

## SERVICE AGREEMENT NO. 927

### Scale Replacement at JC Elliott Transfer Station

THIS **Scale Replacement at JC Elliott Transfer Station Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Brian Baldwin dba Baldwin Scale Co. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Scale Replacement at JC Elliott Transfer Station in response to Request for Bid/Proposal No. 174 ("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 Scale Replacement at JC Elliott Transfer 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.** This Agreement is for 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to zero additional zero-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
3. **Compensation and Payment.** The total value of this Agreement is not to exceed \$56,750.00, 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. 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.

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: Tony Benavides  
Department: Solid Waste Department  
Office: 361-826-1633 / Mobile: 361-510-4793  
Email: tonyb@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 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.** Any Services 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.** 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. 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.
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 30<sup>th</sup> 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 if the subcontractors were not named at the time of bid or proposal, 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.

- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 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 related 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: Tony Benavides  
Landfill Manager  
Address: Corner of 286 and Ayers (7001 Ayers)  
Fax

**IF TO CONTRACTOR:**

Baldwin Scale Co.  
Attn: Brian Baldwin  
Title: Owner  
Address: P.O. Box 7139, Corpus Christi, Texas 78467  
Fax: 361-884-6750

**17. CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. 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 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 perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term 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. **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.
20. **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.
21. **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 and its attachments
  - B. the bid solicitation document, including addenda (Exhibit 1)
  - C. the Contractor's bid response (Exhibit 2)
22. **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.
23. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes

all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: 

Printed Name: Baldwin Scale Co./Brian Baldwin

Title: Owner

Date: 12-28-16

CITY OF CORPUS CHRISTI

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attached and Incorporated by Reference:**

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

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 174
- Exhibit 2: Contractor's Bid/Proposal Response



## Attachment A: Scope of Work

### 1.1 General Requirements/Background Information

The Contractor shall provide a truck scale at JC Elliott Landfill as outlined in this Scope of Work. The existing scale is no longer manufactured, it is very important that the new scale fits the same foundation and ties into the existing software.

### 1.2 Scope of Work

#### **A. General Motor Truck Scale Specifications**

1. Weighbridge and load cells, shall be of one manufacturer to maximize compatibility and availability of components.
2. Furnish and install one steel deck motor truck scale, specified options and peripheral devices.
3. The scale weighbridge shall have an overall weighing surface of not less than 60 feet long and not less than 11 feet wide.
4. The scale shall be fully electronic in design and shall not incorporate any mechanical weighing elements.
5. The scale shall have a nominal capacity of 200,000 pounds graduated in 20-pound increments.
6. The scale shall have a dual tandem axle capacity (Concentrated Load Capacity) CLC of no less than 100,000 lbs.
7. The load cells shall be of stainless steel construction and sealed to IP68 rating. All load cell mounting hardware shall be galvanized steel or stainless steel construction. The load cell cables shall have poly-coating over a stainless sheath.
8. The scale shall meet the requirements set forth by the current edition of the National Institute of Standards and Technology Handbook 44 (NIST H-44). The scale manufacturer shall provide a Certificate of Conformance (NTEP Certification) to these standards upon request.
9. The design and manufacture of the scale weighbridge, load cells and associated accessories shall be of one manufacturer as to maximize compatibility and availability of components. This manufacturer shall be certified ISO9001.
10. **The scale shall be a B-TEK Scales Model: Centurion CT-6011-AT or equivalent.**

#### **B. Motor Truck Scale Installation**

1. The existing foundation shall be used for the new scale.
2. The existing scale will be remove from the foundation and hauled away from site.
3. All dirt and debris will be removed from the foundation and make ready for the new scale.
4. The Scale will bolt down to the existing foundation.
5. No modifications or additions to the foundation will be allowed. Measurements of the pad for the new scale and pictures of the current scale are attached.

