



SERVICE AGREEMENT NO. 2581

HVAC Preventative Maintenance and Repairs

THIS **HVAC Preventative Maintenance and Repairs Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Coastline Refrigeration and 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 Preventative Maintenance and Repairs in response to Request for Bid/Proposal No. 2581 ("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 Preventative Maintenance and Repairs ("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 three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$2,013,940.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Romy Greaves
Department: Asset Management
Phone: 361-826-3645
Email: RomyG@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The

purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi

Attn: Romy Greaves

Title: Architech

Address: 5352 Ayers St, Bldg 3A, Corpus Christi, TX 78415

Phone: 361-826-1983

Fax: 361-826-1989

IF TO CONTRACTOR:

Coastline Refrigeration and Service, LLC

Attn: Moses DeAlejandro

Title: Manager
Address: 423 S. Alameda St.
Phone: 361-445-4511
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 comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

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

- 19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
- 20. 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.
- 21. 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.
- 22. 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).
- 23. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 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.

CONTRACTOR

Signature: 

Printed Name: Moses DeAlejandro

Title: Manager

Date: 12/17/2019

CITY OF CORPUS CHRISTI

Kim Baker
Director of Contracts and Procurement

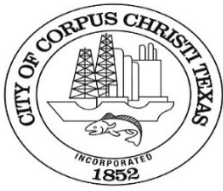
Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 2581
- Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements

1. The Contractor shall provide inspection and preventative maintenance services to improve equipment operations, increase equipment efficiency, minimize equipment breakdown and prolong equipment life of the HVAC systems outlined in this Scope of work.
2. The Contractor shall provide preventative maintenance to all locations mentioned in the Scope of work.
3. The Contractor shall provide repair services to all location mentioned in this Scope of work and all other City owned locations on as needed basis.
4. The Contractor is responsible for preventative maintenance and repair services including, but not limited to, compressor, chiller, fan blades, fan coils, condenser fan motors, all electrical parts of HVAC unit, fuses, switches, pumps, filters, water treatment, refrigerant, boiler, and thermostat.
5. The Contractor shall maintain all equipment in accordance with each equipment manufacturer's recommendation and industry standards.
6. The Contractor shall perform preventative maintenance and inspection three times a year i.e. every 4 months as per checklist outlined in this Scope of work. The checklist is not exhaustive. The Contractor shall follow manufacturer recommendation and industry standards to perform services.
7. The Contractor shall provide labor, material, tools, equipment and transportation necessary to perform the preventative maintenance, inspection, repair and replacement services.
8. The Contractor shall obtain permits as required.
9. The Contractor shall be responsible for any disposal of equipment or refrigerants in accordance with federal, state and local rules and regulations.
10. The Contractor shall perform preventative maintenance, inspection and repairs during normal working hours (Monday to Friday 8:00 AM to 5:00 PM) unless approved by the Contract Administrator.
11. During the term of the contract, the Contractor shall notify the Contract administrator of any necessary and/or recommended work or addition he/she feels is necessary to the existing equipment within two working days of becoming aware of such. Such notification shall include a fully detailed proposal to correct the situation which shall include:
 1. A detailed statement of the problem, identifying and quoting any applicable code, law or regulations
 2. the correction action proposed
 3. The detailed costs at the applicable contract rates

4. The proposed timeframe for the corrective action.

1.2 Preventative Maintenance and Inspection Checklist

- A. Condensing Units (Condensing units and Cooling towers)
 1. Check Voltage and Amp readings on motors and compressors.
 2. Check voltage readings across contactors and relays.
 3. Perform visual inspections of wire integrity and locations. Ensure wire positioning is free and clear of rubbing on metal or the condenser fan blade. Secure wires as needed.
 4. Check capacitors for proper MFD readings.
 5. Inspect condenser fan blades for corrosion and cracks.
- B. Air handling units and Furnaces (Belt drive and direct drive)
 1. Belts are to be inspected for potential failure points. (i.e. Cracking, stretching, improper seating in sheaves/pulleys). Replace/adjust belts as needed. Approximately 150 various sized drive belts, 1100 various sized MERV 8 pleated filters and 200 AHUs.
 2. Inspect blower wheel assemblies for cleanliness and integrity. Blower wheels are to be cleaned as needed for maximum performance.
 3. Check voltage and amp draw on motors.
 4. Check voltage readings across contactors and relays.
 5. Check resistance/continuity across heating elements for electric heaters.
 6. Perform visual inspections of wire integrity and locations. Ensure wire positioning is free and clear of rubbing on metal or the condenser fan blade. Secure wires as needed.
 7. Perform startup checks when inspected before winter season - Inspect heat exchangers, gas valves, ignition assemblies and all safety limit switch. Check flame quality. If the flame quality is off, make necessary adjustments.
 8. Clean and treat condensate/drain pans and lines.
- C. Motors and pumps (chill and hot water)
 1. Start-up, if motor/pump is not running. Check voltage and amp draw during operation.
 2. Lubricate the pump/motor semiannually
 3. Visually check pump for water leaks and report findings.
 4. Perform vibration tests on pumps/motors once a year.
 5. If excessive vibration is found. Report possible resolutions and advise Asset Contract Administrator.

