



SERVICE AGREEMENT NO. 1627

HVAC Services for Facilities Department

THIS **HVAC Services for Facilities Department Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Coastline Refrigeration & Service, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide HVAC Services for Facilities Department in response to Request for Bid/Proposal No. 1627 ("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 HVAC Services for Facilities Department ("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 36 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 \$397,800.00, 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: Jesse Hernandez
Department: Facilities and Property Management
Phone: (361) 826-1983
Email: JesseH@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 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 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: Jesse Hernandez
Title: Superintendent of Operations
Address: 1201 Leopard Street, Corpus Christi, Texas 78401
Phone: (361) 826-1983
Fax: (361) 826-1989

IF TO CONTRACTOR:

Coastline Refrigeration & Service LLC
Attn: Moses DeAlejandro
Title: Manager
Address: 423 S Alameda Street, Corpus Christi, TX 78401
Phone: 361-442-7661
Fax: 361-855-4511

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:  _____

Printed Name: Moses DeAlejandro _____

Title: Manager _____

Date: 07/25/2018 _____

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. 1627
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A – Scope of Work

1.1 General Requirements

- A. The Contractor shall provide HVAC services to City Owned locations outlined in this Scope of Work. The Contractor shall provide services on an as needed basis. Services include but are not limited to: repair, replacement and installation of new heating, ventilation, air conditioning equipment, refrigeration units, air handling unit, duct work, duct cleaning, diagnostic test equipment, and testing as required by the City.
- B. All services performed under this contract must be accomplished in a manner that meets all applicable federal, state and local laws, rules, regulations, ordinances, codes, manufacturer's instructions, warranty requirements and original equipment specifications.
- C. Contractor shall secure HVAC permits as required by the city/state codes and ordinances.
- D. Contractor shall conduct all work during normal working hours i.e. 8:00 AM to 5:00 PM unless deemed by Contract Administrator to be disruptive to normal operations of the City's or an emergency.
- E. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall take special measures to safeguard the area while services are being performed. The Contractor shall try to minimize interferences to the building occupants with the day to day operations. The Contractor shall be responsible for assuring the safety of its employees, City employees, and the public during performance of all services under this agreement.
- F. Contractor shall not store worn or defective parts on City premises at the end of the work day unless otherwise approved by the Contract Administrator.
- G. Contractor must clean the work site from debris or hazards after completion of work.
- H. Contractor shall dispose all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health.

1.2 Repairs

- A. Contractor shall furnish labor, technician, parts, supplies, materials, tools and equipment necessary to perform the repairs services for all locations. Repair parts and components must conform to original equipment manufacturer specification. Repairs include all mechanical and electrical components related to HVAC system.
- B. The Contractor shall have and maintain locally a supply of spare parts sufficient for the repair of the units.
- C. All service call repairs must be approved by the Contract Administrator prior to commencement of work.

D. The Contractor is responsible for making repairs of any material or equipment damaged during the completion of work or as the results of action or inaction by contractor's staff. After completion of repairs, Contractor shall report back to the Operation Superintendent or designee. If any item or equipment covered under this agreement is deemed non-repairable, the Contractor shall immediately notify the Operation Superintendent.

1.3 Replacement/ Installation and Preventive Maintenance

A. Replacement/Installation shall only be done when current equipment and/or parts are not repairable. Contractor shall submit a report justifying the replacement over repair to the Contractor Administrator.

B. The Contractor shall submit a cost estimate for the new installation. Cost estimate will include labor, materials, equipment, and preventive maintenance. Contractor shall use labor charges as identified in the Contract Pricing Sheet.

C. The City shall retain salvage rights on any replaced equipment. However, if the City determines the replaced equipment is of no value to the City, it will be the responsibility of the Contractor to dispose of the equipment.

D. The Contractor shall provide documentation on all refrigerant and new system installation in accordance with rules and regulations.

E. The Contractor shall provide preventive maintenance to the new installed system for one-year. Preventive maintenance shall be done quarterly. Preventive maintenance shall be done as per manufacturer recommendation. Repairs occurs because of the lack of preventive maintenance shall not be paid.

1.4 Routine and Emergency Service Call

A. The Contractor shall be available to perform services on as needed basis. The Contractor shall be on site within two hours or within an agreeable time frame determined by the Contract Administrator.

