



SERVICE AGREEMENT NO. 6798

Electrical Services at Sunrise Beach, Wesley Seale Dam, and Rincon Pump Station

THIS **Electrical Services at Sunrise Beach, Wesley Seale Dam, and Rincon Pump Station Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Scott Electric Company ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Electrical Services at Sunrise Beach, Wesley Seale Dam, and Rincon Pump Station in response to Request for Bid/Proposal No. 6798 ("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 shall provide Electrical Services at Sunrise Beach, Wesley Seale Dam, and Rincon Pump Station ("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 two 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 renew the term of this Agreement for up to three 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 at the appropriate pro rata amount, based on the amount listed in Attachment B, for the month-to-month term. 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' advance written notice to the other Party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$153,800.00, subject to approved amendments and changes. Payment will be made for Services performed and accepted by the City within 30 days of the invoice date, 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.

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, TX 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
361-826-1827
dianag@corpuschristitx.gov

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 stated on 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 their entireties.

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 employee 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, 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 Quote/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 Service and/or 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 the determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor shall perform the Services and 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 and executed by an authorized representative of each party.
- 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.** Reserved.
- 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, Contracts/Funds Administrator
Corpus Christi Water
2726 Holly Road, Corpus Christi, Texas 78415
361-826-1827
361-826-4488

IF TO CONTRACTOR:

Scott Electric Company
Attn: Tino Vasquez
Vice President
2001 N. Port Ave., Corpus Christi, TX 78401
361-884-6326
361-884-9612

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 THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, 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.

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 goods purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such goods and prior to receipt of the final payment by the City.

20. Limitation of Liability. Each party's maximum liability under this Agreement is limited to the total amount of compensation shown listed in Section 3 of this

Agreement. In no event shall either party 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 law.
- 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 forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott

energy companies and will not boycott energy companies during the term of this Agreement.

- 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)

Scott Electric Company

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Rachel Erben Date
Assistant Director – Contracts & Procurement

Reviewed by:

Purchasing Manager Date

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 6798
- Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements/Background Information

- A. The Contractor shall provide electrical services at Sunrise Beach, Wesley Seale Dam, and Rincon Pump Station on an as-needed basis as per the Scope of Work.
- B. The Contractor shall maintain enough responsible, trained, licensed personnel to provide the services.
- C. Work will be performed by the journeyman Electrician and Apprentice if needed. The Contractor shall include a master electrician in the work required to pull permits for construction and installation, to oversee apprentices and journeymen as per project requirements or approved by the Contract Administrator.
- D. The Contractor shall provide labor, supervision, tools, equipment, and transportation necessary to perform the services.
- E. All work performed must be accomplished in a manner that meets all applicable original equipment specifications, trade standards and provisions, federal, state, local codes and regulations.

1.2 Scope of Work

A. General

- 1. The Contractor shall be able to perform specified services for normal hours of operation (8:00 am to 5:00 pm), after-hours, weekends, and holidays on an as-needed basis.
- 2. The Contractor shall receive work order requests and return phone requests within 30 minutes of the Contractor placing a call.
- 3. The Contractor shall be on site within two hours or within an agreeable time from determined by the City and the Contractor of receipt of work order requests.
- 4. The Contractor shall contact the electrical provider when it is necessary to turn off incoming power while work is being performed. When the job is completed, the Contractor shall also restore the power.
- 5. The Contractor shall repair the electrical deficiencies within 24 hours of arrival on site or have communication with the City's Contract Administrator of any conditions that may delay work being completed within 24 hours.
- 6. The Contractor shall have a sufficient number of licensed electrical technicians registered with the State of Texas in accordance with Texas

