

SUPPLY AGREEMENT NO. 1717

Hot Tap fittings

THIS **Hot Tap Fittings Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and M.T.Deason Company Inc ("Supplier"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Supplier has bid to provide Hot Tap Fittings in response to Request for Bid No. **1717** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Supplier's bid response 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 Supplier agree as follows:

- Scope. Supplier will provide Hot Tap Fittings 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. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- 2. **Term.** This Agreement is for 36 months. 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 \$249,721.80, subject to approved extensions and changes. Payment will be made for goods delivered 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: Robert Presnell

Department: Materials Management Department

Phone:(361)-826-1750

Email: RobertPr@cctexas.com

5. Insurance. Before performance can begin under this Agreement, the Supplier 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.

- 6. Purchase Release Order. For multiple-release purchases of products to be provided by the Supplier over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Supplier a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Supplier until such time as the products are delivered and accepted by the City.
- 7. Inspection and Acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Supplier, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Supplier within 30 days of receipt of City's invoice.

8. Warranty.

- (A) The Supplier 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 Supplier 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 Supplier 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 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. Supplier will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Supplier be considered an employee of the City.
- 12. Subcontractors. Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. 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 Supplier 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 Supplier 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: Robert Presnell Title: Stores Supervisor

Address: 5352 Ayesr Street, Bldg # 6, Corpus Christi, Texas 78415

Phone: (361)-826-1750 Fax: (361)-826-1690

IF TO SUPPLIER:

M.T.Deason Company Inc

Attn: Nan R.Mclean Title: Vice President

Address: 2820 Commerce Blvd, Birmingham, Alabama 35210

Phone: (205)-956-2266 Ext 106

Fax: (205)-956-1911

17. SUPPLIER 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 SUPPLIER OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE SUPPLIER OR ITS EMPLOYEES OR AGENTS. SUPPLIER 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 SUPPLIER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

- (A) The City Manager may terminate this Agreement for Supplier'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 Supplier written notice of the breach and set out a reasonable opportunity to cure. If the Supplier 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 Supplier. The City Manager may also terminate this Agreement upon 24 hours written notice to the Supplier 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 Supplier, 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 Supplier 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 Supplier's bid response (Exhibit 2).
- **22. Certificate of Interested Parties.** Supplier 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 Supplier 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)

SUPPLIER M. T. Deason Company, Inc.					
Signature: Man Am					
Printed Name: Nan R. McLean					
Title: Vice President of Marketing					
Date:July 18, 2018					
CITY OF CORPUS CHRISTI					
CITY OF CORPUS CHRISTI Signature:					
E STATE OF THE STA					
Signature:					

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule
Attachment C: Insurance Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB No. 1717

Exhibit 2: Supplier's Bid Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements/Background Information

- A. The Supplier shall provide 3-Way Tee Fittings and Welding Fittings as outlined in this scope of work. The fittings are used by the Gas Department for hot tapping operations. These fittings will be using to restock City's Warehouse.
- B. The Supplier will cross reference the City's stock number. The supplier must not change the stock number assigned to each item for the duration of contract.

1.2 Fittings Specifications

The specifications are outlined below.

Fittings Specification

2" Welding Fitting

Complete with Cap: Malleable Iron, Plug: C1213 CF Steel,

Nipple: A 106 GR B SMLS Steel Pipe, O-Ring: Buna-N

4" Welding Fitting

Complete with Nipple: A106 GRB SMLS Steel Pipe, O-Ring: Buna-N, cover flanges with bolts, gasket and plastic caplugs, completion plug, O-ring and flanged nipple

6" Welding Fittings

Complete with Nipple: A106 GRB SMLS Steel Pipe, O-Ring: Buna-N, cover flanges with bolts, gasket and plastic caplugs, completion plug, O-ring and flanged nipple

8" Welding fittings

Complete with Nipple: A106 GRB SMLS Steel Pipe, O-Ring: Buna-N, cover flanges with bolts, gasket and plastic caplugs, completion plug, O-ring and flanged nipple

2" Threaded 3-way Tee forged ASTM A-105, Class 150 Complete with Cap, completion plug, O-ring and Tee

4" Flanged 3-way Tee either fabricate from ASTM A-106 Grade B or ASTM A-234 Grade WPB Steel, Class 150

Complete with Cover flange with gasket, bolts and plastic caplugs, completion plug, O-ring and tee.

6" Flanged 3-way Tee either fabricate from ASTM A-106 Grade B or ASTM A-234 Grade WPB Steel, Class 150

Complete with Cover flange with gasket, bolts and plastic caplugs, completion plug, O-ring and tee.

8" Flanged 3-way Tee either fabricate from ASTM A-106 Grade B or ASTM A-234 Grade WPB Steel, Class 150

Complete with Cover flange with gasket, bolts and plastic caplugs, completion plug, O-ring and tee.

