

SERVICE AGREEMENT NO. 4583

Portable Building for Engineering

THIS **Portable Building for Engineering Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Sustainable Modular Management ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Portable Building for Engineering in response to Request for Bid/Proposal No. 4583 ("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 Portable Building for Engineering ("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.** This Agreement is for six months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$225,530.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. 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 will 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: David Thornburg
Department: Engineering Services
Phone: 361-826-4036
Email: Davidth@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 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: David Thornburg
Title: Construction Manager
Address: 4917 Holly Road Bldg 5, Corpus Christi, TX 78411
Phone: 361-826-4036
Fax: 361-826-1901

IF TO CONTRACTOR:

Sustainable Modular Management
Attn: Brian Schaefer
Title: CSO
Address: 2500 Legacy Drive, Suite 100, Frisco, TX 75034
Phone: 972-619-7300
Fax: 972-619-7333

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 Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator 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 Manager may terminate this Agreement immediately thereafter.

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

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

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

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

CONTRACTOR

Signature: 

Printed Name: Luke Mackie

Title: SUP

Date: 05/10/23

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - Procurement

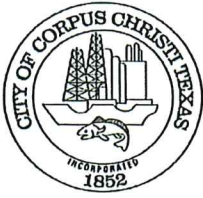
Date: _____

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. 4583
Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

Project address: 4917 Holly Rd, Corpus Christi, TX 78415

Scope of Work:

The Vendor shall supply, deliver, and install a double wide building to be used as office space. The building must be set up to meet windstorm requirements. Building specifications and floor plan is attached.

Vendor will set up delivery and installation with Maria Godina, 361-826-3834

BUILDING SPECIFICATIONS**QUOTE :**

CONTACT: David Thornburg
CLIENT: City of Corpus
ADDRESS: Christi
CITY/STATE:
BLDG. MODEL:
MODULE WIDTH = 12
MODULE LENGTH = 70
NO. OF MODULES = 2

DATE: 1/19/2023
PROJECT: OFFICE
STATE: TX
CODE: 2015 IBC
STATE LABEL: TX
FLOOR LOAD: 50 LB
ROOF LOAD: 20 LB
WIND LOAD: 130 MPH

2017 NATIONAL . ELECTRIC CODE
 2015 INTERNATIONAL BUILDING CODE
 2015 INTERNATIONAL MECHANICAL CODE
 2015 INTERNATIONAL PLUMBING CODE
 2015 INTERNATIONAL ENERGY CONSERVATION COIE
 2012 TEXAS ACCESSIBILITY STANDARDS

8) INTERIOR WALL HEIGHT
 10) APPROX. EXTERIOR WALL HEIGHT

FRAME:

5) OUTRIGGER	OUTRIGGER TYPE W/CROSSMEMBERS & OUTRIGGERS @ 48" O.C.
5) HITCH	DEMOUNTABLE HITCH
2) AXLES	NEW 6000# BRAKE AXLE PER MODULE
2) AXLES	NEW 6000# IDLER AXLE PER MODULE
40) TIRES	NEW 8x14.5, 10 PLY RATED

FLOOR:

4900) BOTTOM BOARD	WOVEN PLASTIC TYPE OR EQUAL
273) JOIST	SINGLE 2X6, 16" O.C., #2 SYP OR EQUAL
117) RIM JOIST	SINGLE 2X6, #2 SYP OR EQUAL
4900) DECKING	SINGLE 23/32" T&G STURD-I-FLOOR PLYWOOD
4900) SF INSULATION	R-19 UNFACED FIBERGLASS
200) SF COVERING	AZROCK 1/8" 12"x12" BLOCK TILE
	COLOR:
4700) SF COVER	20 OZ. COMMERCIAL CARPET FACTORY INSTALLED
	COLOR:
1100) L.F. BASE	4" VINYL COVE BASE
	COLOR:

EXTERIOR WALLS:

280) STUDS	2X4 16" O.C., FULL HEIGHT
560) TOP PLATE	DOUBLE 2X4 #2 SYP OR EQUAL
280) BOTTOM PLATE	SINGLE 2X4 #2 SYP OR EQUAL
2800) INSULATION	R-13 KRAFT BACKED FIBERGLASS
2240) INT. COVERING	1/2" VINYL COVERED GYPSUM BOARD
	CHOICE FROM STANDARD COLORS
	COLOR:
2800) EXT. COVERING	3/8" L.P. SMART PANEL 8" VERTICAL
	COLOR:
1445) EXT. TRIM	7/16"x4" TRIM
	COLOR:
2800) HOUSE WRAP	HOUSE WRAP UNDER EXTERIOR SIDING
	FROM BOTTOM OF JOIST TO ROOF EDGE