- Department of Licensing and Regulations (TDLR) and be clean of TDLR violations three years prior to solicitation date.
7. Any personnel assigned to the service agreement shall meet all applicable certification requirements of any regulatory agency having jurisdiction.
 8. The Contractor shall ensure that all personnel are continuously trained to meet the latest electrical technology and industry standards.
 9. The Contractor shall be responsible for assuring the safety of its employees, City employees, and the general public during performance of all services under this agreement.
 10. The Contractor shall assure that all crews are fully and properly equipped to perform services promptly and safely without delay.
 11. All personnel assigned to the service agreement shall wear proper working attire, including safety equipment and any company-issued photo identification, if issued by the Contractor. All personnel shall be neatly dressed in shirts, safety shoes, and long pants. Shorts, tank tops, or torn clothing are unacceptable. Clothing worn must be suitable for electrical work in accordance with NFPA 70E requirements.
 12. The Contractor shall furnish all necessary management, supervision, labor, equipment, materials, transportation, and supplies required to repair, alter electrical systems. All work performed and services provided must be accomplished in a manner that meets all applicable original equipment specifications, trade standards, and provisions, and federal, state and local codes and regulations.
 13. The Contractor shall dispose of all worn, defective parts, oils, and solvents in accordance with all applicable laws, rules, and regulations to ensure the highest level of safety to the environment and public health.
 14. All materials used must be factory new, unused, and free of defects in materials and workmanship.
 15. The Contractor shall be responsible for making repairs to or replacing any material or equipment damaged during the completion of work or as a result of action or inaction by the Contractor's staff.
 16. The City retains the right to retain ownership of any or all electrical equipment purchased under this agreement at the City's sole discretion.
 17. The Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise specified by the City's Contract Administrator or designee.
 18. The Contractor must clean the work site of debris or hazards at the end of every work day.

19. Upon completion of any and all repairs, the Contractor shall report back to the City's Contract Administrator.
 20. All repairs shall be completely documented by the Contractor. A copy of each work order or repair slip will be left with personnel at the location site to be forwarded to the City's Contract Administrator. The work order or repair slip shall contain the following information:
 - a. Site location
 - b. Details of what work was performed
 - c. Name and number of any parts that require replacement
 21. If any item of the equipment covered under this service agreement is deemed non-repairable, the Contractor shall immediately notify the City's Contract Administrator.
 22. If repairs are deemed major, defined as exceeding \$1,000.00, the Contractor shall provide a cost estimate to include all labor, parts, and costs associated with replacing or repairing the requested items, utilizing the pricing provided in the agreement.
 23. The Contractor shall take care to limit the interference with the day-to-day operations of the building occupants. Precautions should be taken at all times to protect pedestrians and building occupants during the work performance.
- B. The Contractor shall perform the following electrical services on an as-needed basis, including but not limited to:
1. Assemble, install, test, and maintain electrical or electronic wiring, equipment, appliances, apparatus, and fixtures.
 2. Diagnose malfunctioning systems, apparatus, and components, using test equipment and hand tools, to locate the cause of a breakdown and correct the problem.
 3. Repair of data and telephone cabling.
 4. Connect wires to circuit breakers, transformers, or other components.
 5. Inspect electrical systems, equipment, and components to identify hazards, defects, and the need for adjustments or repairs, and to ensure compliance with codes.
 6. Advise management of whether the continued operation of the equipment count is hazardous.
 7. Test electrical systems and circuit continuity in electrical wiring, equipment, and fixtures using testing devices such as ohmmeters, voltmeters, and oscilloscopes to ensure compatibility and safety of the system.
 8. Plan the layout and installation of electrical wiring, equipment, and fixtures based on job specifications and local codes.

9. Prepare sketches or follow blueprints to determine the location of wiring and equipment and to ensure conformance to building and safety codes.
10. Use of a variety of tools and equipment such as power construction equipment, measuring devices, power tools, and testing equipment, including oscilloscopes, ammeters, and test lamps.
11. Install ground leads and connect power cables to equipment, such as motors.
12. Repair or replace wiring, equipment, and fixtures, using hand and power tools.
13. Work from ladders, scaffolds, and roofs to install, maintain, or repair electrical wiring, equipment, and fixtures.
14. Place conduit (pipes or tubing) inside designated partitions, walls, or other concealed areas, and pull insulated wires or cables through the conduit to complete circuits between boxes.
15. Construct and fabricate parts, using hand tools and specifications.
16. Fasten small metal or plastic boxes to walls to house electrical switches or outlets.
17. Perform physically demanding tasks, such as digging trenches to lay conduit and moving and lifting heavy objects.
18. Provide assistance during emergencies by operating floodlights and generators, placing flares, and driving needed vehicles.