D. Chillers

1. Check unit for water leaks and repair if necessary.
2. Check unit for refrigerant leaks and repair if any leaks are found. Recharge with refrigerant according to manufacturer specifications after leak is repaired.
3. Clean evaporator and condenser tubes once a year.
4. Change oil and oil filter. Analyze oil and report findings.

E. Boilers

1. Check unit and piping for water leaks.
2. Check unit and piping for gas leaks.
3. Visually check all electrical wiring for damage or improper positioning that could lead to failure. Correct deficiencies as needed.
4. Check for proper operation of all components during startup and normal operation.
5. Check for flue pipe integrity and report findings and advise corrective action.
6. Clean heat exchangers yearly.
7. Clean burner assemblies once a year.

F. VAVs/Fan Powered Boxes

1. Inspect and replace filters as needed.
2. Verify proper operation of damper and damper motor.
3. Check operation of chill/hot water valve and actuator.
4. Inspect hot water coils when applicable and clean as necessary. Provide before and after photos.
5. Check resistance/continuity/operation of electric heaters when applicable.
6. Check blower assemblies when applicable for the following items:
 - Blower motor operation
 - Blower motor voltage and amp draw
 - Blower motor capacitor MFD.
 - Blower wheel cleanliness and integrity. Replace as needed.
7. Check static pressure sensor assembly operation and cleanliness. Clean and/or replace as needed.
8. Flush chill/hot water coils yearly.
9. The Contractor will create access panels into unit if there is not one present already.

G. Duct work

Check operation of damper and actuators (Zone, return, and outside air dampers.) Repair/Replace as needed. No work on the ceiling or wall under this contract.

H. Chill/Hot Water Valves (other than VAVs/FPBs) – Manual/Actuated (electronic/pneumatic actuators)–

1. Check actuator and valves operation. Repair/Replace as needed.
2. Cycle open/closed and verify valve closure.
3. Not to leave a valve back seated; ¼ turn toward the close position after valve is completely open.

I. Inspect valve stem area for water leaks. Tighten or replace packing as needed. Automatic Logic Control (ALC) Systems – Run system check to ensure that system is communicating properly. Troubleshoot and repair issues as needed.

A. Filter Change - All filters shall be pleated and meet minimum MERV 8 rating unless approved by the Contract Administrator.

1.3 Water Treatment Services

A. The Contractor shall provide water treatment services as a part of the preventative maintenance to the City Hall, Police Department, Gas Department, Water Department, Health Department, McDonald Library, La Retama Library and Neyland Library. No other location requires water treatment services.

B. The Contractor shall provide chemicals, chemical feeders, control equipment, laboratory analysis, annual inspection, tube brushing, specified chemical cleanings, and cooling tower cleaning to perform the water treatment services.

C. The Contractor shall provide chemicals that comply with Federal, State and City laws and guidelines regulating effluent pollution.

D. The Contractor shall provide labor, chemicals, equipment and transportation necessary to perform the water treatment services.

E. The Contractor shall perform the following procedures for water treatment services:

1. Cooling Tower – Condenser System shall be chemically treated twice per month to help prevent system fouling from scale, corrosion and biological growth.
2. Cooling Tower Inspection and Cleaning – At least once each year the cooling tower shall be cleaned including the removal of evaporative and biological growths from slats, spray nozzles and screens. The tower shall be inspected for corrosion, wood decay and leaks.
3. Condenser Inspection and Brushing – At least once per year the heads of each condenser shall be removed, and the tubes brushed. After brushing the condenser shall be inspected and if hard scale is present, the condenser shall be chemically cleaned at no additional charge to the City.

