

## SERVICE AGREEMENT NO. 2841

### Gantry Crane Lifting Beam for Stop Logs at Choke Canyon Dam

THIS **Gantry Crane Lifting Beam for Stop Logs at Choke Canyon Dam Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Blastco Texas, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Gantry Crane Lifting Beam for Stop Logs at Choke Canyon Dam in response to Request for Bid/Proposal No. 2841 ("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 Gantry Crane Lifting Beam for Stop Logs at Choke Canyon Dam ("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 six months, 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-month 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 \$85,000.00, 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: Joanna Moreno  
Department: Utilities Department  
Phone: (361) 826-1649  
Email: JoannaM@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 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator 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: Joanna Moreno  
Title: Contracts Fund/Administrator  
Address: 2726 Holly Road, Corpus Christi, Texas 78415  
Phone: (361) 826-1649  
Fax: (361) 826-4495

**IF TO CONTRACTOR:**

Blastco Texas, Inc.  
Attn: Steve Wissing

Title: Senior Project Manager  
Address: 16201 Wood Drive, Channelview, Texas 77530  
Phone: (281) 590-3200  
Fax: (281) 590-3234

**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.**

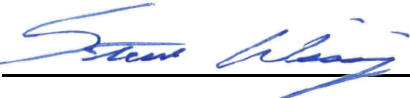
(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure 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. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

26. **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: Steve Wissing

Title: Manager - Sales & Project Controls

Date: 5-7-2020

**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. 2841
- Exhibit 2: Contractor's Bid/Proposal Response

## **Attachment A- Scope of Work**

### **1.1 General Requirements**

- A. The Contractor shall manufacture beam, deliver and install, and provide appurtenances and incidentals necessary for a complete and functioning lifting beam.
- B. The Contractor shall manufacture lifting beam as per specification and drawings outlined in this Scope of work.
- C. The purpose of this lifting beam is to use with a gantry crane to lift and place steel stoplogs at the Choke Canyon Dam.

### **1.2 Specification**

#### **A. Fabrication**

- 1. The Contractor shall manufacture lifting beam as per drawings attached in \*Attachment A-1. Drawings indicate the design, sections and weights of members. The Contractor shall not change drawings or specification without written permission from the Contract Administrator.
- 2. The Contractor shall perform thermal cutting by machine to greatest extent possible. The Contractor shall plane thermally cut edges to be welded to comply with requirements in American Welding Society (AWS) D1.1
- 3. The Contractor shall cut, drill or punch bolt holes perpendicular to metal surfaces. All holes shall be American Institute of Steel Construction (AISC) standard unless noted otherwise.
- 4. The Contractor shall accurately finish ends of column and other members transmitting bearing loads.
- 5. The Contractor shall clean and prepare steel surfaces that are to remain unpainted according to (Society of Protective Coating) SSPC- SP 2, Hand Tool Cleaning
- 6. The Contractor must comply with AWS D1.1 for welding procedure specifications, tolerances, appearance and quality of welds and for methods used in correcting welding work.
- 7. The Contractor shall assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's code of Standard practice for Steel Buildings and Bridges for mill material.

#### **B. Materials**

The Contractor shall manufacture lifting beam to the dimension demonstrated on the design drawings and shall be made of ASTM A572 Grade 50 HSLA Steel unless specified otherwise in the design drawings.



**C. Coatings and Color Selection**

1. Protective coatings are special coatings to be used at specific locations or on specific surfaces as indicated herein. Every surface of every description, except those which are specifically noted not to receive a coating finish, shall be covered by a paint system as specified in this section.
2. Surface preparation and application of coatings shall be in accordance with applicable standards of the Society for Protective Coatings (NACE No. 2/SSPC-SP10) and the manufacturer’s recommended methods.
3. Coating shall be applied by skilled workmen and shall be brushed out or sprayed evenly, without runs, crazing, sags, or other blemishes. Apply coating by brush or spray as noted in the specifications
4. Primers and finish coats shall be manufactured by the same manufacturer. Coatings shall be from the same batch. Products previously used on beam are preferred but any other brand of equivalent or higher quality may be used. Products previously used on existing beam are as follows:
  - a. Carboline, Carbozinc 859 (Zinc-Rich Primer)
  - b. Carboline, Carboguard 890 VOC (Epoxy-Polyamide Coating)
  - c. Carboline, Carbothane 134 HG, (Acrylic Aliphatic Polyurethane Topcoat)
  - d. Coatings shall follow Specs outlined below.

