

## SERVICE AGREEMENT NO. 1582

### Bio-Monitoring Testing for Wastewater Treatment Plants

THIS **Bio-Monitoring Testing for Wastewater Treatment Plants Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Bio-Aquatic Testing, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Bio-Monitoring Testing for Wastewater Treatment Plants in response to Request for Bid/Proposal No. 1582 ("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 Bio-Monitoring Testing for Wastewater Treatment Plants ("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 48 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. 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 in writing and 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.** The total value of this Agreement is not to exceed \$173,040.00, 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: Diana Zertuche-Garza  
Department: Utilities  
Phone: (361) 826-1827  
Email: dianaG@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.**

(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.

**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: Diana Zertuche-Garza  
Title: Contracts/Fund Administrator  
Address: 13101 Leopard Street, Corpus Christi, TX 78410  
Phone: (361) 826-1827  
Fax: (361) 826-4488

**IF TO CONTRACTOR:**

Bio-Aquatic Testing, Inc.  
Attn: Chris Robason  
Title: President  
Address: 2501 Mayes Road, Ste. 100, Carrollton, Texas 75006  
Phone: (972) 242-7750 ext. 111  
Fax: (972) 242-7749

- 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 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 (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).

- 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. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. 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.
- 25. 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: Chris Robason

Printed Name: Chris Robason

Title: President

Date: 05/31/2018

**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 and Bond Requirements

Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

Exhibit 1: RFB/RFP No. 1582

Exhibit 2: Contractor's Bid/Proposal Response

## **Attachment A – Scope of Work**

### **1.1 General Requirements/Background Information**

The Contractor shall provide Bio-Monitoring Testing as outlined in this Scope of Work. The Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) permits require biomonitoring. The frequency of monitoring is related to factors such as size, industrial contribution, receiving stream water quality and flow, and biomonitoring history. The anticipating number of monitoring events are outlined in the attached Table 2.

### **1.2 Scope of Work**

The Contractor shall provide biomonitoring testing to determine if wastewater treatment plant effluent is toxic or has sublethal effects on living organisms. The Contractor will provide all necessary sample containers, labels, sample preservatives, shipping packages, and chain-of-custody forms. The City will be responsible for the collection, labeling, and shipping preservation of the samples. The Contractor will specify the method of shipment and will pay all shipping charges. In addition to performing the prescribed analyses, the Contractor will also submit, in a timely manner, the reports specified in this document.

- A. The Contractor must meet the requirements of the City of Corpus Christi Wastewater Department, Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ).
- B. City of Corpus Christi Wastewater Division Requirements:
  - 1. The City reserves the right to make changes in the contract to accommodate increased or decreased frequency of testing due to toxicity testing failure or permit alterations and modifications mandated by EPA and TCEQ. In the event, that additional tests are required. The City will include an allowance on the bid form. Any changes in the contract will be made after consultation with the laboratory.
  - 2. Subcontracting to other laboratories **shall not be acceptable**.
  - 3. All organisms shall be cultured in-house and shall be maintained in a clean and safe condition. No purchased organisms may be used in City tests.



4. The Contractor must have extensive chemical analysis capabilities in the event toxicity is found and it becomes necessary to isolate the toxins.
5. The Contractor shall perform aquatic toxicity testing. The Contractor must have a minimum of a Master's Degree toxicologist on staff.
6. The Contractor shall have saltwater testing capabilities.
7. The Contractor's procedures shall be supported by a strict Quality Assurance/Quality Control (QA/QC) program. In addition to the QA/QC program the following shall be submitted to City Staff:
8. Reporting:
  - a. Contractor must provide two written reports for each testing event;
  - b. Reports must contain written summary, electronic data summary, raw data, reference toxicant data, chain-of-custody forms, and Table forms;
  - c. Contractor must provide completed Table 1 and 2 forms, located with the plants discharge permit.
  - d. Turn-around-time must be 5 working days;
  - e. Contractor must provide electronic version, and;
  - f. Contractor must retain reports for a minimum of 5 years.
9. The Contractor must have separate areas, at a minimum, for the following:
  - a. Freshwater testing;
  - b. Saltwater testing;
  - c. Fathead minnow culturing;
  - d. Mysisidopsis bahia culturing;
  - e. Menidia beryllina culturing;
  - f. Synthetic water preparation area separates from testing and culturing;
  - g. Effluent water preparation area separates from synthetic;
  - h. Invertebrate culture area;
  - i. Invertebrate testing area (both separate);
  - j. Algae culture area;
  - k. TRE/TIE or other non-routine testing area separate from testing rooms containing National Pollutant Discharge Elimination System (NPDES) compliance tests;

- l. Sample storage area, and;
  - m. Labware and glassware cleaning and preparation
- 10. The Contractor must be prepared to receive samples after hours. Secure outside storage for samples must be available for drop off or a person available for sample receipt. Security and after-hours sample receipt shall be at no extra charge.
- 11. The Contractor must be available to receive samples on weekends and holidays.