4. The Closed system shall be chemically treated for the control of corrosion. The chemical program shall be serviced once each month. Systems are to be treated are Chill water system, Hot water system or Combined Chill and Hot water system. Loop system at City Hall, Police Department, Gas, and Water service once per month. Loops at Health Department, McDonald, Central and Neyland Libraries on a quarterly basis.
5. Closed system inspection and cleaning – At least once each year the hot water boiler or converter should be opened, and the waterside brushed, or power sprayed to clean. At least once every three years the Contractor should chemically cleaned the closed system for the removal of dirt and other harmful deposits brought into the system by the make-up water.
- F. The Contractor shall submit a waterside written report to the Contract Administrator after inspection and cleaning of Cooling tower, Condenser and Closed system

1.4 Repair

- A. The Contractor shall furnish labor, technician, parts, supplies, materials, tools and equipment necessary to perform the repair services for the equipment listed in this Scope of work and all other HVAC system located at City owned locations on as needed basis.
- B. Repair parts and components must conform to original equipment manufacturer specification.
- C. The Contractor shall perform repairs to the mechanical and electrical components of the HVAC system including but not limited to
 1. Gas absorption chillers up to 100 tons
 2. Water cooled chillers up to 100 tons
 3. Air Cooled Chillers up to 100 tons
 4. Boilers
 5. Split Systems up to 50 tons
 6. RTU systems
 7. Mini-split systems
 8. Dehumidifier systems
 9. Ice machines
 10. Walk-in coolers/freezers
 11. Associated pumps, motor, valves, drives, electronic components
- D. The Contractor shall perform repairs only after the Contractor receives a work order and notice to proceed unless the repair cost is less than \$300 or service call is deemed an emergency.
- E. Emergency service calls are defined as an event which requires immediate action to prevent a hazard to life, health, safety, property or to avoid failure of equipment. When an emergency arises, the Contract Administrator will notify Contractor of the

emergency repair at the facility. The Contractor shall be on site within time frame agreed upon by the Contract Administrator.

- F. Replacement of parts shall only be performed when current parts cannot be repaired, not economical to repair the parts, or approved by the Contract Administrator.
- G. The Contractor shall submit a report justifying the replacement over repair of parts to the Contract Administrator for approval.
- H. The Contractor shall use parts specified by the manufacturer or approved equivalent. All parts shall be new and not refurbished.
- I. The Contractor shall provide justification if the equipment is beyond repair or not economical to repair the equipment. The City may decide to buy new equipment through new bid.
- J. During the term of the contract, if the City of Corpus Christi deems an estimate to be unreasonable, then the City of Corpus Christi reserves the right to request quotes from other Contractors for such service.
- K. The Contractor's vehicle used to respond to calls for service shall be stocked with commonly used HVAC supplies and equipment to eliminate delays and/or interruption in service.

1.5 Service Calls

- A. The Contractor shall be available to perform repair services on as needed basis. The Contractor shall be onsite within two hours or within an agreeable timeframe determined by the Contract Administrator.
- B. The Contractor shall call or check in with the Contract Administrator before commencing work.
- C. Upon completion of service call, the Contractor shall provide a job ticket. The job ticket shall include, but not limited to – Company name, Name of technician and/or Apprentice, Date of service, Equipment details, Detailed description of the work performed, root cause of failure, parts used, work order number and total time spend on the job.
- D. If the Contractor is required to leave the premises to obtain parts or materials, the Contract Administrator must be notified.
- E. The Contractor shall only invoice city for time spent on property. The City shall not pay for time spent in route or traveling to acquire parts or supplies.

1.6 Service Personnel

- A. Any personnel assigned to this 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 assure 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 any

company issued photo identification. Contractor's employees working on site shall wear clothing with an identifiable logo bearing the name of the company visible from 15 feet always. All personnel shall be neatly dressed in shirts, safety shoes, and long pants. Shorts or torn clothing are unacceptable.

- C. The Contractor shall conduct background check for all personnel before assigned to work under this contract. The Contract Administrator may ask background check report from the Contractor. The City reserves the right to approve or refuse employees because of an unsatisfactory background check. Background check will be done at the sole expense of the Contractor.

