CORPUS CHRISTI	6000 YORKTOWN BLVD
City of Corpus Christi Fire Station #17	6869 YORKTOWN BLVD
City of Corpus Christi Fire Station #17	6869 YORKTOWN BLVD
CITY OF CORPUS CHRISTI	5900 YORKTOWN BLVD
CITY OF CORPUS CHRISTI	1201 LEOPARD ST
City of Corpus Christi City Hall	1201 LEOPARD ST
City of Corpus Christi City Hall**	1201 LEOPARD ST
City of Corpus Christi City Hall**	1201 LEOPARD ST
City of Corpus Christi City Hall**	1201 LEOPARD ST
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City of Corpus Christi City Hall**	1201 LEOPARD ST
City of Corpus Christi City Hall**	1201 LEOPARD ST
City of Corpus Christi Central Library	805 COMANCHE ST
CITY OF CORPUS CHRISTI PARKS DEPT	805 COMANCHE ST
CITY OF CORPUS CHRISTI PARKS	5352 AYERS ST
CITY OF CORPUS CHRISTI PARKS	5352 AYERS ST
CITY OF CORPUS CHRISTI PARKS	5352 AYERS ST
CITY OF CORPUS CHRISTI PARKS	5352 AYERS ST
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CITY OF CORPUS CHRISTI PARKS	5352 AYERS ST

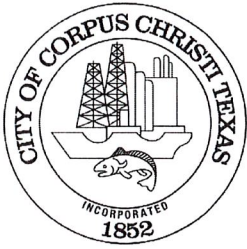
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CITY OF CORPUS CHRISTI	5352 AYERS ST
CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
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CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
City of Corpus Christi Little Miss Kickball	5352 AYERS ST
CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
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CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
City of Corpus Christi Art Community Cntr	100 N SHORELINE BLVD
City of Corpus Christi Art Community Cntr	100 N SHORELINE BLVD
CITY OF Corpus Christi Parks Dept	1002 NORTH SHORELINE
CITY OF CORPUS CHRISTI PARKS DEPT	1201 LEOPARD ST
CITY OF CORPUS CHRISTI PARKS DEPT	1201 LEOPARD ST
City of Corpus Christi Parks Dept	1400 N SHORELINE BLVD
CITY OF CORPUS CHRISTI- PARKS DEPT.	1400 N SHORELINE BLVD
CITY OF CORPUS CHRISTI PARKS DEPT	1414 MARTIN LUTHER KING DR
CITY of Corpus Christi STEVENS WATER TREATMENT PLA	14211 SAND DOLLAR AVE
CITY OF CORPUS CHRISTI- PARKS DEPT.	1601 MESQUITE

City of Corpus Christi - Water Dept. Wells	1602 WESTRIDGE BLVD
CITY OF CORPUS CHRISTI PARKS DEPT	1700 BLOCK OF KENEDY
CITY OF CORPUS CHRISTI- PARKS DEPT.	1701 CHAPARRAL & HUGHES
CITY OF CORPUS CHRISTI CONVENTION & VISITORS	1823 N CHAPARRAL ST # BL002
City of Corpus Christi Museum ***	1900 N CHAPARRAL ST # BL005
City of Corpus Christi Museum ***	1900 N CHAPARRAL ST # BL005
City of Corpus Christi Parks Dept	1901 N SHORELINE BLVD # WTR1
CITY OF CORPUS CHRISTI AUDITORIUM	1901 N SHORELINE BLVD # WTR1
CITY OF CORPUS CHRISTI AUDITORIUM	1901 N SHORELINE BLVD # WTR1
City of Corpus Christi Auditorium	1901 N SHORELINE BLVD # WTR1
Clty of Corpus Christi Auditorium	1901 N SHORELINE BLVD # WTR1
City of Corpus Christi Auditorium	1901 N SHORELINE BLVD # WTR1
City of Corpus Christi Auditorium	1901 N SHORELINE BLVD # WTR1
Clty of Corpus Christi Auditorium	1901 N SHORELINE BLVD # WTR1
CITY OF CORPUS CHRISTI ART MUSEUM	1902 N SHORELINE BLVD
City of Corpus Christi Art Museum Of So Tex	1902 N SHORELINE BLVD
CITY OF CORPUS CHRISTI- PARKS DEPT.	202 SANDBAR AVE IRR
City of Corpus Christi Fire Station #4	2133 NODDING PINES DR
CITY OF CORPUS CHRISTI-CEFE VALENZUELA LANDFILL	2397 CR 20
CITY OF CORPUS CHRISTI-CEFE VALENZUELA LANDFILL	2397 CR 20
CITY OF CORPUS CHRISTI-CEFE VALENZUELA LANDFILL	2397 CR 20
CITY OF CORPUS CHRISTI-CEFE VALENZUELA LANDFILL	2397 CR 20
CITY OF CORPUS CHRISTI-CEFE VALENZUELA LANDFILL	2397 CR 20
CITY OF CORPUS CHRISTI-CEFE VALENZUELA LANDFILL	2397 CR 20