### **1.3 Shipping/Special Instructions**

- A. All sampling will be performed by the City Wastewater Department and will be scheduled as required by the City's discharge permits. Samples will be shipped on Monday, Wednesday, and Friday. Deviation from this schedule will only be made if deemed necessary and after consultation with the Contractor.
- B. The Contractor shall provide all sample containers and shipping containers required for shipment. The Contractor must specify the method of shipment and the procedure.
- C. All sample and shipping containers will be shipped to:

**City of Corpus Christi  
O. N. Stevens Water Treatment Plant Warehouse  
Attn: Robert Corn  
13101 Leopard St.  
Corpus Christi, Texas 78410**

- D. The Contractor will pay all shipping charges to and from the City of Corpus Christi. These charges must be included in the final cost of each test. All samples will be shipped to the Contractor on the day of completion of each 24-hour composite.

If for any reason testing is terminated by the Contractor, at any stage of the testing, the cost will be incurred by the Contractor. If, for any reason, testing is terminated by the City after the samples have been received by the Contractor and testing has been initiated, reasonable and proportional costs shall be incurred by the City.

#### **1.4 Invoicing and Reporting**

The Contractor's invoice for payment must contain the following information:

- a. The City Wastewater Department must receive final reports for the monthly testing no later than twenty days after receipt of the last sample.
- b. The original and one copy of both the final report and Table 1 and/or Table 2 for each test will be submitted to the City of Corpus Christi Wastewater Department. These reports, invoices and all correspondence will be sent to the following address if using the U.S. Postal Service.

**City of Corpus Christi  
Wastewater Department  
2726 Holly Rd  
Corpus Christi, Texas 78415  
Telephone: (361) 826-1800  
Fax: (361) 826-1715**

**Original scanned results can be emailed to:**

- [RobertC6@cctexas.com](mailto:RobertC6@cctexas.com)
- [EarlRi@cctexas.com](mailto:EarlRi@cctexas.com)
- [NikkiG@cctexas.com](mailto:NikkiG@cctexas.com)
- [CourtneyS@cctexas.com](mailto:CourtneyS@cctexas.com)
- [PhilipD@cctexas.com](mailto:PhilipD@cctexas.com)
- [GeraldG@cctexas.com](mailto:GeraldG@cctexas.com)

All other couriers will require the shipping address.

#### **1.5 Methodology**

- A. All test organisms, procedures, and water quality assurance criteria used must be in accordance with the latest revision of the following EPA Manuals:
  - "Short-Term Methods for Estimated the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms". EPA 600/4-89/001.

- “Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Marine and Estuarine Organisms, Third Edition.” (EPA-82.1-R-02-014).
- “Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms Fifth Edition. (EPA-821-R-02-012).

B. All test organisms, procedures, and water quality assurance criteria used must be in accordance National Pollutant Discharge Elimination System (NPDES) permits and/or Texas Commission Environmental Quality (TCEQ) permits as follows:

**1. CHRONIC-MARINE TOXICITY TESTING:**

- a. Mysidopsis bahia (Mysid shrimp) chronic static renewal 7-day survival, growth and fecundity test using Method 1007.0, EPA/600/4-91/003, or the most recent update thereof.
- b. Menidia beryllina (Inland Silverside minnow) chronic static renewal 7-day larval survival and growth test, Method 1006.0 EPA/600/4-91/003, or the most recent update thereof.

**2. ACUTE-MARINE TOXICITY TESTING:**

- a. Mysidopsis bahia (Mysid shrimp) acute static renewal 24-hour toxicity test using EPA-821-R-02-012, or the latest update thereof.
- b. Menidia beryllina (Inland Silverside minnow), acute static renewal 24hour toxicity test using EPA-821-R-02-012, or the latest update thereof.

