

SERVICE AGREEMENT NO. 3511

Unleaded Gasoline, Ultra Low Sulfur Diesel (TX LED) Fuel and Red Dye Diesel Delivery Service

THIS **Unleaded Gasoline, Ultra Low Sulfur Diesel (TX LED) Fuel and Red Dye Diesel Delivery Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Mansfield Oil Company of Gainesville, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Unleaded Gasoline, Ultra Low Sulfur Diesel (TX LED) Fuel and Red Dye Diesel Delivery Service in response to Request for Bid/Proposal No. 3511 ("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 Unleaded Gasoline, Ultra Low Sulfur Diesel (TX LED) Fuel and Red Dye Diesel Delivery Service ("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, 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 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 \$8,577,616.83, 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: Erlinda Klubertabz
Department: Asset Management
Phone: (361) 826-1903
Email: Erlinda@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: Erlinda Klubertanz
Title: Interim Assistant Director for Asset Management
Address: 5352 Ayers, Corpus Christi, Texas 78415
Phone: (361) 826-4394
Fax: (361) 826-4394

IF TO CONTRACTOR:

Mansfield Oil Company of Gainesville, Inc.
Attn: Dan Luther
Title: VP, Government Sales
Address: 1025 Airport Parkway SW, Gainesville, GA 30501-6813
Phone: 1-800-695-6626
Fax: (678) 450-2242

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. 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

Signature: 

Printed Name: Chris Castro

Title: Sc. Manager

Date: 4/11/2021

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. 3511
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide and deliver Unleaded Gasoline, Ultra Low Sulfur Diesel (TX LED) Fuel and Red Dye Diesel. This fuel will be delivered on as needed basis to the City's location shown in Exhibit A

1.2 Scope of Work

- A. The Contractor shall provide all labor, transportation, and supervision during the life of the Contract. The Contractor must be adequately equipped, supplied, and staffed to meet the City's requirements promptly and efficiently. The Contractor shall ensure that a vapor recovery hose and connection system are properly installed prior to transferring and dispensing fuel. Drivers are not to leave hoses unattended during fueling operations.
- B. The Contractor shall take all due precautions to prevent spillage of these products during delivery. Proper equipment maintenance constant inspection, and where necessary, the use of collection pans during fuel transfer, will be employed to avoid leaks or spills. In the event of a spill, the Contractor shall be responsible for immediate containment, mitigation of the effects of the spill and cleanup of the spilled products at no cost to the City of Corpus Christi. Should the Contractor fail to take immediate action, the City may contract with a third party to accomplish the required control actions and will hold the Contractor responsible for the cost incurred and may be grounds for termination of the contract. A copy of the Contractor's spill containment policy may be requested.
- C. The services required under this procurement are vital to the operation of the City of Corpus Christi and required during Emergency situations such as hurricanes and other catastrophes, whether man made or natural. Time is the essence during these situations and the Contractor shall be available at any time, day, or night during those periods. **Emergency contact information shall be kept current throughout the life of this contract.** Upon request, the Contractor must be prepared and ready to deliver tankers of Unleaded Gasoline, Ultra Low Sulfur Diesel (TX LED), and Red Dye diesel fuel to the Service center located at 5352 Ayers and locations on Exhibit A.
- D. The City of Corpus Christi will take PRIORITY over contracts the Contractor may have during emergency situations.
- E. If the Contractor is unable to meet the emergency requirement, the City will locate and purchase the required fuel and any cost incurred, including additional cost over the bid price, will be charged to the Contractor.

1.3 Delivery Requirements

- A. For Fuel orders placed by the Asset Management Department between 8:00 a.m. and 9:00 a.m. shall be delivered prior to 5:00 p.m. same day. Fuel orders placed after 9:00 a.m. shall be delivered the following day before noon. If the deliveries are not made within the time required, the City reserves the right to locate the product and any cost incurred, including additional cost over the bid price, will be charged to the Contractor.
- B. Upon request, fuel deliveries will be made to the requesting departments shown in Exhibit A.
- C. Refinery manifest indicating gross/net gallons must accompany all deliveries. All tank wagons making deliveries must be metered and must be verified by City personnel.

