

SERVICE AGREEMENT NO. 101201

Oso WasteWater Treatment Plant Network Upgrade

THIS **Oso WasteWater Treatment Plant Network Upgrade Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Great South Texas Corp dba Computer Solutions ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Oso WasteWater Treatment Plant Network Upgrade in response to Request for Bid/Proposal No. DIR-TSO-1467/R101201 ("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 Oso WasteWater Treatment Plant Network Upgrade ("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 Division, or the performance date listed in the notice to proceed, whichever is later. 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 in writing prior to the expiration of the original term or the then-current Option Period.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$126,866.69, 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 must 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:

Alan Carlos
IT Department
361-826-3782
AlanCarlos@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.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
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: Alan Carlos
Assistant Director of Information Technology
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3782
Fax: n/a

IF TO CONTRACTOR:

Great South Texas Corp dba Computer Solutions
Attn: David Jones
Inside Sales Representative
814 Arion Parkway, Suite 101, San Antonio, TX 78216
Phone: 210-369-0300
Fax: 210-369-0389

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 may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City 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 may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City 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. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

21. 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.

- 22. 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.
- 23. 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).
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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

DocuSigned by:
Signature: David Jones
194FE773B5EC4DD...
Printed Name: David Jones
Title: Inside Sales Associate
Date: 4/8/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Interim Assistant Director, Contracts and Procurement

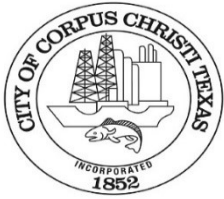
Date: _____

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. DIR-TSO-1467/R101201
Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

Project Name: OSO Wastewater Treatment Plant Network System Upgrade

Project Address: City of Corpus Christi, City Hall, 1201 Leopard Street, 1st Floor, Corpus Christi Texas, 78401

Background: The City of Corpus Christi Information Technology (IT) Department is implementing a new Rockwell SCADA System at the OSO Wastewater Treatment Plant. The current network does not meet new SCADA Standards.

Scope of Work

Services Part#COMSOL-PS:

- A. Implementation & Configuration of Network BOM consisting of (1) FPR1150 Firewall, (1) C9300 Switch, (5) IE5K Switches and associated licensing and components.
- B. Contractor shall assist the City of Corpus Christi with the deployment and implementation of a new Operational Technology "OT" Network at the Oso Wastewater Treatment Plant.
- C. The City's primary Information Technology "IT" Network will provide a demarcation point at an existing Cisco 9300 located within the Administration Building at Oso Wastewater.
- D. From that point, the new OT Network will transition through a Cisco 1150 Firewall, which will then provide connectivity to an OT Network MDF switch (Cisco 9300-24U-A) for OT routing within the plant. This MDF switch will provide 10Gb connectivity to five (5) environmentally hardened Cisco IE5000 switches over existing single-mode fiber.
- E. These IE5000 switches will be located in the various control buildings and NEMA boxes throughout the plant and facilitate connections to OT equipment. Computer Solutions will provide engineering resources to physically install and configure the new Cisco equipment.

Attachment B: Bid/Pricing Schedule**Great South Texas Corp dba Computer Solutions**

814 Arion Parkway, Suite 101
 San Antonio, Texas 78216
 United States
<http://www.comsoltx.com>
 (P) (210) 369-0300
 (F) 210-369-0389

Quote (Open)

Date Dec 14, 2020 05:50 PM CST	Expiration Date 05/31/2021
Modified Date Mar 29, 2021 12:10 PM CDT	
Doc # 1027764 - rev 2 of 2	
Description Oso Wastewater OT	
SalesRep Jones, David (P) 210-369-0318 (F) 210-369-0389	
Customer Contact Carlos, Alan (P) 361-826-3782 alancarlos@cctexas.com	

Customer

City of Corpus Christi (16975)
 Carlos, Alan
 1201 Leopard Street
 Corpus Christi, TX 78401
 United States
 (P) 361-826-3740

Bill To

City of Corpus Christi
 Accounts, Payables
 1201 Leopard Street
 Corpus Christi, TX 78401
 United States
 (P) 361-826-4091
 (F) 361-826-4551

Ship To

City of Corpus Christi
 1201 Leopard Street
 Corpus Christi, TX 78401
 United States
 (P) 361-826-3740