1.3 Work Site and Conditions

The work must be performed at the following locations:

Wesley Seale Dam	299 County Road 365	Sandia, Texas 78383
Sunrise Beach	22825 Park Road 25	Mathis, Texas 78368
Rincon Pump Station	2340 Private Road 1929	Odem, Texas 78370

1.4 Contractor Quality Control and Superintendence

- A. Any personnel assigned to the service agreement shall meet all applicable certification requirements of any regulatory agency having jurisdiction. The Contractor shall ensure that all personnel are continuously trained to meet the latest electrical technology and industry standards.
- B. The Contractor shall 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 try to minimize any interference to the building occupants with the day-to-day operations. The Contractor shall ensure the safety of its employees, City employees, and the public during performance of all services under this agreement.

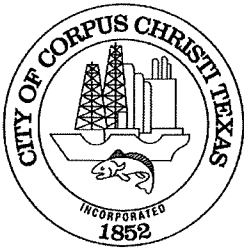
- C. The Contractor shall protect from damage all existing improvements or utilities at or near the site of the work and shall repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damages promptly, the City's Contract Administrator may have the necessary work performed and charge the cost thereof to the Contractor.
- D. The Contractor shall not store worn or defective parts on City premises at the end of the work day, unless otherwise approved by the City's Contract Administrator.

1.5 Special Instructions

- A. Upon completion of each job, the Contractor shall conduct a careful inspection with the department personnel and correct all defective work to the satisfaction of the City's Contract Administrator.
- B. The Contractor shall remove all scrap, litter, and debris resulting from operations specified herein and leave work and premises in clean and satisfactory conditions.
- C. The Contractor shall submit an itemized invoice for payment to include the following:
 - 1. Service Agreement number and Purchase Order number
 - 2. Name and address of service location
 - 3. Description of service work
 - 4. Itemized list of parts repaired/replaced

1.6 Warranty

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



ATTACHMENT B: QUOTE /BID/PRICING SCHEDULE

CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 6798

**Electrical Services for Sunrise Beach, Wesley Seale Dam,
and Rincon Pump Station**

PAGE 1 OF 2

Date: 10-15-25

Bidder: Scott Electric Company

Authorized
Signature:

Tino Vasquez

- 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 the 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 the 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	2-year Qty	Unit Price	Total Price
1	Master Electrician, 8:00 am to 5:00 pm (Monday-Friday)	HRS	200	\$75.00	\$15,000.00
2	Journeyman Electrician, 8:00 am to 5:00 pm (Monday-Friday)	HRS	300	\$72.00	\$21,600.00
3	Apprentice, 8:00 am to 5:00 pm (Monday-Friday)	HRS	250	\$50.00	\$12,500
4	Master Electrician, 5:01 pm – 7:59 am (Monday-Friday), weekends, holidays	HRS	100	\$112.50	\$11,250.00
5	Journeyman Electrician, 5:01 pm – 7:59 am (Monday-Friday), weekends, holidays	HRS	150	\$108.00	\$16,200.00
6	Apprentice, 5:01 pm – 7:59 am (Monday-Friday), weekends, holidays	HRS	150	\$75.00	\$11,250.00
7	Parts/Materials				\$50,000.00

8	Freight Allowance for Parts/Materials		\$12,000.00
9	Allowance for Permits		\$4,000.00
Total			\$153,800.00

ATTACHMENT C: INSURNANCE OR 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	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.

2025 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

01/01/2025 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

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

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