

SERVICE AGREEMENT NO. 4669

Fire Alarm and Fire Suppression Services

THIS **Fire Alarm and Fire Suppression Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and McMahan Services, Ltd ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Fire Alarm and Fire Suppression Services in response to Request for Bid/Proposal No. 4669 ("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 Fire Alarm and Fire Suppression Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. Term.

(A) The Term of this Agreement is three years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

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

3. Compensation and Payment. This Agreement is for an amount not to exceed \$420,550.00, subject to approved extensions and changes. Payment will be made

for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

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

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

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

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

IF TO CITY:

City of Corpus Christi
Attn: Rebecca Serna
Project Manager
Address: 1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3388
Fax: n/a

IF TO CONTRACTOR:

McMahan Services, Ltd.
Attn: Michael A. Villarreal
Regional Manager
6610 Leopard St., Corpus Christi, TX 78409
Phone: 361-299-5754

Fax: n/a

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

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

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

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

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

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

CONTRACTOR

DocuSigned by:
Signature: Michael Villarreal
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Printed Name: Michael Villarreal
Title: District Manager
Date: 5/9/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - Procurement
Date: _____

- Attached and Incorporated by Reference:**
Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

- Incorporated by Reference Only:**
Exhibit 1: RFB/RFP No. 4669
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide contract services for the Fire Alarm and Fire Suppression Monitoring, Repair, Modifications, Replacement, and Inspections. Contractor shall have enough responsible, trained personnel qualified to provide the required services.

1.2 Scope of Work

- A. The Contractor shall provide all supervision, labor, transportation, tools, materials, and equipment necessary for the completion of services. All services must be performed in accordance with federal, state, local building codes and OSHA safety requirements, including but not limited to IBC 2015, IPC 2015. The Contractor shall perform all work according to the best practices and standards of the trade and in accordance with the local, state, and federal codes. All work shall be completed to the satisfaction of the City of Corpus Christi.
- B. Fire Alarm System Maintenance, Modification, Replacement and Inspection
1. The Contractor shall provide 24-hour service, parts and labor on all system components, on an as needed basis.
 2. The Contractor shall conduct annual fire alarm inspections consisting of cleaning and adjusting of all system components, relay operations and all interlocks, i.e., elevators, air handlers, audible testing, and communication to central station verification. The Contractor must have the authority to short arm a radio box, if necessary, to perform any inspections, modifications, testing and maintenance. Testing at City Hall shall be conducted on weekdays after 5:00pm. For all other City locations, testing may be conducted during normal business hours.
 3. All maintenance, modifications, replacements, and inspections must be approved or requested by the Electrical Superintendent or Asset Management designee.
 4. Annual tests shall be performed so that all initiating devices are tested at least once in a calendar year. The Contractor shall provide a proposed schedule for annual testing to the City at a minimum of two weeks (10 working days) before the actual inspections occur. The Contractor shall have enough trained technicians so that annual inspections are completed on time as scheduled.

5. All fire alarm system testing, modifications, and maintenance service shall be accomplished as required by NFPA (National Fire Protection Association) Code, manufacturer recommendations and any state or local fire codes.
6. Any fire alarm equipment found to be defective from these inspections must be repaired within a reasonable time frame as appointed by the Electrical Superintendent.
7. Contractor shall repair or replace any defective components to maintain the systems in proper operating condition, including defective components in the main fire panel and all batteries.
8. Prior to repairing or replacing defective peripheral units, such as smoke detectors, heat detectors, pull stations, and light/horn units; Contractor shall provide detailed estimate and obtain approval from Asset Management Department contact.

C. Fire Alarm Monitoring Services

1. The Contractor shall provide monitoring services as required for all City of Corpus Christi fire alarms and alarm systems for boilers, generators, and low/high temperature alarms listed under the Locations section of this agreement.
2. Building Fire Alarm notification must be sent to the building point of contact. A separate list of contacts will be provided after execution of this agreement.
3. Alarm notification for boilers, generators and temperatures must be sent to Electrical and HVAC Superintendents. Contact information will be provided after execution of this agreement.
4. Monitoring service shall include 24 hour dialer signals to each location.
5. The Contractor shall provide 24 hour monitoring and dispatching services from an approved central station. The central station must be capable of monitoring and providing radio or cellular backup.
6. The central station monitoring services shall comply with all current local and national codes, including but not limited to the U.L. Standards for Central Stations and the National Fire Protection Association (NFPA) Fire Alarm and Signaling Code.

