



CONTRACTS ADMINISTRATION
6300 Ocean Drive, Unit 5731
Corpus Christi, TX 78412-5731

May 30, 2023

Ms. Yousra Asim
Business Execution Analyst
Wells Fargo
ATM Strategy & Vendor Solutions / Consumer & Small Business Banking
333 Market Street, 25th Floor
San Francisco, California 94105

via email: yousra.asim@wellsfargo.com

Re: Request for ATM refresh/replacement – ATM ID No. 24530
Lease Agreement April 1, 2023 – March 31, 2028

Ms. Asim:

We are in receipt of your May 23, 2023 email with schematic attachment, requesting the refresh/replacement of the Wells Fargo ATM on the TAMU-CC campus over the next 30-45 days.

TAMU-CC has reviewed the schematic you sent over, and our Associate Vice President for Operations has no objection to the proposed refresh/replacement Wells Fargo has requested. This letter shall serve as approval to coordinate commencement of work proposed by Wells Fargo.

To minimize the impact of service disruption of the ATM, as well as immediate area of the ATM location that would be blocked off, it is imperative that choosing dates for the work to be performed be coordinated with TAMU-CC, as there are other projects occurring on campus as well as campus events that occur during the summer months.

Points of contact to schedule and coordinate the proposed work:

TAMU-CC

Scott Meares
Associate Vice President for Operations
6300 Ocean Drive, Unit 5739
Corpus Christi, Texas 78412
Telephone: (361) 825-2107
Email: scott.meares@tamucc.edu

Cennox (subcontractor for Wells Fargo)

Kristin Mussett
Project Manager
42068 Winchester Road
Temecula, California 92590
Telephone: (832) 318-7231
Email: Kristin.mussett@cennox.com

Ms. Yousra Asim, Business Execution Analyst
Wells Fargo, ATM Strategy & Vendor Solutions
Re: ATM refresh/replacement
May 30, 2023

and

Julie Shuttlesworth
Assistant Vice President for Student Life
Student Engagement and Success
6300 Ocean Drive, Unit 5755
Corpus Christi, Texas 78412
Telephone: (361) 825-6223
Email: julie.shuttlesworth@tamucc.edu

We do have a certificate of insurance on file for Wells Fargo with current coverage dates of April 1, 2020 through April 1, 2025.

It is our understanding that Wells Fargo will be retaining Cennox as its subcontractor to perform the work. We require that an Acord Certificate of Insurance from Cennox be transmitted to contracts@tamucc.edu prior to the work being performed on the campus with the coverages and additional insureds specified in the attached Exhibit A.

Sincerely,

Deborah A.G. Zentmire
Contracts Manager, CTCM

cc: Jaclyn Mahlmann, Vice President for Finance & Administration
Scott Meares, Associate Vice President for Operations
Keith Franger, Project Coordinator
Julie Shuttlesworth, Assistance Vice President for Student Life
Clark Tabbert, Vice President, Wells Fargo Bank, N.A.
Kristin Mussett, Project Manager, Cennox

ACCEPTANCE BY WELLS FARGO BANK, N.A.:

By: _____
Name: _____
Title: _____
Dated: _____

Ms. Yousra Asim, Business Execution Analyst
Wells Fargo, ATM Strategy & Vendor Solutions
Re: ATM refresh/replacement
May 30, 2023

EXHIBIT A

Wells Fargo – lease of April 1, 2023 – March 31, 2028
refresh/replacement of ATM (ID No. 24530)
Texas A&M University – Corpus Christi

INSURANCE

- 1) Subcontractor Cennox shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Customer. By requiring such minimum insurance, TAMU-CC shall not be deemed or construed to have assessed the risk that may be applicable to Cennox. Cennox shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Cennox is not relieved of any liability or other obligations by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMU-CC at least ten days before the effective date of the cancellation.

Insurance:

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M University – Corpus Christi. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

C. <u>Commercial General Liability</u>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000

Ms. Yousra Asim, Business Execution Analyst
Wells Fargo, ATM Strategy & Vendor Solutions
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Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$
Medical Payments	\$ 5,000

The required commercial general liability policy will be issued on a form that insures Cennox or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

- D.** Cennox will deliver to TAMU-CC: Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Cennox under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi as Additional Insureds up to the actual liability limits of the policies maintained by Cennox. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi. No policy will be canceled without unconditional written notice to Texas A&M University – Corpus Christi at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University – Corpus Christi ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required.

Any deductible or self-insured retention must be declared to and approved by TAMU-CC prior to the performance of any services by Cennox. Cennox is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically to TAMU-CC's Contracts Administration at contracts@tamucc.edu.

The insurance coverage required will be kept in force until all services have been fully performed and accepted by TAMU-CC in writing.