SPEC. NO.	PREP. NO.	SURFACE DESCRIPTION	COAT(S)	PRODUCT	DFT (MILS)
SS-3	SP10	STRUCTURAL STEEL AND MISC. METALS NORMALLY DRY	STRIPE	ZINC-RICH PRIMER	3-5
			PRIME	ZINC-RICH PRIMER	
			STRIPE	EPOXY-POLYAMIDE	6-8
			INTERMEDIATE(S)	EPOXY-POLYAMIDE	
			FINISH	ACRYLIC ALIPHATIC POLYURETHANE	

5. Use a multi-color system coating for any surface receiving more than one coat. Each coat shall be tinted differently from the preceding coat in a manner that will allow the various coats to be easily distinguished. Colors shall generally be from light to dark shades, but the Contractor may have the option to select tint shades to ensure coats will receive adequate coverage without bleeding or otherwise showing through the preceding coat.
6. The color for the stop log lifting beam shall be in gray gradient like existing beam.

**D. Delivery, Installation and Testing**

1. The Contractor shall deliver a new, unused, fully assembled and shop tested (at manufacturing facility) lifting beam at Choke Canyon Dam located at 150 South Shores Park Rd, Three Rivers, TX 78071.

2. The equipment furnished shall be fabricated, assembled, in full conformance with specifications, engineering data, and/or recommendations furnished by the equipment manufacturer.
3. Before installing, the Contractor shall remove existing lifting beam following safety standards.
4. The Contractor shall dispose existing lifting beam as per federal, state and local rules and regulations.
5. The Contractor shall follow safety rules and regulation during installation.
6. The Contractor shall install as per manufacturer and Contract Administrator recommendation.
7. The Contractor shall provide certification for the completion of the shop testing and installation pre-commissioning checklist.

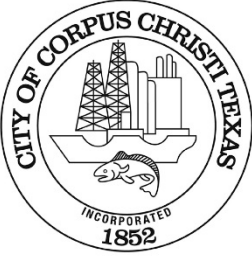
### **1.3 Warranty**

- A. The Contractor shall provide a written 1-year standard warranty from the date of use of the equipment and coatings and shall guarantee that there are no defects in material or workmanship in an item supplied.
- B. The warranty repairs shall be corrected immediately upon notification.

### **1.4 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.

\*Attachment A-1 (drawings) is available upon request.



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

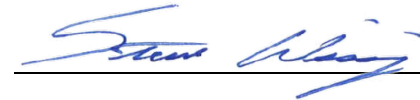
**RFB No. 2841  
Gantry Crane Lifting Beam for Stop Logs at  
Choke Canyon Dam**

PAGE 1 OF 1

Date: 3/10/2020

Bidder: Blastco Texas nc

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	Description	UNIT	QTY	Unit Price	Total Price
1	Lifting Beam as per Scope of work and drawings	EA	1	\$75,000.00	\$75,000.00
2	Removal and Disposal of current Lifting beam and Installation of new lifting beam	Lumpsum	1		\$10,000.00
<b>Total</b>					\$85,000.00

## ATTACHMENT C- INSURANCE REQUIREMENTS

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator 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 **endorsement** is required on GL, AL and WC if applicable. **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.	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including:  1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including)  1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION  Employers Liability	Statutory  \$500,000/\$500,000/\$500,000

PROFESSIONAL LIABILITY  (Errors and Omissions)	\$1,000,000 Per Claim  (Defense costs not included in face value of the policy)  If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.
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- 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 insured 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.

2019 Insurance Requirements

Ins. Req. Exhibit

Contracts for General Services – Services Performed Onsite – Professional Liability

11/27/2019 Risk Management – Legal Dept.

## **Attachment C – Insurance Requirements**

Section 5. Insurance; Bond, is hereby void as no insurance is required for this service agreement.

## **Attachment D - Warranty Requirements**

- A. The Contractor shall provide a written 1-year standard warranty from the date of use of the equipment and coatings and shall guarantee that there are no defects in material or workmanship in an item supplied.
- B. The warranty repairs shall be corrected immediately upon notification.