INTERIOR WALLS:

429) LF WALLS	OVERALL LENGTH
325) STUDS	2X4, 8" #2 SYP OR EQUAL
858) TOP PLATE	DOUBLE 2X4 #2 SYP OR EQUAL
429) BOTTOM PLATE	SINGLE 2X4 #2 SYP OR EQUAL
3432) SF INSULATION	R-11 UNFACED FIBERGLASS
6864) SF COVERING	1/2" VINYL COVERED GYPSUM BOARD
	CHOICE FROM STANDARD COLORS
	COLOR:
352) SF WAINSCOT	F.R.P. PANELS, 4' HIGH IN RESTROOMS

ROOF:

DESIGN	TRANSVERSE RIDGE (SLOPE TO ENDS)
331 RAFTERS	2X6, # 2 SYP OR EQUAL
4900 SF CEILING	2' x 4' T-GRID AT 7'10" (NOMINAL) A.F.F. FACTORY
4900 NETTING	BLACK NETTING TO SUPPORT INSULATION
4900 INSULATION	R-30 UNFACED FIBERGLASS
4900 ROOF SHEATHING	7/16" MULEHIDE FR DECK
560 LF MATE BEAM	ENGINEERED LAMINATED WOOD MATEBEAM
2 COLUMNS	OPEN AREA MATELINE SUPPORT COLUMN
4900 SF ROOFING	BLACK, 45 MIL EPDM MEMBRANE

WINDOWS:

1348"X30"	BRONZE FRAME VS CLEAR DOUBLE INSL GLASS
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BLINDS:

13 MINI BLINDS	1" ALUMINUM MINI-BLINDS
	COLOR:

EXTERIOR DOORS:

13'0"X6'8"	STEEL IN EXTRUDED ALUMINUM FRAME WITH 10X10 VIEW LITE
13'0"X6'8"	STEEL IN EXTRUDED ALUMINUM FRAME WITH 15 LITE KIT
2 LEVER LOCK	EXTERIOR PASSAGE LEVER
2 DEAD BOLT	DEAD BOLT WITH THUMB LATCH
2 LATCH GUARD	STEEL GUARD ON EXTERIOR DOOR LOCK
2 CLOSER	ADA COMMERCIAL GRADE HYDRAULIC CLOSER

INTERIOR DOORS:

143'0"X6'8"	PREFINISHED TIMELY H.C., IN STEEL JAMB
13'0"X6'8"	PREFINISHED TIMELY H.C., IN STEEL JAMB
14 LEVER	COMMERCIAL GRADE 2 PASSAGE LEVER W/ ASTRAGAL AND FLUSH BOLTS
2 LEVER	COMMERCIAL GRADE 2 PRIVACY LEVER

ELECTRICAL:

SERVICE	120/240 VOLT 60Hz SINGLE PHASE
RACEWAY	EMT W/ FLEXIBLE CONDUIT
4 PANEL BOX	100 AMP SINGLE PHASE NEMA 3 WITH MAIN BREAKER
1 PANEL BOX	125 AMP SINGLE PHASE NEMA 3 WITH MAIN BREAKER
4 LIGHTS	2 TUBE, 4' FLUORESCENT TROFFER T-8
33 LIGHTS	4 TUBE, 4' FLUORESCENT TROFFER T-8
1 LIGHTS	INCANDESCENT PAN LIGHT 6IN
3 LIGHTS	PORCH LIGHT - WALL MOUNTED, WITH PHOTOCELL
3 LIGHTS	DUAL HEAD EMERGENCY FLOOD LIGHT
	WITH BATTERY BACKUP
1 EXIT SIGN	LIGHTED EXIT SIGN WITH BATTERY PACK
3 EXIT SIGN COMBO	LIGHTED EXIT SIGN WITH DUAL HEAD EMERGENCY
	FLOOD LIGHT AND BATTERY BACKUP
53 RECEPTACLE	120V, 15 AMP, DUPLEX RECEPTACLE
20 RECEPTACLE	120V, 15 AMP, QUADPLEX FLOOR RECEPTACLE
4 RECEPTACLE	120V, 15 AMP, GFCI RECEPTACLE
2 RECEPTACLE	120V, 20 AMP, EXTERIOR MOUNTED GFCI
	RECEPTACLE WITH WEATHER KIT
22 SWITCH	15A SINGLE POLE SWITCH
4 SWITCH	15A 3-WAY SWITCH
23 J-BOX	EMPTY 2X4 BOX WITH STUB OUT ABOVE T-GRID
20 J-BOX	EMPTY 2X4 BOX WITH STUB BELOW FLOOR
ELECTRICAL DEVICES	COLOR: WHITE