7. The central station must be capable of calling several City of Corpus Christi contact personnel when alarms occur. Failure to comply with this requirement will be grounds for default.
 8. The central station shall compile and retain an accurate list of call-back employees for each location. Electrical Superintendent must be contacted to place accounts on "test" or "remove test" status from accounts.
 9. The central station shall provide e-notifications to the City of Corpus Christi of any alarms including date, time, zone, etc.
 10. Upon request, the Contractor shall research issues as they arise related to the communication of an alarm event and, if necessary, shall meet with an Asset Management employee either in person or via telephone conference call regarding corrective actions and trouble resolution upon request.
 11. The City of Corpus Christi shall be responsible to provide lockout codes for system dialers or new alarm panels as required. The Contractor shall not be authorized to program new dialers with lockout codes without prior approval from the Electrical Superintendent.
 12. The Contractor shall program the communications equipment to ensure that various digital signals are transmitted and received properly at the central station.
- C. Fire Suppression Modification, Replacement, Inspection and Repair
1. All modifications, replacements, inspections, and repairs must be approved or scheduled by the Electrical Superintendent or Asset Management designee.
 2. The Contractor shall furnish labor, supervision, parts, supplies, materials, tools, equipment and transportation necessary to modify, inspect, certify or repair existing fire suppression systems for all locations. Work to be performed under this contract will include, but is not limited to, the following:
 - a. The Contractor shall provide fire sprinkler inspection, testing and maintenance service on an annual basis at the locations listed in the scope of work. The Contractor shall properly inspect and test at

the required times the property systems to keep the equipment operable.

- b. The Contractor shall provide the following services including by not limited to hood systems, ANSU/Halon,1301/cleaning agent, Dual Pre-Action systems, control valves, check valves, backflow preventer, pressure regulating valves, system riser check valves, dry pipe valves, sprinkler heads, piping, electrical connections, and sprinkler fire pumps.
- c. The Contractor shall perform inspection, testing and maintenance at the locations listed on the list below. Including Internal Inspections as needed.
- d. Internal Inspections are required by National Fire Protection Association (NFPA) every five years to help assess the fire protection systems ability to respond to fire incidents. Request for inspection will come directly from Electrical Superintendent if needed at site.
- e. The Contractor shall perform services to all the fire suppression systems components as per the NFPA, federal and state laws, rules and regulations.
- f. The Contractor must provide a checklist for the above-mentioned inspections.
- g. The Contractor shall inspect and diagnose prior to repairing or replacing associated components. The Contractor must provide a detailed estimate and obtain approval from the Electrical Superintendent prior to conducting repairs.

1.3 Work Site and Conditions

- A. The City may add or remove locations from the list at their own discretion.
- B. Contractor shall perform Fire Alarm and Suppression services to the following locations including, but not limited to:

| Name | Address | Area (SF) | City | Zip | FIRE ALARM | SPRINKLER SYSTEM | FIRE DEPT. HOSE CABINETS | STAND PIPES | ANSUL SYSTEMS | HALON 1301 OR SIMILAR SYSTEMS |
|-------------------------------------|---------------------|-----------|------|-------|------------|------------------|--------------------------|-------------|---------------|-------------------------------|
| City Hall | 1201 Leopard Street | 236,375 | CC | 78408 | yes | yes | yes | yes | no | no |
| Development Services- includes FDHQ | 2406 Leopard Street | 20,000 | CC | 78405 | yes | no | yes | yes | yes | no |