#### **C. Motor Truck Scale Weighbridge Specifications**

1. The scale weighbridge shall have a dual tandem axle capacity (Concentrated Load Capacity) CLC of no less than 100,000 lbs.
2. The weighbridge shall consist of prefabricated modules designed with full length removable center and full width sectional cover plates. The removable cover plates provide convenient top access to all load cells. They also insure easy access and clear visibility when cleaning the foundation
3. The weighbridge main beams shall be minimum of WF12"@30 lb. / ft. built in a "BRIDGE" design such that all structural components are exposed to ambient air. The "BRIDGE" design insures that the main structural components do not corrode due to trapped moisture inside and enclosed / sealed type weighbridge design.
4. The weighbridge decking shall be no less than 3/8" thick thread plate.
5. The scale weighbridge assemblies shall incorporate no bolted connections between the load cell and weighbridge assemblies
6. The weighbridge platform shall be provided with side-to-side and end-wall checking assemblies. The side checking assemblies shall be integrated into the load cell base plates. End-wall bumper plates shall be embedded or bolted to the end-walls.
7. The load cell base plates shall have a minimum thickness of 1/2" and shall be anchored securely to the scale foundation.

#### **D. Motor Truck Scale Weighbridge Surface Preparation and Finish Specifications**

1. The weighbridge structural members shall be shot blasted to a minimum SSPC-SP6 specification prior to painting.
2. All exposed weighbridge surfaces shall be coated with a cross-linked two-part epoxy (2-4 mil) coat followed by a two-part UV resistant polyurethane (2-4 mil) top coat finish. **Single paint systems will not be accepted.**

#### **E. Motor Truck Scale Load Cell Specifications**

1. Each load cell shall have a minimum capacity of 77,000 lb. (35T)
2. Load cells shall be NTEP certified. A Certificate of Conformance shall be provided by the manufacturer upon request.
3. Load cells shall have an analog millivolt output. Digital type load cells or externally mounted digital conversion boxes will not be accepted.
4. The load cell assembly shall be a compression column type and have no positive fixed mechanical connectors, such as bolts or links that are required in mounting the load cell to the weighbridge or foundation base plates.
5. The load cell shall not require check rods or chain links for stabilization.
6. The load cell shall be laser welded stainless steel construction and hermetically sealed. The load cell shall have a minimum rating of IP68 (NEMA 6P) that allows short-term submersion without loss of function or damage.
7. The load cell shall have a permanently attached load cell cable. Load cells with screw-on or twist-lock type removable connectors will not be accepted.
8. The load cell cable shall be poly-coated stainless steel sheathed for environmental, moisture and rodent protection.
9. **Load cells shall be B-TEK Model CPR-M or equivalent.**

#### **F. Motor Truck Scale Instrumentation Specifications**

1. The scale instrument shall be NTEP certified. A Certificate of Conformance shall be provided by the manufacturer upon request.
2. The scale instrument shall be housed in an enclosure that is suitable for desktop mounting.
3. The scale instrument shall use full text (descriptive word) based prompts for entry of setup and calibration parameters. Data and configuration parameters shall be entered through the instruments alpha-numeric keypad – no external keyboard shall be required.
4. The scale instrument shall provide multiple digital filtering parameters of the displayed weight.
5. The scale instrument shall only receive a millivolt analog signal from the load cells. There shall be no analog to digital conversion function performed outside of the scale instrument. **Junction boxes that perform analog to digital conversion will not be accepted.**
6. The scale instrument shall have preconfigured software to perform truck in / out weighments.
7. Contractor will integrate the scales and corresponding instrumentation with the current scale reporting software: AutoScale CMRS by Mettler Toledo.
8. The scale instrument shall have gross/net weight switching and the ability to recall the gross or tare weights in the net mode.