City of Corpus Christi Oso Bay Park	2446 N OSO PKWY
City of Corpus Christi Oso Bay Park	2446 N OSO PKWY
CITY OF CORPUS CHRISTI PARKS	300 NORTH CHAPARRAL
CITY OF CORPUS CHRISTI	3102 QUAIL CREEK DR
CITY OF CORPUS CHRISTI- PARKS DEPT. Backflow Preventer	3400 SURFSIDE
City of Corpus Christi-Parks Dept Backflow Preventer	3500 SURFSIDE BLVD
CITY OF CORPUS CHRISTI- PARKS DEPT.	3826 SURFSIDE
CITY OF CORPUS CHRISTI- PARKS DEPT.	3826 SURFSIDE
CITY OF CORPUS CHRISTI PARKS DEPT	4001 US-77
CITY OF CORPUS CHRISTI- PARKS DEPT.	444 N SHORELINE BLVD
CITY OF CORPUS CHRISTI- PARKS DEPT.	444 N SHORELINE BLVD
City of Corpus Christi Little Miss Kickball	4444 KOSTORYZ RD
City of Corpus Christi Little Miss Kickball	4444 KOSTORYZ RD
CITY OF CORPUS CHRISTI PARKS	4501 GREENWOOD
CITY OF CORPUS CHRISTI	501 NILE DR
CITY OF CORPUS CHRISTI	501 NILE DR
CITY OF CORPUS CHRISTI- PARKS DEPT	5042 GREENBRIAR DR
City of Corpus Christi Regional Trans Auth	5314 MCARDLE RD
CITY OF CORPUS CHRISTI PARKS	5352 AYERS ST
CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST
CITY OF CORPUS CHRISTI PARKS DEPT	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI PARKS DEPT	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI PARKS DEPT	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI PARKS DEPT	5352 AYERS ST # BL004
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CITY OF CORPUS CHRISTI- PARKS DEPT.	5352 AYERS ST # BL004
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CITY OF CORPUS CHRISTI- PARKS DEPT.	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI PARKS	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI PARKS	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI- PARKS DEPT	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI- PARKS DEPT.	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI- PARKS DEPT.	5352 AYERS ST # BL004
CITY OF CORPUS CHRISTI- PARKS DEPT.	5352 AYERS ST # BL004
City of Corpus Christi Regional Trans Auth	5658 BEAR LN # BL002
City of Corpus Christi Regional Trans Auth	5658 BEAR LN # BL002
City of Corpus Christi Regional Trans Auth	5658 BEAR LN # BL002
City of Corpus Christi Regional Trans Auth	5658 BEAR LN # BL002
City of Corpus Christi Regional Trans Auth	5658 BEAR LN # BL002
City of Corpus Christi Regional Trans Auth	5658 BEAR LN # BL002
City of Corpus Christi Regional Trans Auth	5658 BEAR LN # BL002
CITY OF CORPUS CHRISTI- PARKS DEPT	6809 YORKTOWN BLVD # WTR1
CITY OF CORPUS CHRISTI- PARKS DEPT	6809 YORKTOWN BLVD # WTR1
City of Corpus Christi Fire Station #17	6869 YORKTOWN BLVD
CITY OF Corpus Christi Parks Dept	902 NORTH SHORELINE BOULEVARD
Frost Bank Building	2406 Leopard
Firestation #1	514 Belden Street
Firestation #10	1550 Horne Road
Firestation #11	910 Airline Road
Firestation #12	2120 Rand Morgan Road
Firestation #13	1802 Waldron Road
Firestation #14	5901 S Staples Street
Firestation #15	14202 Commodores Drive
Firestation #16	8185 State Hwy 361
Firestation #17	6869 Yorktown Blvd
Firestation #18	6226 Ayers Street
Firestation #2	13421 Leopard Street
Firestation #3	13421 Leopard Street

Firestation #4	2338 Rodd Field Road
Firestation #5	3105 Leopard Street
Firestation #6	6713 Weber Road
Firestation #7	3722 S Staples Street
Firestation #8	4645 Kostoryz Road
Firestation #9	501 Navigation Blvd.

ATTACHMENT B - BID PRICING

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

RFB No. 3958

**Backflow Prevention Testing and Repairs for Asset
Management**

PAGE 1 OF 1

Date: 12-2-2021

TD Total Backflow Services LLC., dba Total Fire and Backflow Protection Services

Bidder: Total Backflow Services Authorized Signature: *Alan Kramer* ^{DS} *AK*

TD Total Backflow Services LLC., dba Total Fire and Backflow Protection Service

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	Approx. QTY- 3 Years	Unit Price	Total Price
1	Backflow Prevention Testing and Certification *including filing fee	EA.	909	\$ 105.00	\$ 95,445
2	Plumber for Backflow Repair- Normal Hours 8:00 AM to 5:00 PM	HRS	1,200	\$ 70.00	\$ 84,000
		Estimated Spend	Mark Up (15 %)	Est. Spend * Mark up %	
3	Parts to repair backflow preventer and new backflow preventer	\$ 75,000	\$	11,250	\$ 86,250
4	Filing fee for new backflow prevention device	\$ 2,500			\$ 2,500
3 Year Total					\$ 268,195

Attachment C: Insurance and Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. 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.
- B. 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	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. 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.

II. ADDITIONAL REQUIREMENTS

- A. 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.
- B. 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.
- C. 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

- D. 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond Requirements:

No bonds are required.

2021 Insurance Requirements

Ins. Req. Exhibit 4-B

Contracts for General Services – Services Performed Onsite

03/25/2021 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

Warranty on Labor and Workmanship shall be one year.

Warranty on all materials shall be one 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.