| | | | | | | | | | | |
|--|-------------------------|--------|----|-------|-----|-----|-----|-----|----|-----|
| Fire Station #05 | 3105 Leopard Street | 5,981 | CC | 78414 | yes | yes | no | no | no | no |
| Fire Station #17 | 6869 Yorktown Blvd | 4,970 | CC | 78414 | yes | yes | no | no | no | no |
| Fire Station #18 | 6226 Ayers St | 5,910 | CC | 78415 | yes | yes | no | no | no | no |
| Fire - Warehouse and Auto Shop | 1501 Holly Road | 3,820 | CC | 78417 | yes | no | no | no | no | no |
| Gas Dept | 4225 S Port | 15,504 | CC | 78401 | yes | no | no | no | no | no |
| Health Department - Administration Building | 1702 Horne Road | 46,876 | CC | 78416 | yes | no | no | no | no | no |
| Health Department - WIC Clinic | 1702 Horne Road | 6,681 | CC | 78416 | yes | no | no | no | no | no |
| Police Department HQ | 321 John Sartain Street | 78,290 | CC | 78401 | Yes | Yes | Yes | Yes | no | Yes |
| Police Building 19 | 5352 Ayers Street | 2,880 | CC | 78415 | yes | no | no | no | no | no |
| Flour Bluff Bravo Substation | 1456 Waldron Road | 5,211 | CC | 78401 | yes | no | no | no | no | no |
| Charlie Substation and Warehouse | 1501 Holly Road | 22,977 | CC | 78417 | yes | no | no | no | no | no |
| Evidence Storage | 1502 Brownlee | 8,565 | CC | 78404 | yes | no | no | no | no | no |
| Wastewater Treatment Plant - Broadway (Maintenance Storage Building) | 1402 Broadway (West) | 400 | CC | 78402 | yes | yes | no | no | no | no |
| Wastewater Treatment Plant - Broadway (Paint Storage Building) | 1402 Broadway (West) | 200 | CC | 78410 | yes | yes | no | no | no | no |
| Administration Building | 1402 Broadway (West) | 5,500 | CC | 78402 | yes | no | no | no | no | no |
| Conference & Electrical Control Building | 1402 Broadway (West) | 4,500 | CC | 78402 | yes | no | no | no | no | no |

| | | | | | | | | | | |
|----------------------------------|--------------------|--------|----|-------|-----|----|----|----|----|----|
| Water - Utilities Building | 2726 Holly Road | 15,480 | CC | 78415 | yes | no | no | no | no | no |
|----------------------------------|--------------------|--------|----|-------|-----|----|----|----|----|----|

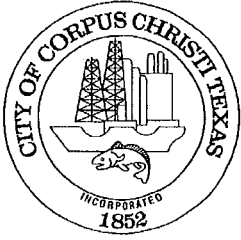
1.4 Additional Information

- A. Normal working hours are 8:00am to 5:00pm Monday through Friday.
- B. Other hours shall be considered overtime, holidays, and weekends. The Contractor may need to conduct testing of equipment after hours.
- C. The City shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure by the Contractor to proceed promptly with the necessary corrections, the City may withhold any monetary amount necessary to correct all defective work or damages from payments to the Contractor.
- D. The Contractor's staff shall consist of qualified technicians who are completely familiar with the products and equipment they shall use.
- E. The Contractor and its staff shall perform all work in such a manner as not to inconvenience building occupants. The Contractor shall determine the City's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- F. Once the Contractor identifies the necessary repairs and/or replacements of parts, the Contractor shall provide a "notto exceed estimate" inclusive of labor and parts/material cost to Asset Management for approval. Any written quotes shall be at no cost to the City.
- G. The Contractor shall perform routine service calls during normal working hours, 8:00am to 5:00pm, unless otherwise instructed by Asset Management.
- H. The Contractor shall be on site within two hours or within an agreeable time frame determined by Asset Management.
- I. Emergency service calls are defined as an event which requires immediate action to prevent a hazard to life, health, safety, and property. The Contractor shall be on site within an agreeable time frame determined by Asset Management Superintendent or designee.