9. The scale instrument shall be capable of being programmed and calibrated in pounds or kilograms
10. The scale instrument shall have a (2) standard communication ports. One provides bi-directional RS232C and the second can be configured for RS232C, RS422 or RS485. The port shall be capable of receiving a remote print command vial serial communication or hard wire input.
11. The scale instrument shall have Ethernet communication card.
12. The scale instrument shall have a standard analog output providing either 4-20mA or 0-10V.
13. The scale instrument shall have (2) standard optically isolated inputs.
14. The scale instrument shall have (2) standard relay output contacts.
15. The scale instrument shall have addition slots available for additional option cards.
16. The scale instrument shall have a built in clock / calendar.
17. **Scale instrument shall be B-TEK model D410 or equivalent.**

#### **G. Motor Truck Scale Junction Box and Cable Specifications**

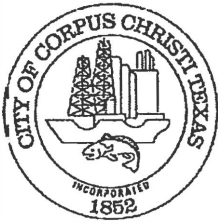
1. All junction boxes shall be rated NEMA 4X and be constructed of fiberglass reinforced plastic (FRP). Junction boxes made of metal will not be accepted.
2. Load cell cables shall be poly coated stainless steel sheathed for environmental, moisture and rodent protection.
3. Junction boxes shall contain 4-cell summing card with individual cell and sectional trim pots. Summing boards with more than 4-cell inputs will not be accepted.
4. The summing card (s) provide must have surge voltage protection devices such as fast acting Gas Discharge Tubes to help protect the connected load cells from surge voltage and lightning.

#### **H. Motor Truck Scale Lightning Protection Specifications**

1. A comprehensive lightning protection system shall be provided with the scale.
2. The system shall not require complicated wiring or devices to provide this protection.
3. Lightning protection system shall cover load cells and unction boxes
4. An AC line surge protection device shall be provided for the scale indicator.

**I. Motor Truck Scale Warranty Specifications**

1. The Scale manufacturer shall warrant the scale weighbridge structure, all load cells and junction boxes for a period of five - years from date of acceptance after installation from failures due to a defect in manufacturing, workmanship and lightning / surge voltages.
2. Within the 5-year warranty period, the manufacturer shall cover the cost of replacement parts due to general failure, workmanship and lightning / surge voltages.
3. The manufacturer and / or its local representative shall present a program of regular maintenance and calibration services, including the associated inspection costs. Inspection shall occur at a minimum of once every six months and shall comply with the guidelines set forth by the manufacturer, local regulations, and NIST H-44. The biannual inspections are required to meet the terms of the warranty.



Attachment B: Bid / Pricing Schedule

**CITY OF CORPUS CHRISTI  
BID FORM**

PURCHASING DIVISION

RFB No. 174

Scale Replacement at JC Elliott Transfer Station

PAGE 1 OF 1

Date: 12-02-16

Bidder: Baldwin Scale Co.

Authorized  
Signature:

A handwritten signature in black ink, appearing to read "Brian Baldwin".  
Brian Baldwin

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 purchasing 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 required governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Scale at JC Elliott Transfer Station	QTY	1	\$	\$ 51,950.00
2	Freight	QTY	1	\$	\$ 4,800.00
Total					\$56,750.00

## Attachment C: INSURANCE REQUIREMENTS

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Director of Contract Administrator one (1) copy of Certificates of Insurance 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 **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)  Employers Liability  INSTALLATION FLOATER	Statutory and complies with Part II of this Exhibit.  \$500,000/\$500,000/\$500,000  Value of the equipment

- C. In the event of accidents of any kind related to this contract, 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- 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 renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit 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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a 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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2016 Insurance Requirements

Solid Waste

Scale Install/Replacement – JC Elliott Transfer Station

09/26/2016 mv Risk Management

## Attachment C: Bond Requirements

No Bond required for the Service Agreement

## Attachment D: Warranty Requirements

1. The Contractor's manufacturer shall warrant the scale weighbridge structure, all load cells and junction boxes for a period of five - years from date of acceptance after installation from failures due to a defect in manufacturing, workmanship and lightning / surge voltages.
2. Within the 5-year warranty period, the Contractor's manufacturer shall cover the cost of replacement parts due to general failure, workmanship and lightning / surge voltages.
3. The Contractor's manufacturer and / or its local representative shall present a program of regular maintenance and calibration services, including the associated inspection costs. Inspection shall occur at a minimum of once every six months and shall comply with the guidelines set forth by the manufacturer, local regulations, and NIST H-44. The biannual inspections are required to meet the terms of the warranty.