1.7 Site Control

- A. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall safeguard the area while services are being performed. The Contractor shall try to minimize an interference 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.
- B. The Contractor shall not store worn or defective parts on City premises at the end of the workday, unless otherwise approved by the Contract Administrator.
- C. The Contractor must clean work site from debris or hazards after completion of work.
- D. The Contractor shall dispose all worn/defective parts, oils, solvent, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health.

1.8 Completion

- A. Upon completion of each preventative maintenance, repair, or replacement, the Contractor shall conduct careful inspection and shall correct all defective work to the satisfaction of the Contract Administrator.
- B. Remove all scrap, litter and debris resulting from operations specified herein and leave work and the premises in clean and satisfactory conditions.

1.9 Recordkeeping

The Contractor shall establish and maintain a log delineating complete and accurate records of all preventative maintenance, repairs, replacement, parts, supplies and materials for each location for the term of the Contract. The Contractor shall update the logs after each service defined in the Contract.

1.10 Contract Pricing

- A. Preventative maintenance pricing for all location mentioned in the scope of work shall remain fixed during the term of the Contract.
- B. Repairs during the preventative maintenance or on call repairs shall be invoiced on hourly labor charge as established in this Contract.

C. Parts/Materials installed shall be invoiced at the Contractor's actual cost to include any discount offered by the supplier and contract allowable markup. Material prices are subject to verification and receipts are required.

1.11 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.

1.12 Preventative Maintenance Equipment list

1 Health Services – 1702 Horne Rd, Corpus Christi, TX 78416

System	AH Size	Chiller Tonnage	Belts Sizes	Air Filter Size	Air Filter Qty
Air Cooled		100			
		100			
	A1	10	B51	20 x 20 x 2	3
	A2	10	B51	20 x 20 x 2	3
	A3	10	BP 60	16 x 20 x 2	4
	A4	10	BP 60	23 1/2 x 23 1/2 x 2	4
	A5	10	A44	24 x 24 x 2	2
	A6	10	AP 36	24 x 16 x 2	3
	A7	10	A 34	24 x 18 x 2	2
	A8	7.5	A 46	24 1/1 x 19 1/2 x 2	4
	A9	7.5	A 43	24 x 24 x 4	4
	A10	7.5	AP 38	16 x 20 x 2	2
	A11	7.5	AP 34	24 x 18 x 2	2
	A12	7.5	A 42	24 x 24 x 2	2
	A13	7.5	B 36	16 x 20 x 2	3
	B1	7.5	B 50	20 x 25 x 2	3
	B2	5	A44	24 x 24 x 2	2
	B3	5	A 43	24 x 24 x 2	2
	C1	5	A 51	24 x 24 x 2	3
	C2	5	B 43	20 x 25 x 2	2
	C3	5	B 42	16 x 20 x 2	2
	C4	5	A 42	24 x 24 x 2	3
	C5	5	A 43	20 x 25 x 2	2
	C6	5	B 46	20 x 25 x 2	2
	C7	5	B 42	24 x 24 x 2	4
	E1	5	ER 32	24 x 24 x 2	4
	E2	5	ER 33	16 x 20 x 2	3
	E3	5	BP 48	20 x 25 x 2	2
	E4	5	Bp 48	20 x 25 x 2	2

	A1	5	Bp 48	20 x 25 x 2	2
	Boiler	15 BTUs			

2 City Hall – 1201 Leopard St, Corpus Christi, TX 78401

System	AH Size	Chiller Tonnage	Belt Size	Belt Qty	Air Filter Size	Air Filter Qty
Water Cooled		250				
Water Cooled		250				
Water Cooled		50				
AHU-A	100		B140	16	24 x 24 x 2	44
AHU-B	100		B 63	2	24 x 24 x 2	44
AHU-C	100		B 55	4	24 x 24 x 2	44
AHU-D	100		B 47	6	24 x 24 x 2	44
AHU-E	20				24 x 24 x 4	3
OHA	10				24 x 24 x 4	1
OHA	10				24 x 24 x 4	1
OHA	10				24 x 24 x 4	1
OHA	10				16 x 20 x 2	4
AHU-1	10				16 x 20 x 2	4
AHU-2	10				16 x 20 x 2	4
AHU-3	10				16 x 20 x 2	4
VAV Boxes					17 x 19 x 1	200
Boiler	15 BTUs					