1.4 Special Instructions

- A. The City reserves the right to have diesel fuel tested by a recognized independent petroleum testing laboratory at the Contractor's expense.
- B. These tests can be scheduled at any time the City deems necessary; not to exceed three times during the twelve-month contract term.
- C. The Contractor must submit, with each delivery a Safety Data Sheet (SDS) similar to the U.S. Department of Labor form LSB-00 S 5.
- D. Contractors must comply with all ASTM test methods as required by Title 30 Environmental Quality, Part 1 Texas Commission on Environmental Quality Chapter 114 Control of Air Pollution from Motor Vehicles, Subchapter H Low Emission Fuels, Division 2 Low Emission Diesel Rule 114.315 Approved Test Methods(TX LED), September 13, 2012.
- E. The Contractor must include with the bid any and all taxes and fees to be charged per gallon in Federal DSL LUST Tax, Oil Spill Tax, TX Clear DSL Motor Fuel Tax and Tx Delivery fee with the exception of sales tax as the City is tax exempt.**
- F. The Contractor shall bill for fuel using the OPIS price for the day of fuel delivery + or - Contractor's Fixed Markup fee per bid. OPIS price to be used is OPIS/CORPUS CHRISTI/RACK AVERAGE for product delivered.
- G. The Awarded bidder is to use the 10 a.m. OPIS posting price.

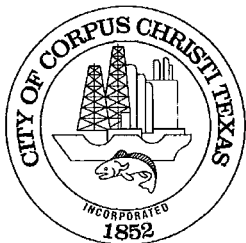
EXHIBIT A

LOCATION	NUMBER OF TANKS	TANK CAPACITY	ABOVE/UNDER GROUND
Regular Unleaded Gasoline Maintenance Services 5352 Ayers St. Corpus Christi, TX 78415	2	10,000	Underground
International Airport - Aviation 1000 International Corpus Christi, Tx 78406	2 1	10,000 2,000	Above Ground Above Ground
Marina 400A North Shoreline Blvd Corpus Christi, Tx 78401	1	10,000	Above Ground

Ultra-Low Sulfur Diesel (TX LED) Maintenance Services 5352 Ayers St. Corpus Christi, Tx 78415	2	10,000	Underground
Maintenance Srvcs Unit 1590 5352 Ayers St. Corpus Christi, Tx 78415	1	4,000	Tanker Truck
P&R Beach Operations 8185 Hwy 361 Corpus Christi, Tx 78410	1	500	Above Ground
Power Street Pump Station A 1218 N. Power Corpus Christi, Tx 78401	3	600	Underground
Kinney Street Pump Station B 301 N. Kinney Corpus Christi, Tx 78401	1	3,000	Above Ground
Wesley Seale Dam County Road 365 Corpus Christi, Tx 78415	2	500	Above Ground

O.N. Stevens Water Plant 13101 Leopard St. Corpus Christi, Tx 78410	3	10,000	Above Ground
River Pump Station 16691 Smith Rd. Corpus Christi, Tx 78410	1	12,000	Above Ground
Whitecap WW Plant 13409 Whitecap Corpus Christi, Tx 78418	1	4,000	Above Ground
Laguna Madre WW Plant 201 Jester Corpus Christi, Tx 78418	1	4,000	Above Ground
Oso WW Plant 501 Nile Corpus Christi, Tx 78412	2 2 2 2	250 500 750 850	Above Ground Above Ground Above Ground Above Ground
Broadway WW Plant 801 Resaca Corpus Christi, Tx 78401	1	8,000	Above Ground

Red Dye Diesel International Airport - Aviation 1000 International Corpus Christi, Tx 78406	1	2,000	Above Ground
Marina 400A Shoreline Blvd Corpus Christi, Tx 78401	1	10,000	Above Ground



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

**RFB No. 3511
Unleaded Gasoline, Ultra Low Sulfur Diesel (TX LED) Fuel
and Red Dye Diesel Delivery Service**

PAGE 1 OF 2

Date: 02/22/2021

Bidder: Mansfield Oil Company of Gainesville, Inc.

Authorized Signature: Dan Luther
Dan Luther (Feb 23, 2021 09:10 EST)

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.

The Contractor must include with the bid any and all taxes and fees to be charged per gallon in Federal DSL LUST Tax, Oil Spill Tax, TX Clear DSL Motor Fuel Tax and TX Delivery fee with the exception of sales tax as the City is tax exempt.