PLUMBING:

	SUPPLY LINES	CPVC
	WASTE LINES	PVC
2	WATER HEATER	POINT OF USE INSTA-HOT
1	WATER HEATER	10 GAL ELECTRIC WITH SWITCH
2	WATER CLOSET	ELONGATED BOWL TANK TYPE TOILET
2	WATER CLOSET	HANDICAP HEIGHT, TANK TYPE TOILET
2	LAVATORY	WALL HUNG LAVATORY WITH FAUCETS
1	SINK	15" STAINLESS STEEL BAR SINK WITH ADA
		4" CENTER-SET GOOSENECK FAUCET
2	GRAB BAR	PAIR, ONE 36" AND ONE 42"
2	STALL	TOILET PARTITION 60" (STEEL)
2	STALL	TOILET PARTITION H.C. (STEEL)
2	MIRROR	STANDARD 18"X30" WALL MOUNTED WITH CLIPS
4	TP HOLDER	WALL MOUNTED TISSUE DISPENSER

HEATING & AIR CONDITIONING:

5	HEAT/AIR	3-1/2 TON WITH 10 KW HEAT, WALL MOUNT
5	THERMOSTAT	PROGRAMMABLE THERMOSTAT
2	FAN	180 CFM VENT FAN
300	HVAC SUPPLY DUCT	FIBERGLASS SUPPLY DUCT
300	HVAC RETURN DUCT	FIBERGLASS RETURN DUCT
32	SUPPLY REGISTER	24"x24" PERFORATED FACE T-GRID SUPPLY
30	RETURN AIR GRILL	24"x24" PERFORATED FACE T-GRID RETURN
70	LF PLENUM	FALSE WALL FOR HVAC RETURN AIR

ACCESSORIES:**FURNITURE:**

		CUBICLES PROVIDED AT SITE BY OTHERS
8	L.F. BASE CAB.	PRE-FINISHED WOOD BASE CABINET WITH
		HPL PLASTIC TOP & BACKSPLASH
		HPL COLOR:
8	L.F. WALL CAB.	PRE-FINISHED WOOD WALL CABINET

TRIM:

PREFINISHED WOOD TRIM AROUND DOORS & WINDOWS



PROPOSAL

PURCHASE PRICING SCHEDULE:

ITEM* (ea.)	QTY	TOTAL*
24'x68' Modular Office Building:	1	\$169,208
Installation (Assume Final Utility & Power Connections within 5'):	1	\$46,764
Delivery:	1	\$9,558
Total:	1	\$225,530

***PRICE EXCLUDES MAIN DISTRIBUTION PANEL (MDP), TAXES, PAYMENT, AND PERFORMANCE BONDS.**

SMM is pleased to be providing this proposal and the opportunity to work together in the future.

Sincerely,

Ben Foster

Ben Foster
Regional Sales Manager
Sustainable Modular Management, Inc.
Office: (972) 619-7303

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.

BOND REQUIREMENTS:

No bonds are required for this agreement.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.



Modular Building Warranty

General Warranty Information

Sustainable Modular Management, Inc. (SMM) buildings are warranted for one year, after completion of the project, for defective materials and/or workmanship. SMM will be the warranty coordinator for all warranty work. Contact telephone numbers are included herein for warranty claims as or if they arise.

Warranty Claims can be made by phone, however, it is recommended that the customer's representative send an email or fax to confirm each claim. Warranty Claims are to include a date, time, a call-back contact name and number, description of the problem, an indication whether the problem is Urgent (Type 1) affecting building environment such as HVAC issues, Critical (Type 2a) where property could be damaged due to roof or plumbing leaks or Standard (Type 2b) for all other standard claims (see attached Warranty Claim Form).

Once SMM receives the Warranty Claim call, SMM will dispatch appropriate personnel to perform the service work in an expeditious manner. Emergencies will be addressed as soon as possible and non-emergency repairs will begin as soon as parts and personnel can arrive at the building to correct the problem efficiently.

This Warranty Book provides information concerning the Warranty of the Modular Building provided by Sustainable Modular Management, Inc.