3 Gas Department – 4225 S Port Ave, Corpus Christi, TX 78415

System	AH Size	Chiller Tonnage	Belt Size	Belt Qty	Air Filter Size	Air Filter Qty
Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2
Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2
Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2
Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2
Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2

Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2
Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2
Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2
Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2
Robur Gas Absorption Chiller		4.8			20 x 20 x 4	2
AHU	50				20 x 20 x 4	2

4 Police Department – 321 John Sartain St, Corpus Christi, TX 78401

System	AH Size	Chiller Tonnage	Compressor	Air Filter Size	Air Filter Qty
Water Cooled		136			
Water Cooled		136			
ACCU	3		3	24 x 24 x 4	2
ACCU	5		5	24 x 24 x 4	2
ACCU	7.5		7.5	24 x 24 x 4	2
AHU	11.5			24 x 24 x 4	2
AHU-1	5			24 x 24 x 4	2
AHU-2	5			24 x 24 x 4	2
AHU-6	3			24 x 24 x 4	2
AHU-7	7.2			24 x 24 x 4	2
AHU-8	4			24 x 24 x 4	2
AHU-9	8			24 x 24 x 4	2
AHU-10	2			24 x 24 x 4	2
AHU-11	2.6			24 x 24 x 4	2
AHU-12	1.5			24 x 24 x 4	2
AHU-13	6.5			24 x 24 x 4	2
AHU-14	7.5			24 x 24 x 4	2
AHU-15	6			24 x 24 x 4	2
AHU-16	7			24 x 24 x 4	2
AHU-17	12.5			24 x 24 x 4	2
AHU-18	2			24 x 24 x 4	2
AHU-19	5			24 x 24 x 4	2
AHU-20	3			24 x 24 x 4	2
AHU-21	9.5			24 x 24 x 4	2

AHU-24	8.5			24 x 24 x 4	2
ACCU	3			24 x 24 x 4	2
Boiler	15				

5 Frost Building – 2406 Leopard St, Corpus Christi, TX 78408

System	AH Size	Chiller Tonnage	Belt Size	Belt Qty	Air Filter Size	Air Filter Qty
Air Cooled		100				
Air Cooled		100				
AHU-6	16.5		B90	2	24 x 24 x 2	5
AHU-7	16.5		B100	2	24 x 24 x 2	5
AHU-8	16.5		BP71	2	24 x 24 x 2	5
AHU-9	16.5		BP90	4	24 x 24 x 2	5
AHU-10	16.5				24 x 24 x 2	5
AHU-11	16.5				24 x 24 x 2	5
Boiler	15 BTUs					

6 Water Department – 2726 Holly Road, Corpus Christi, TX 78415

System	AH Size	Chiller Tonnage	Compressor	Air Filter Size	Air Filter Qty
Gas		50			
Split	2		2	24 x 16 x 2	3
Split	2.5		2.5	24 x 16 x 2	3
AHU	10			16 x 20 x 2	3
AHU	13.5			16 x 20 x 2	3
AHU	13.5			16 x 20 x 2	3
AHU	13.5			16 x 20 x 2	3

7 Broadmoor Senior Center – 1651 Tartlon St, Corpus Christi, TX 78415

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	5	5	24x 25 x 4	2
Split	5	5	24x 25 x 4	2
Split	10	10	24x 25 x 4	2
Split	5	5	24x 25 x 4	2
Split	1.5	1.5	24x 25 x 4	2
Split	7.5	7.5	24x 25 x 4	2

8 Ethel Eyerly Senior Center – 654 Graham Rd, Corpus Christi, TX 78418

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	10	10	15 1/2 x 23 1/4 x 2	4
Split	7.5	7.5	15 1/2 x 19 1/2 x 2	4

Split	20	10	15 1/2 x 23 1/4 x 2	4
AHU		10	15 1/2 x 19 1/2 x 2	4

9 Garden Senior Center – 5325 Greely Dr, Corpus Christi, TX 78412

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	2.5	2.5	20 x 20 x 2	1
Split	3	3	20 x 20 x 2	1
Split	5	5	20 x 20 x 2	1
Split	5	5	20 x 20 x 2	1
Split	5	5	20 x 20 x 2	1
Split	5	5	20 x 20 x 2	1
Split	5	5	20 x 20 x 2	1
Split	5	5	20 x 20 x 2	1