1.3 Contractor Quality Control and Superintendence

A. All fittings must be defect free, properly packed, and shipped to ensure a safe delivery.

1.4 Delivery

- A. City will place an order on as needed basis.
- B. Supplier shall ship the materials within 2 to 3 weeks' of received order to the City Warehouse, located at 5352 Ayers St. Building 6, Corpus Christi, Texas 78415.
- C. All contract prices are F.O.B destination City of Corpus Christi Facility, freight prepaid.
- D. Supplier must send Technical data sheet along with the delivery of the material. City will not accept the products that do not conform specifications.
- E. If any items found defective, unusable or inoperable to the condition, Supplier shall arrange return shipment or shipping charge will be reimbursed from the invoice.

1.5 Cancellation

- A. Suppliers understands and agrees that the City may, at its discretion, cancel any backorders due to the Supplier's inability to deliver the product within the set time frame.
- B. Cancellation shall be in writing and sent to Suppliers by email, fax or mail.
- C. No restocking fee or payment of any kind shall be owed for orders cancelled due to Supplier's inability to meet the deadline delivery date.



CITY OF CORPUS CHRISTI BID FORM **PURCHASING DIVISION RFB No. 1717 Hot Tap fittings**

PAGE 1 OF 1

Date:

June 26, 2018

Bidder: M. T. Deason Company, Inc.

Authorized

Signature:

- 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.

ltem	City Stock No	Description	UNIT	QTY 3 Year	Unit Price	Total Price		
1	3802	2" Welding Fitting	EA	120	72.64	8,716.80		
2	3803	4" Welding Fitting	EA	60	373.50	22,410.00		
3	3804	6" Welding Fitting	EA	60	573.75	34,425.00		
4	3805	8" Welding Fitting	EA	30	1,119.00	33,570.00		
5	3806	2" 3 – Way Tee Fitting	EA	120	128.25	15,390.00		
6	3807	4" 3 – Way Tee Fitting	EA	60	521.25	31,275.00		
7	3808	6" 3 – Way Tee Fitting	EA	60	1,022.25	61,335.00		
8	3809	8" 3 – Way Tee Fitting	EA	30	1,420.00	42,600.00		
Total								

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 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 policy 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			
	1 - Page -	INSURANCE COVERAGE			
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chan	ellation, non-renewal, material age or termination required on all icates and policies.	Damage Per occurrence - aggregate			
COM	MERCIAL GENERAL LIABILITY including:	\$1,000,000 Per Occurrence			
1.	Commercial Broad Form	\$1,000,000 Aggregate			
2.	Premises – Operations				
3.	Products/ Completed Operations				
4.	Contractual Liability				
5.	Independent Contractors				
6.	Personal Injury- Advertising Injury				

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 - Gas Dept.

Order and Delivery of 3-Way Tee Fittings and Welding Fittings

05/11/2018 sw Risk Management

Valid Through 12/31/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC. FAX (A/C, No): PHONE (A/C, No, Ext): 800-476-2211 E-MAIL P.O. Box 10265 Birmingham, AL 35202 ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: The Travelers Indemnity Company of America 25666 INSURED INSURER B : Sentry Insurance Group M.T. Deason Co., Inc.; MTD Manufacturing, Inc.; Deason Family Partnership 2820 Commerce Boulevard Irondale, AL 35210 INSURER C: Midwest Employers Casualty Co./ ASIWCF INSURER D: INSURER E : INSURER F: COVERAGES **CERTIFICATE NUMBER: LA2V84UT REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL SUBI				5			
Α	X COMMERCIAL GENERAL LIABILITY		6301G92767ATIA17	09/01/2017	09/01/2018	EACH OCCURRENCE	\$ 1,000,000		
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						MED EXP (Any one person)	\$ 10,000		
ĺ						PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000		
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	OTHER:						\$		
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	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$		
	DED RETENTION\$						\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Member #332400 POAL129001 (AL)	01/01/2018	01/01/2019	X PER OTH- STATUTE ER			
-	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	90531170100181 (AOS)			E.L. EACH ACCIDENT	\$ 1,000,000		
	(Mandatory in NH)					E.L. DIŞEASE - EA EMPLOYEE	\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
							\$ \$		
							\$		
							\$ \$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Corpus Christi
ATTN: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

Corpus Christi, TX 78469-9277

ATTACHMENT D: WARRANTY REQUIREMENTS

- **A.** All fittings must be defect free, properly packed, and shipped to ensure a safe delivery.
- **B.** If any items found defective, unusable or inoperable to the condition, Supplier shall arrange return shipment or shipping charge will be reimbursed from the invoice.