Certifications: WBE/SBE/HUB#

1942650013800 Exp: 04/26/2022

Sales Order Type: Drop Ship -
 Ship to customers location

Customer PO:	Terms: Net 30 Days	Ship Via: FedEx Ground
Special Instructions:	Carrier Account #:	

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
1		Cisco SFP+ Copper Twinax Cable Direct attach cable - SFP+ to SFP+ - 3.3 ft - twinaxial - for 250 Series; Catalyst 2960, 2960G, 2960S; Nexus 93180, 9336, 9372; UCS 6140, C4200 Note: DIR-TSO-4167 Cisco - 44%	SFP-H10GB-CU1M=	\$109.35	1	\$61.24	\$61.24
2		Cisco FirePOWER 1150 Next-Generation Firewall Firewall - front to back airflow - 1U - rack-mountable Note: DIR-TSO-4167 Cisco - 59% Included Components: CAB-AC 1 AC Power Cord (North America), C13, NEMA 5-15P, 2.1m SF-F1K-TD6.6-K9 1 Cisco Firepower Threat Defense software v6.6 for FPR1000 FPR1K-RM-SSD200- 1 Cisco Firepower 1K Series 200GB for FPR-1120/1140 FPR1K-RM-ACY-KIT 1 Cisco Firepower 1K Series Accessory Kit for FPR-1120/1140 FPR1000-ASA 1 Cisco Firepower 1000 Standard ASA License	FPR1150-NGFW-K9	\$15,047.48	1	\$6,169.47	\$6,169.47
3		Cisco Smart Net Total Care Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: FPR1150-NGFW-K9 Note: DIR-TSO-4167 Cisco - 20% 3 Year SNT 8x5xNBD Smartnet	CON-SNT-FPR1150N	\$1,200.00	3	\$960.00	\$2,880.00
4		Cisco Threat Defense Threat Protection Subscription license (3 years) - 1 appliance - ESD - for P/N: L-FPR1150T-T= Note: \$0 at initial purchase, will drive True-Up on next annual of SEC-EA	L-FPR1150T-T-3Y	\$7,200.00	1	\$0.00	\$0.00
5		Cisco SFP+ Copper Twinax Cable Direct attach cable - SFP+ to SFP+ - 3.3 ft - twinaxial - for 250 Series; Catalyst 2960, 2960G, 2960S; Nexus 93180, 9336, 9372; UCS 6140, C4200 Note: DIR-TSO-4167 Cisco - 44%	SFP-H10GB-CU1M=	\$109.35	1	\$61.24	\$61.24
6		Cisco Catalyst 9300 Network Advantage - switch - L3 - managed - 24 x 10/100/1000 (UPOE) - rack-mountable - UPOE (830 W)	C9300-24U-A	\$6,466.07	1	\$3,621.00	\$3,621.00