10 Greenwood Senior Center – 4040 Greenwood Dr, Corpus Christi, TX 78416

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	5	5	20 x 25 x 2	3
Split	5	5	20 x 25 x 2	3
Split	50	50	20 x 25 x 2	3

11 Lindale Senior Center – 3135 Swantner St, 78404

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	4	4	24 x 16 x 2	1
Split	25	25	24 x 22 X 1	1
Split	15	15	24 x 22 X 1	1

12 Northwest Senior Center – 9725 Upriver Rd, Corpus Christi, TX 78410

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	12.5	12.5	16 x 25 X 2	2
Split	25	25	16 x 25 X 2	2
Split	20	10	16 x 25 X 2	2
AHU		10	16 x 25 X 2	2

13 Oveal Williams Senior Center – 1414 Martin Luther King Dr

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	4	4	16 x 25 X 2	2
Split	7.5	7.5	16 x 25 X 2	2
Split	5	5	16 x 25 X 2	1

Split	1.5	1.5	16 x 25 X 2	1
Split	5	5	16 x 25 X 2	2
Split	5	5	16 x 25 X 2	2

14 Zavala Senior Center – 510 Osage Dr, Corpus Christi, TX 78405

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	25	25	20 x 18 x 2	10
Split	7.5	7.5	20 x 18 x 2	5
Split	10	20	20 x 18 x 2	5
Split	10		16 x 25 X 2	4

15 La Retama Library – 805 Comanche St, Corpus Christi, TX 78401

System	AH Size	Chiller Tonnage	Compressor	Air Filter Size	Air Filter Qty
Air Cooled		100			
Air Cooled		100			
AHU	50			16x25x2	25
AHU	50			16x25x2	25
AHU	50			16x25x2	25
AHU	50			16x25x2	25
Split	5		5	24 x 24 x 2	5
Boiler	15 BTUs				

16 Hopkins Public Library – 3202 Mckinzie Rd, Corpus Christi, TX 78410

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	7.5	7.5	16 x 25 X 2	3
Split	15	15	16 x 25 X 2	3
Split	3	3	16 x 25 X 2	3
Split	5	5	16 x 25 X 2	3

17 Neyland Public Library – 1230 Carmel Pkwy, Corpus Christi, TX 78411

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	40	40	24 x 15 x 2	12
Split	7.5	7.5	24 x 15 x 2	12
Split	10	10	24 x 15 x 2	12

18 O.N. Stevens Water Treatment Plant – 13101 Leopard St, Corpus Christi, TX 78410

System	AH Size	Chiller Tonnage	Compressor	Air Filter Size	Air Filter Qty
Air Cooled		30			
AHU	20			24 x 15 x 2	3
AHU	10			24 x 15 x 2	3
Split	5		5	24 x 15 x 2	3
Split	2		2	24 x 15 x 2	3
Split	3		3	24 x 15 x 2	3
Split	2.5		5	24 x 15 x 2	3
Split	2.5			24 x 15 x 2	3
Split	5		5	24 x 15 x 2	3
Split	5		5	24 x 15 x 2	1
Split	5		5	24 x 15 x 2	1
Split	3		10	24 x 15 x 2	2
Split	3			24 x 15 x 2	2
Split	3			24 x 15 x 2	2
Split	4		4	24 x 15 x 2	1
Split	8		8	24 x 15 x 2	3
De-humidifier	400 CFM			24 x 15 x 2	2
De-humidifier	400 CFM			24 x 15 x 2	2
Split	3		3	24 x 15 x 2	1
Split	3		3	24 x 15 x 2	1
Split	3		3	24 x 15 x 2	1
Split	3		3	24 x 15 x 2	1
Split	3		3	24 x 15 x 2	1
RTU			7.5	24 x 15 x 2	1
Split	3.5		3.5	24 x 15 x 2	1
Split	3.5		3.5	24 x 15 x 2	1
Split	13		13	24 x 15 x 2	4
Split	3.5		3.5	24 x 15 x 2	1
Split	1.5		1.5	24 x 15 x 2	1
Split	2.5		2.5	24 x 15 x 2	1
Split	6		6	24 x 15 x 2	2
Split	6		6	24 x 15 x 2	2
RTU	7.5		7.5	24 x 15 x 2	1
RTU	10		10	24 x 15 x 2	1
RTU	20		20	24 x 15 x 2	1
Split	10		10	24 x 15 x 2	2
Wall mount	6		6	24 x 15 x 2	2
Wall mount	5		5	24 x 15 x 2	1