- J. The Contractor shall secure and pay for all permits, fees, inspections, and licenses necessary for the execution of work.
- K. The Contractor shall guarantee all materials and installation under normal use to be free from defects or poor workmanship for a period of one year from the date of service.
- L. The Contractor must provide a copy of submittals to be reviewed by the Electrical Superintendent.

1.5 Invoicing

- A. The Contractor shall submit invoices for services to Accounts Payable. Invoices must include:
 - 1. Work Description
 - 2. Purchase Order Number (PO)
 - 3. Service Agreement Number
 - 4. Location and Date of Service
 - 5. Labor Hours
- B. Copies of invoices shall be sent to Contract Administrator and Facilitymaintenanceinvoicing@cctexas.com for approval. Approval for payment will be authorized by the Contract Administrator or Electrical Superintendent.



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 4669
Fire Alarm and Fire Suppression Services

PAGE 1 OF 2

Date: 4/20/2023

Bidder: McMahan Services Authorized Signature: Michael A. Villarreal

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

| Item | Description | UNIT | QTY | Unit Price | Total Price |
|---|---|------|------|------------|----------------------------------|
| Fire Alarm and Fire Suppression Modification, Replacement and Repair | | | | | |
| 1 | Licensed Technician Normal Hours M-F 8:00am-5:00pm | HR | 1500 | \$145.00 | \$217500.00 |
| 2 | Licensed Technician After Hours M-F 5:01pm-7:59am, Sat., Sun., Holidays all day | HR | 500 | \$217.50 | \$108750.00 |
| Inspections | | | | | |
| 3 | City Hall | YR | 3 | \$3700.00 | \$8300.00 \$11,100.00 |
| 4 | Development Services-Includes Fire Department Headquarters | YR | 3 | \$800.00 | \$2400.00 |
| 5 | Fire Station #5 | YR | 3 | \$450.00 | \$1350.00 |
| 6 | Fire Station #17 | YR | 3 | \$450.00 | \$1350.00 |
| 7 | Fire Station #18 | YR | 3 | \$450.00 | \$1350.00 |
| 8 | Fire Warehouse and Auto Shop | YR | 3 | \$200.00 | \$600.00 |
| 9 | Gas Dept. | YR | 3 | \$200.00 | \$600.00 |
| 10 | Health Department-Administration Building | YR | 3 | \$400.00 | \$1200.00 |

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| | | | | | |
|--------------|---|----|----|------------------------|---------------------------|
| 11 | Health Department-WIC Clinic | YR | 3 | \$200.00 | \$600.00 |
| 12 | Police Department Headquarters | YR | 3 | \$2450.00 | \$7350.00 |
| 13 | Police Building #19 | YR | 3 | \$200.00 | \$600.00 |
| 14 | Flour Bluff Bravo Substation | YR | 3 | \$200.00 | \$600.00 |
| 15 | Charlie Substation and Warehouse | YR | 3 | \$200.00 | \$600.00 |
| 16 | Police Department Evidense Storage | YR | 3 | \$200.00 | \$600.00 |
| 17 | WWTP-Broadway-Maint. Storage Building | YR | 3 | \$700.00 | \$2100.00 |
| 18 | WWTP-Broadway-Paint storage building | YR | 3 | \$700.00 | \$2100.00 |
| 19 | WWTP-Broadway-Administration Building | YR | 3 | \$200.00 | \$600.00 |
| 20 | WWTP Conference and Electrical Control building | YR | 3 | \$200.00 | \$600.00 |
| 21 | Water Utilities Building | YR | 3 | \$200.00 | \$600.00 |
| 22 | Aditonal Inspections as needed | EA | 20 | \$200.00 | \$4000.00 |
| | | | | Estimated Spend | Markup% |
| 23 | Parts/Material | | | \$45,000.00 | 20% |
| | | | | \$56,250.00 | \$54,000.00 |
| Total | | | | | \$420,000.00 \$420,550.00 |

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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 |
|---|---------------------------------|
| 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 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.

E. 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.

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.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

No bond is required for this service agreement.

Attachment D: Warranty Requirements

No warranty is required for this service agreement.