Item	Description	Unit	ORIS Price as of 2/2/21	+	Fixed Markup +/- Fee	=	Total Opis +/- Fixed Markup	x	Estimated Qty	=	Extended Price	
	Unleaded Gasoline											
1	Transport Deliveries	Gal	\$1.99	+	\$-0.0214	=	\$ 1.9686	x	2,034,902	=	\$ 4,005,908.08	
2	Wagon Deliveries	Gal	\$1.99	+	\$ 0.1859	=	\$ 2.1759	x	70,574	=	\$153,561.97	
	Taxes	Unit	Cost							=	Taxes	
3	Federal Excise Gas Tax	Gal	EXEMPT						x	2,105,476	=	\$ 0.00
4	Federal Gas LUST Tax	Gal	0.0010						x	2,105,476	=	\$ 2,105.48

5	Oil Spill Tax	Gal	0.00214	x	2,105,476	=	\$ 4,505.72
6	TX Gas Motor Fuel Tax	Gal	0.2000	X	2,105,476	=	\$421,095.20
7	TX Delivery Fee	Gal	0.0007	x	2,105,476	=	\$ 1,473.83
	TOTAL						\$ 4,588,650.27

	Ultra-Low Sulfur Diesel (ULSD)						
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Item	Description	Unit	OPIS Price as of 2/2/21	+	Fixed Markup +/- fee	=	Total Opis +/- Fixed Markup	X	Estimated Qty	=	Extended Price	
8	Transport Deliveries	Gal	\$1.65	+	\$-0.0060	=	\$ 1.6440	X	1,989,368	=	\$ 3,270,520.99	
9	Wagon Deliveries	Gal	\$1.65	+	\$ 0.3385	=	\$ 1.9885	X	128,352	=	\$ 255,227.95	
	Taxes	Unit	Cost							=	Taxes	
10	Federal Excise DSL Tax	Gal	EXEMPT						x	2,117,720	=	\$ 0.00
11	Federal DSL LUST Tax	Gal	0.0010						x	2,117,720	=	\$ 2,117.72
12	Oil Spill Tax	Gal	0.00214						x	2,117,720	=	\$ 4,531.92
13	TX Clear DSL Motor Fuel Tax	Gal	0.2000						x	2,117,720	=	\$ 423,544.00
14	TX Delivery Fee	Gal	0.0007						x	2,117,720	=	\$ 1,482.40
	TOTAL										\$3,957,424.99	

	Ultra-Low Sulfur Red Dye	Unit	OPIS Price as of 2/2/21		Fixed Markup +/- fee				Estimated Qty		Extended Price	
15	Transport Deliveries	Gal	\$1.65	+	\$ 0.0045	=	\$ 1.6545	X	14,751	=	\$ 24,405.53	
16	Wagon Deliveries	Gal	\$1.65	+	\$ 0.2486	=	\$ 1.8986	X	1,964	=	\$ 3,728.85	
	Taxes	Unit	Cost							=	Taxes	
17	Federal Excise DSL Tax	Gal	EXEMPT						x	16,715	=	\$ 0.00
18	Federal DSL LUST Tax	Gal	0.0010						x	16,715	=	\$ 16.72
19	Oil Spill Tax	Gal	0.00214						x	16,715	=	\$ 35.77
20	TX Clear DSL Motor Fuel Tax	Gal	0.2000						x	16,715	=	\$ 3,343.00
21	TX Delivery Fee	Gal	0.0007						x	16,715	=	\$ 11.70
	TOTAL										\$ 31,541.57	

Grand Total \$8,577,616.83

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	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000
POLLUTION LIABILITY	\$1,000,000 Per Occurrence

- 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.

2020 Insurance Requirements

Ins. Req. Exhibit **4-C**

Contracts for General Services – Services Performed Onsite - Pollution

04/14/2020 Risk Management – Legal Dept.

Attachment C – Bond Requirements

No bond requirements necessary for this service agreement; Section 5. Insurance; Bonds Subsection (B) is null for this service agreement.

ATTACHMENT D - WARRANTY REQUIREMENTS

No warranty requirements necessary for this service agreement; Section 8.
(B). Warranty is null for this service agreement.