Wall mount	5		5	24 x 15 x 2	1
Wall mount	5		5	24 x 15 x 2	1
Wall mount	6		6	24 x 15 x 2	1

19 Solid Waste – 2525 Hygeia St, Corpus Christi, TX 78415

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
RTU		7.5	20 x 25 x 1	1
RTU		7.5	20 x 25 x 1	1
RTU		10	30 x 20 x 1	1
RTU		5	20 x 25 x 1	1
RTU		3	20 x 25 x 1	1
RTU		4	20 x 25 x 1	1
Split	2	2	20 x 25 x 1	1
Split	3	3	20 x 25 x 1	1

20 Animal Care – 2626 Holly Road, Corpus Christi, TX 78415

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	12.5	12.5	20 x 24 x 2	4
Split	5	5	20 x 24 x 2	1
Split	2	2	20 x 24 x 2	1
Split	2	2	20 x 24 x 2	1
Split	2.5	2.5	20 x 24 x 2	1
Split	2	2	20 x 24 x 2	1
Split	25	25	20 x 24 x 2	4

21 Signs & Signals Building – 2525 Hygeia St, Corpus Christi, TX 78415

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
RTU		10	20 x 24 x 2	3
RTU		7.5	20 x 24 x 2	3

22 PD Holly Warehouse – 1501 Holly Rd, Corpus Christi, TX 78415

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	7.5	7.5	20 x 24 x 2	3

Split	7.5	7.5	20 x 24 x 2	3
Split	12.5	12.5	20 x 24 x 2	5
Split	2	2	20 x 24 x 2	1
Mini-Split		1	20 x 24 x 2	1
Mini-Split		3	20 x 24 x 2	1

23 PD Internal Affairs – 5805 Williams Dr

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	4	4	24 x 24 x 2	2
Split	5	5	24 x 24 x 2	2

24 PD Flour Bluff – 1456 Waldron Rd

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
RTU	3	3	24 x 24 x 2	2
RTU	3	3	24 x 24 x 2	2
RTU	5	5	24 x 24 x 2	2

25 Park Ops – 5352 Ayers St, Corpus Christi, TX 78415

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	3	3	24 x 24 x 2	2
Split	3	3	24 x 24 x 2	2
Split	5	5	24 x 24 x 2	2

26 Fleet Services – 5352 Ayers St, Corpus Christi, TX 78415

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	3	3	24 x 24 x 2	2
Split	3	3	24 x 24 x 2	2
Split	5	5	24 x 24 x 2	2

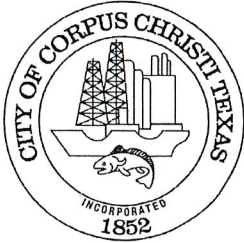
27 Facility Maintenance – 5352 Ayers St, Corpus Christi, TX 78415

System	AH Size	Compressor	Air Filter Size	Air Filter Qty
Split	3	3	24 x 24 x 2	2

Split	3	3	24 x 24 x 2	2
Split	5	3	24 x 24 x 2	2

28 McDonald Library – 4044 Greenwood Rd, Corpus Christi, TX 78416

System	AH Size	Chiller Tonnage	Compressor	Air Filter Size	Air Filter Qty
Air Cooled		150			
Air Cooled		150			
AHU	50			16 x 25 x 2	25
AHU	50			16 x 25 x 2	25
AHU	50			16 x 25 x 2	25
AHU	50			16 x 25 x 2	25
AHU	50			16 x 25 x 2	25
Split	5		5	24 x 24 x 2	5
Boiler	4 BTUS				



Attachment B: Bid/Pricing Schedule

**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
DEPARTMENT
BID FORM**

RFB No. 2581

**HVAC Preventative Maintenance and Repair
Services**

PAGE 1 OF 2

Date: 12/02/2019

Bidder: Coastline Refrigeration & Service

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 Contracts and Procurement 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.