B. Services shall be performed only after the Contractor receives a work order and the Contractor's estimate is approved by the Contract Administrator unless the service call is considered an emergency.

C. The condition and scope of work will be described in a Work Order. Based on the Work Order, the Contractor shall provide an estimate which must be approved by the Contract Administrator prior to commencement of work.

D. The Contractor shall call or check in with the Contract Administrator before commencing the work. After inspection, the Contractor shall provide an estimated cost and time for the work.

E. Emergency service call as defined as an event which requires immediate action to prevent a hazard to life, health, safety, property or to avoid failure of an equipment. When an emergency arises, the Contract Administrator shall notify the Contractor of the emergency repair at the facility. Contractor shall be on site within an agreeable time frame determined by the Contract Administrator.

- F. Upon completion of routine or emergency service call, Contractor representative shall provide a job ticket. The job ticket shall include, but not limited to - Company Name, Name of technician and/ or helper, Date of Service, Specific equipment worked on, Detailed Description of the work performed, Root cause of failure, Parts used, Work Order number and total time spend on job.
- G. If the Contractor is required to leave the premises to obtain parts or other materials, Operation Superintendent or designee must be notified.
- H. Contractor' shall only invoice City's for the time spent on the property. City's shall not pay for time spent in route or travelling to acquire parts/supplies.

1.5 Contractor and Technician Qualification

- A. The Contractor and technicians shall be registered with the State of Texas in accordance with TDLR and to be free of TDLR violations within the last three years prior to solicitation date. Any personnel assigned to the service agreement shall meet all applicable certification requirements of any regulatory agency having jurisdiction. The Contractor shall ensure that all personnel are continuously trained to meet the latest HVAC technology and industry standards.
- B. The Contractor shall have enough responsible, trained personnel qualified to provide the required services.

1.6 Service Personnel

- A. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely without delay. All personnel assigned to the service agreement shall wear a uniform, including safety equipment and company issued photo identification. Contractor's employees working on site shall wear clothing with an identifiable logo bearing the name of the company. All personnel shall be neatly dressed in shirts, safety shoes, and long pants. Shorts or torn clothing are unacceptable. Clothing worn shall be suitable for electrical work in accordance with NFPA 70E requirements.
- B. If the service personnel do not perform as per required by this Agreement, the City has the right to reject the personnel and the Contractor is liable to deploy new personnel.

1.7 Security Background Check of Personnel

Contractor shall conduct background check for all personnel before assigned to work under this agreement. The Contractor is required to submit background check report to the Contract Administrator. The City reserves the right to approve or refuse employees because of back ground check. Background checks will be included in the Contract pricing.

1.8 Recordkeeping

The Contractor shall establish and maintain a log delineating complete and accurate records of all repairs, parts, supplies and materials for each location for

the term of the Contract. The Contractor shall update said logs after each service defined in the Contract.

1.9 Invoicing

The Contractor shall include copies of work order and job tickets as back-up for each invoice. Approval for payment shall be authorized by the Contract Administrator.

1.10 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

1.11 Warranty

- A. Contractor shall provide one-year warranty on workmanship. Contractor shall provide one-year warranty or manufacturer warranty on all new parts and installation of an equipment.
- B. Any additional service call to repair deficiencies resulting from the Contractor's work, will not be considered for payment.

1.12 Work Site Locations

Contractor shall perform as needed HVAC services at the following locations:

No.	BUILDING	Address	Zip Code
1	Health Department	1702 Horne Rd, Corpus Christi, TX	78416
2	City Hall	1201 Leopard St, Corpus Christi, TX	78401
3	Gas Department	4225 S Port Ave, Corpus Christi, TX	78415
4	Police Department	321 John Sartain St, Corpus Christi, TX	78401
No.	BUILDING	Address	Zip Code
5	Municipal Courts	321 John Sartain St, Corpus Christi, TX	78401
6	Frost Bank	2402 Leopard St, Corpus Christi, TX	78408
7	Water Department	2726 Holly Rd, Corpus Christi, TX	78415
8	Broadmoor Senior Center	1651 Tarlton St, Corpus Christi, TX	78415
9	Ethel Eyerly Senior Center	654 Graham Rd. Corpus Christi, TX	78418
10	Garden Senior Center	5325 Greely Dr, Corpus Christi, TX	78412