- C. Any method that does not follow the above procedures must be approved by the City of Corpus Christi Wastewater Department.
- D. The tests listed in Table 1 shall be performed in accordance with the NPDES permits and/or TCEQ permits.

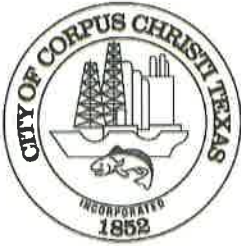
**TABLE 1: ESTIMATED SAMPLING FREQUENCY**

<b>SPECIFICATIONS FOR ANNUAL BIOMONITORING TESTING</b>		
<b>ALLISON</b>	4/Year	Chronic Mysidopsis bahia
	4/Year	Chronic Menidia beryllina
	2/Year	Acute Mysidopsis bahia
	2/Year	Acute Menidia beryllina
<b>BROADWAY</b>	4/Year	Chronic Mysidopsis bahia
	4/Year	Chronic Menidia beryllina
	2/Year	Acute Mysidopsis bahia
	2/Year	Acute Menidia beryllina
<b>GREENWOOD</b>	4/Year	Chronic Mysidopsis bahia
	4/Year	Chronic Menidia beryllina
	2/Year	Acute Mysidopsis bahia
	2/Year	Acute Menidia beryllina
<b>LAGUNA MADRE</b>	4/Year	Chronic Mysidopsis bahia
	4/Year	Chronic Menidia beryllina
	2/Year	Acute Mysidopsis bahia
	2/Year	Acute Menidia beryllina
<b>OSO</b>	4/Year	Chronic Mysidopsis bahia
	4/Year	Chronic Menidia beryllina
	2/Year	Acute Mysidopsis bahia
	2/Year	Acute Menidia beryllina
<b>WHITECAP</b>	4/Year	Chronic Mysidopsis bahia
	4/Year	Chronic Menidia beryllina
	2/Year	Acute Mysidopsis bahia
	2/Year	Acute Menidia bahia

**TABLE 2: ESTIMATED NUMBER OF ANNUAL SAMPLING EVENTS**

Chronic Mysidopsis bahia	24
Chronic Menidia beryllina	24
Acute Mysidopsis bahia	12
Acute Menidia beryllina	12

# Attachment B- Bid Pricing/Schedule



## CITY OF CORPUS CHRISTI BID FORM PURCHASING DIVISION RFB No. 1582 Bio-Monitoring Testing for Wastewater Treatment Plant

PAGE 1 OF 1

Date: 05/07/2018

Bidder: Bio-Aquatic Testing, Inc.

Authorized  
Signature:

*Ch. Robinson*

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 applicable governmental agencies.
  - d. Bidder acknowledges receipt and review of all addenda for this RFB.
4. Bidders must not write over or revise the bid form. Bidders will be considered Non-Responsive if the bid form is modified.

Item	Description	Unit	4-Yr. Qty.	Unit Price	Total Price
1	Chronic Mysidopsis bahia	Each	96	\$ 722.50	\$ 69,360.00
2	Chronic Menidia beryllina	Each	96	\$ 722.50	\$ 69,360.00
3	Acute Mysidopsis bahia	Each	48	\$ 45.00	\$ 2,160.00
4	Acute Menidia beryllina	Each	48	\$ 45.00	\$ 2,160.00
5	Allowance -Toxicity Testing Failure	AL	\$30,000.00		\$30,000.00
Total					\$ *173,040.00

\*Includes the \$30,000 Allowance

**Note:** The Chronic Mysid and Menidia test prices are \$550.00 each. The freight per ice chest is \$115.00 each. 3 separate shipments are required for a single chronic test event (regardless of specie tested):  
 $\$115.00/\text{cooler} \times 3 = \$345.00$  freight per chronic test event. I divided the \$345.00 freight between each chronic specie for budget. Invoices will reflect the \$550.00/specie and \$115.00/cooler.

## Attachment C - Insurance Requirements

### 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 Facilities & Property Management 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 \$1,000,000 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	Statutory and complies with Part II of this Exhibit.  \$500,000/\$500,000/\$500,000

- 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.

2018 Insurance Requirements

Purchasing

Biomonitoring Testing of Wastewater Treatment Plant Effluent

03/21/2018 sw Risk Management

Valid Through 12/31/2018

## **ATTACHMENT D - WARRANTY REQUIREMENTS**

No warranty requirements necessary for this service agreement; Section 8.  
Warranty is null for this service agreement.