Item	Location	UNIT	QTY-3 years	Unit Price	Total Price
Preventative Maintenance, Inspection and Water Treatment Services (at applicable locations only marked as *)					
1*	Health Services	Year	3	\$18,260.00	\$54,780.00
2*	City Hall	Year	3	\$74,300.00	\$222,900.00
3*	Gas Department	Year	3	\$16,480.00	\$49,440.00
4*	Police Department	Year	3	\$25,290.00	\$75,870.00
5	Frost Building	Year	3	\$13,530.00	\$40,590.00
6*	Water Department	Year	3	\$16,400.00	\$49,200.00
7	Broadmoor Senior Center	Year	3	\$1,500.00	\$4,500.00

8	Ethel Eyerly	Year	3	\$1,500.00	\$4,500.00
9	Garden Senior Center	Year	3	\$1,680.00	\$5,040.00
10	Greenwood Senior Center	Year	3	\$1,680.00	\$5,040.00
11	Lindale Senior Center	Year	3	\$1,600.00	\$4,800.00
12	Northwest Senior Center	Year	3	\$1,780.00	\$5,340.00
13	Oveal Williams Senior Center	Year	3	\$1,800.00	\$5,400.00
14	Zavala Senior Center	Year	3	\$1,800.00	\$5,400.00
15*	La Retama Library	Year	3	\$11,330.00	\$33,990.00
16	Hopkins Public Library	Year	3	\$1,800.00	\$5,400.00
17*	Neyland Public Library	Year	3	\$3,220.00	\$9,660.00
18	O.N. Stevens WWTP	Year	3	\$23,830.00	\$71,490.00
19	Solid Waste	Year	3	\$2,400.00	\$7,200.00
20	Animal Care	Year	3	\$2,400.00	\$7,200.00
21	Signs and Signals Building	Year	3	\$1,600.00	\$4,800.00
22	PD Holly Warehouse	Year	3	\$1,600.00	\$4,800.00
23	PD Internal affairs	Year	3	\$1,600.00	\$4,800.00
24	PD Flour Bluff	Year	3	\$1,600.00	\$4,800.00
25	Park Ops	Year	3	\$1,600.00	\$4,800.00
26	Fleet Services	Year	3	\$1,600.00	\$4,800.00
27	Facility Maintenance	Year	3	\$1,600.00	\$4,800.00
28*	McDonald Library	Year	3	\$8,220.00	\$24,660.00
Item	Description	UNIT	QTY-3 years	Unit Price	Total Price
Repairs					
29	HVAC Technician Normal Hours (M-F 8:00 AM to 5:00 PM)	Hours	5,000	\$50.00	\$250,000.00
30	HVAC Helper Normal Hours (M-F 8:00 AM to 5:00 PM)	Hours	5,000	\$30.00	\$150,000.00

Item	Description	UNIT	QTY-3 years	Unit Price	Total Price
31	HVAC Technician Afterhours, Weekends and Holidays	Hours	100	\$50.00	\$5,000.00
32	HVAC Helper Afterhours, Weekends and Holidays	Hours	100	\$30.00	\$3,000.00
		Estimated Spend	Markup (%)		
33	Parts/Materials	\$800,000	10%	<i>MO</i> \$727,272.75	<i>MO</i> \$880,000.00 \$800,000.00
Total					\$1,934,000.00

MO \$2,013,940.00

ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000
INSTALLATION FLOATER	Value of the equipment

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi

Attn: Risk Manager

P.O. Box 9277

Corpus Christi, TX 78469-9277

- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change 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 suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement

2019 Insurance Requirements

Ins. Req. Exhibit **4-I**

Contracts for General Services – Services Performed Onsite – Installation Floater

05/31/2019 Risk Management – Legal Dept.

BONDS

No bonds are required; therefore Section 5(B) is null to this Service Agreement.

ATTACHMENT D: WARRANTY REQUIREMENTS

- A. The Contractor shall warrant materials and workmanship against defects arising from faulty material, faulty workmanship for a period of 12 months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the City.
- B. Where items of equipment or material carry a manufacturer's warranty for any period in excess of 12 months, then the manufacturer's warranty shall apply for that piece of material or equipment. The Contractor shall replace such defective equipment or materials, without cost to the City, within the manufacturer's warranty period.
- C. The Contractor shall clean the system at no additional charge if the condenser or boiler become fouled by calcium carbonate scale during the term of the contract.
- D. Any additional service call to repair deficiencies previously addressed will not be considered for payment.