11	Greenwood Senior Center	4040 Greenwood Dr, Corpus Christi, TX	78416
12	Lindale Senior Center	3135 Swantner St, Corpus Christi, TX	78404
13	Northwest Senior Center	9725 Up River Rd, Corpus Christi, TX	78410
14	Oveal Williams Senior Center	1414 Martin Luther King Dr, Corpus Christi, TX	78401
15	Zavala Senior Center	510 Osage St, Corpus Christi, TX	78405
16	La Retama Central Library	805 Comanche St, Corpus Christi, TX	78401
17	Garcia Public Library	5930 Brockhampton St, Corpus Christi, TX	78414
18	Janeth Harte Public Library	2629 Waldron Rd, Corpus Christi, TX	78418
19	Hopkins Public Library	3202 McKinzie Rd, Corpus Christi, TX	78410
20	McDonalds Library	4044 Greenwood Dr, Corpus Christi, TX	78416
21	Neyland Public Library	1230 Carmel Pkwy, Corpus Christi, TX	78411
22	Joe Garza Recreation Center	3204 Highland Ave, Corpus Christi, TX	78405
23	Lindale Recreation Center	3133 Swantner St, Corpus Christi, TX	78404
24	Oak Park Recreation Center	842 Erwin Ave, Corpus Christi, TX	78408
25	Oso Recreation Center	1111 Bernice Dr, Corpus Christi, TX	78413
26	Soloman Coles Rec Center	924 Winnebago St, Corpus Christi, TX	78401
27	Science and History Museum	1900 N Chaparral St, Corpus Christi, TX	78401
28	Al Kruse Tennis Center	502 King St, Corpus Christi, TX	78401
29	HEB Pool Complex	1520 Shely St, Corpus Christi, TX	78404
30	HEB Tennis Court	1520 Shely St, Corpus Christi, TX	78404
No.	BUILDING	Address	Zip Code
31	Central Kitchen	4141 Old Brownsville Rd, Corpus Christi, TX	78405
32	O N Stevens Plant	13101 Leopard St, Corpus Christi, TX	78410
33	Solid Waste Building	2525 Hygeia, Corpus Christi, TX	78415
34	Oso Waste Water Treatment Plant (WWTP)	501 Nile, Corpus Christi, TX	78412
35	Greenwood Waste water treatment Plant	6541 Greenwood Dr, Corpus Christi, TX	78417

36	Broadway Waste Water Treatment plant	1402 W Broadway, Corpus Christi, TX	78401
37	Laguna Madre Waste Water Treatment Plant	201 Jester St, Corpus Christi, TX	78418
38	White Cap Waste Water Treatment plant	13409 White Cap St, Corpus Christi, TX	78418
39	Allison WWTP	4101 Allison St, Corpus Chishti, TX	78410
40	CEFE Landfill	2397 Co.Rd.20, Robstown, TX	78380
41	J C Elliot Transfer Station	6594 Greenwood St, Corpus Christi, TX	78415

Attachment B – Bid/Pricing Schedule

Item	Description	UNIT	QTY	Unit Price	Total Price
1	HVAC Technician Normal Hours	HRS	1200	\$70.00	\$84,000.00
2	Helper Normal Hours	HRS	600	\$30.00	\$18,000.00
3	HVAC Technician Afterhours, Holidays, Saturday and Sunday	HRS	180	\$70.00	\$12,600.00
4	Helper Afterhours, Holidays, Saturday and Sunday	HRS	90	\$30.00	\$2700.00
		Estimated Spend		Mark Up (%)	
5	Parts/Materials including Freon		\$255,000	10	280,500.00
		Total			\$397,800.00

Attachment C – Insurance and Bond 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 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
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage 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

INSTALLATION FLOATER	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.

2018 Insurance Requirements

Purchasing

HVAC Equipment New Installation, Replacement, Repairs and Maintenance

03/07/2018 sw Risk Management

Valid Through 12/31/2018

BOND REQUIREMENTS: No bond requirements necessary for this service agreement; Section 5. (B) is null for this Service Agreement.

Attachment D – Warranty

Contractor shall provide one-year warranty on workmanship. Contractor shall provide one-year warranty or manufacturer warranty on all new parts and installation of an equipment.

Any additional service call to repair deficiencies resulting from the Contractor's work, will not be considered for payment.