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
		Note: DIR-TSO-4167 Cisco - 44% Included Components: SC9300UK9-173 1 UNIVERSAL PWR-C1-1100WAC-P 1 1100W AC 80+ platinum Config 1 Power Supply CAB-TA-NA 2 North America AC Type A Power Cable C9300-SSD-NONE 1 No SSD Card Selected C9300-STACK-NONE 1 No Stack Cable Selected C9300-SPWR-NONE 1 No Stack Power Cable Selected					
7		Cisco SMARTnet Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-24U-A, C9300-24U-A=, C9300-24U-A-RF Note: DIR-TSO-4167 Cisco - 20% 3 Year SNT 8x5xNBD Smartnet	CON-SNT- C93002UA	\$463.57	3	\$370.86	\$1,112.58
8		Cisco Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for Catalyst 3850-48F-E, 3850-48F-L, 3850-48F-S Note: DIR-TSO-4167 Cisco - 44%	PWR-C1- 1100WAC- P/2	\$1,906.65	1	\$1,067.72	\$1,067.72
9		Cisco Digital Network Architecture Advantage Term License (3 years) - 24 ports - for P/N: C9300-24H-A, C9300-24U-A, C9300- 24UB-A, C9300-24UX-A, C9300-24UXB-A, C9300-DNA-A-24= Note: \$0 at initial purchase, will drive True-Up on next annual of EN-EA Included Components: C9300-DNA-A-24 1 C9300 DNA Advantage, 24-port Term Licenses C9300-NW-A-24 1 C9300 Network Advantage, 24-port license PI-LFAS-T 1 Prime Infrastructure Lifecycle & Assurance Term - Smart Lic PI-LFAS-AP-T-3Y 1 PI Dev Lic for Lifecycle & Assurance Term 3Y	C9300-DNA- A-24-3Y	\$2,017.04	1	\$0.00	\$0.00
10		Cisco Catalyst 9300 Series Network Module Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 Note: DIR-TSO-4167 Cisco - 48%	C9300-NM- 8X	\$2,558.93	1	\$1,330.64	\$1,330.64
11		Cisco SFP+ transceiver module - 10 GigE - 10GBase-LR - LC/PC single-mode - up to 6.2 S= miles - 1310 nm Note: DIR-TSO-4167 Cisco - 44%	SFP-10G-LR-	\$2,086.00	5	\$1,168.16	\$5,840.80
12		Cisco Industrial Ethernet 5000 Series Switch - managed - 4 x 1 Gigabit / 10 Gigabit SFP+ + 12 x Fast Ethernet/Gigabit SFP + 12 x 10/100/1000 (PoE+) - rack-mountable - PoE+ - TAA Compliant Note: DIR-TSO-4167 Cisco - 59% Included Components: SIE5UK9T-15207E 5 Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR RPS-IE5000-COVER 5 Power Supply Blank for IE5000	IE-5000- 12S12P-10G	\$25,289.00	5	\$10,368.49	\$51,842.45
13		Cisco SMARTnet Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: IE-5000-12S12P-10G, IE500012S12P10G-RF, IE500012S12P10G-WS Note: DIR-TSO-4167 Cisco - 20% 3 Year SNT 8x5xNBD Smartnet	CON-SNT- IES12P50	\$2,369.93	15	\$1,895.95	\$28,439.25
14		Cisco Power supply - hot-plug (plug-in module) - AC 100-240/ DC 100-250 V - 250 Watt - AC-DC-250 for Industrial Ethernet 4000 Series, 5000 Series Note: DIR-TSO-4167 Cisco - 58%	PWR-RGD-	\$1,404.90	10	\$590.06	\$5,900.60
15		Cisco Digital Network Architecture Advantage Term License (3 years) Note: \$0 at initial purchase, will drive True-Up on next annual of EN-EA	IE5000-DNA- A-H-3Y	\$1,906.65	5	\$0.00	\$0.00
16		Cisco Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for Catalyst 3850-24, 3850-48, 9200 Note: DIR-TSO-4167 Cisco - 44%	CAB-TA-NA=	\$50.18	10	\$28.10	\$281.00
17		Cisco SFP+ transceiver module - 10 GigE - 10GBase-LR - LC/PC single-mode - up to 6.2 X= miles - 1310 nm Note: DIR-TSO-4167 Cisco - 44%	SFP-10G-LR-	\$4,356.68	5	\$2,439.74	\$12,198.70
18		C2G 2m LC-LC 9/125 Single Mode OS2 Fiber Cable Yellow - 6ft - Patch cable - LC single-mode (M) to LC single-mode (M) - 2 m - fiber optic - OS2	26264	\$43.99	10	\$30.00	\$300.00

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
19		ComSol Professional Services: Installation & Configuration Fixed Bid Service Ticket	COMSOL-PS	\$5,760.00	1	\$5,760.00	\$5,760.00
Note: ComSol DIR-TSO-4167 (Cisco) Sr. Engineer 24 Hours @ \$240/Hour Implementation & Configuration of Network BOM consisting of (1) FPR1150 Firewall, (1) C9300 Switch, (5) IE5K Switches and associated licensing and components.							

Notes

Cisco DIR-TSO-4167 - Expires 07/03/2021
Co. Certifications: HUB/SBE/WBE

Subtotal:	\$126,866.69
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$126,866.69
(List Price:	\$264,896.88)

Thank you for the opportunity to provide this quote.

Freight charges are estimates only.

Returns are subject to approval and may include a restocking fee.

Attachment C: Insurance Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

1. 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.
2. Contractor must furnish to the City's Risk Manager and Contract Administer 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
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
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

3. 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.

B. ADDITIONAL REQUIREMENTS

1. 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.

2. 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.
3. 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

4. **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 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
5. Within 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.
6. 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.

7. 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.
8. 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.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2020 Insurance Requirements

Ins. Req. Exhibit **7-D**

IT Contracts – Hardware Installation

06/08/2020 Risk Management – Legal Dept.

Attachment D: Warranty Requirement

Warranty is not required for this service agreement; therefore, Section 8-Warranty, subsection 8 (A) and 8 (B) are null and void.