

SERVICE AGREEMENT NO. 813

Wrecker Services for City Owned Vehicles and Equipment Group 1

THIS **Wrecker Services for City Owned Vehicles and Equipment Group 1 Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Momento Towing, LLC. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Wrecker Services for City Owned Vehicles and Equipment Group 1 in response to Request for Bid/Proposal No. 167 ("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 Wrecker Services for City Owned Vehicles and Equipment Group 1 ("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 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to two additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$101,775.50, 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. 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.

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:

Erlinda Klubertanz
General Fleet Service
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 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.** Any Services 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.** 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. 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.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, 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.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
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 related 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: Operations Manager
Address: 1201 Leopard St. Corpus Christi, Texas 78401
Fax: 361-826-4394

IF TO CONTRACTOR:

Momento Towing, LLC.
Attn: Mohamed Eldakrouy
Title: Owner
Address: 3618 Bratton Rd., Corpus Christi, Texas 78113
Fax: 361-298-4555

17. CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. 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 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 perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term 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. 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.
- 20. 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.
- 21. 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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
- 22. 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.
- 23. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
- 24. 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: 

Printed Name: Mohamed Eldakrou

Title: Owner

Date: 12-9-16

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 167
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A - SCOPE OF WORK

4.1 General Requirements

- A. Vehicles being towed will consist of motorcycles, cars, trucks, vans, ambulances, fire engines, and self-propelled construction equipment.
- B. Towing and wrecker services will be required both inside and outside the Corpus Christi City limits.
- C. Wrecker and towing services will be available 24 hours per day, seven days per week, to include holidays.
- D. The City shall have the right to use other wrecker companies listed on the Police Department's Rotation Schedule for emergency equipment such as ambulances, marked and unmarked police cars, and fire department vehicles as conditions and situations may dictate. The determination to use other wrecker companies for emergency equipment shall remain at the sole discretion of the City.
- E. No cancellation fee will be allowed for cancellations either before or after equipment has been dispatched.
- F. Wreckers will be equipped with two-way radios. This is to provide information to the City Garage or Police Department through the contractor's dispatcher concerning tow cancellations or problems encountered at tow site.
- G. Must comply with all Local, State and Federal laws and regulations pertaining to towing of vehicles.
- H. Contractor must have no less than three wreckers permitted by the Texas Department of Licensing and Regulation to conduct Group 1, Category 1 and Category 2 tows. These wreckers must have a manufacturer's GVWR of not less than 16,000 pounds. Wreckers must be equipped with a power winch, winch line, and/or boom with a factory rated lift capacity of not less than 8,000 pounds single line capacity. If a hydraulic wheel lift is installed, it must have a factory-rated lifting capacity of not less than 4,000 lbs.
- I. Contractor must have at least one wrecker permitted by the Texas Department of Licensing and Regulation to conduct Group II, Category 3 and Category 4 tows. For Category 3 GVWR range, wreckers shall have a manufacturer's GVWR of not less than 53,000 pounds and wrecker must be equipped with a power winch, winch line and boom with a factory rated lift capacity of not less than 25,000 pounds, single or double

line capacity. If a hydraulic wheel lift is installed, it shall be of three-stage design with a factory rated lifting capacity of not less than 35,000 pounds at the first stage setting. For Category 4 GVWR range, wreckers shall have a manufacturer's GVWR of not less than 65,000 pounds and wrecker must be equipped with a power winch, winch line and boom with a factory-rated lifting capacity of not less than 50,000 pounds, single or double line capacity. If a hydraulic wheel lift is installed, it shall be of the three stage design and a factory rated lifting capacity of not less than 55,000 pounds at the first stage setting.

4.2 Scope of work

The contractor will be required to perform the following service:

- A. Tow City vehicles and equipment to and from the City Garage or to other facilities or locations as directed by authorized City personnel.
- B. Extract vehicles or equipment from ditches, mud, or other inaccessible areas. (Mud pull).
- C. Perform those tasks necessary to tow or deliver a vehicle as spelled out in A, B and C above, i.e.;
 - (1) Disconnect drive shaft, when being towed on drive wheels, OR
 - (2) Remove axles, when being towed on drive wheels, OR
 - (3) Use dolly when necessary OR when (1) or (2) above cannot be completed.
 - (4) Release air brakes for vehicles equipped with air brakes as necessary.
 - (5) Secure drive shafting or muffler, etc., as necessary.
 - (6) Attach magnetic lights (i.e., stop, tail and turn) at rear of vehicle being towed.
- D. Provide all necessary equipment, attachments or tools to perform services indicated in A, B and C above.
- E. Change wheels on police vehicles, i.e., (remove flat and place in trunk and install serviceable spare) replace hub cap.
- F. Jump start vehicles and equipment.
- G. Specific consideration for motorcycles/scooters: Contractor shall agree to provide for the transportation of motorcycles and/or motor scooters by some method other than the use of automobile slings, i.e., a motorcycle trailer or approved licensed (slide-back) wrecker, or approved wheel lift motorcycle sling

4.3 Groups and Categories

Group I shall consist of category 1 and 2 vehicles. Group II shall consist of category 3 and 4 vehicles. **The Contractor(s) must be capable of performing all tasks spelled out or implied by the below specifications for each group of vehicles.**

Group I:

Category 1 - Shall include but not limited to motorcycles, three and four wheel scooters, cars, vans, trucks and vehicles rated up to and including **9,000 GVWR**.

Category 2 - Shall include but not limited to dump trucks, utility trucks, flatbed trucks, ambulances, vans, and other vehicles within a range from **9,001 GVWR to 19,000 GVWR**.

Group II:

Category 3 - Shall include but not limited to 20 yard garbage trucks, dump trucks, brush trucks, flatbed trucks, and other vehicles within a range from **19,001 GVWR to 34,000 GVWR**.

Category 4 - Shall include but not limited to tandem axle 25 yard garbage trucks, dump trucks, self-propelled construction equipment, excavators, vactor trucks, and all vehicles over **34,001 GVWR**.

Should a conflict occur concerning category of vehicle, the vehicles GVWR rating will be the deciding factor.

Extra charges for loaded vehicles will not be permitted.

4.4 Work Zone/ Response Time

Work Zone: Zones will be circular in nature and will have the center located at the City Garage, City Service Center, at 5352 Ayers. Distances used to describe the zones shall be a radius originating at the City Garage. (See Exhibit 1)

Zone 1 - Shall be in a six mile radius from the City Garage and will include the Convention Center, City Transit, Police Department, Municipal Airport, Cuddihy Airfield, Bill Witt Park and the south portion of the Port of Corpus Christi.

Zone 2 - Shall be from the outside perimeter of Zone 1 and have an outside radius measured from the City Garage of 10.5 miles or an increased radius of 4.5 miles and will include all of Flour Bluff with the Naval Air Station and as far south as Whiteley Street.

Zone 3 - Shall be from the outside perimeter of Zone 2 and shall include all of Padre Island bounded on the north by Mustang Island State Park and on the south by the Nueces/Kleberg County lines and will include the remainder of the City that is in the Corpus Christi City limits to include the Calallen area.

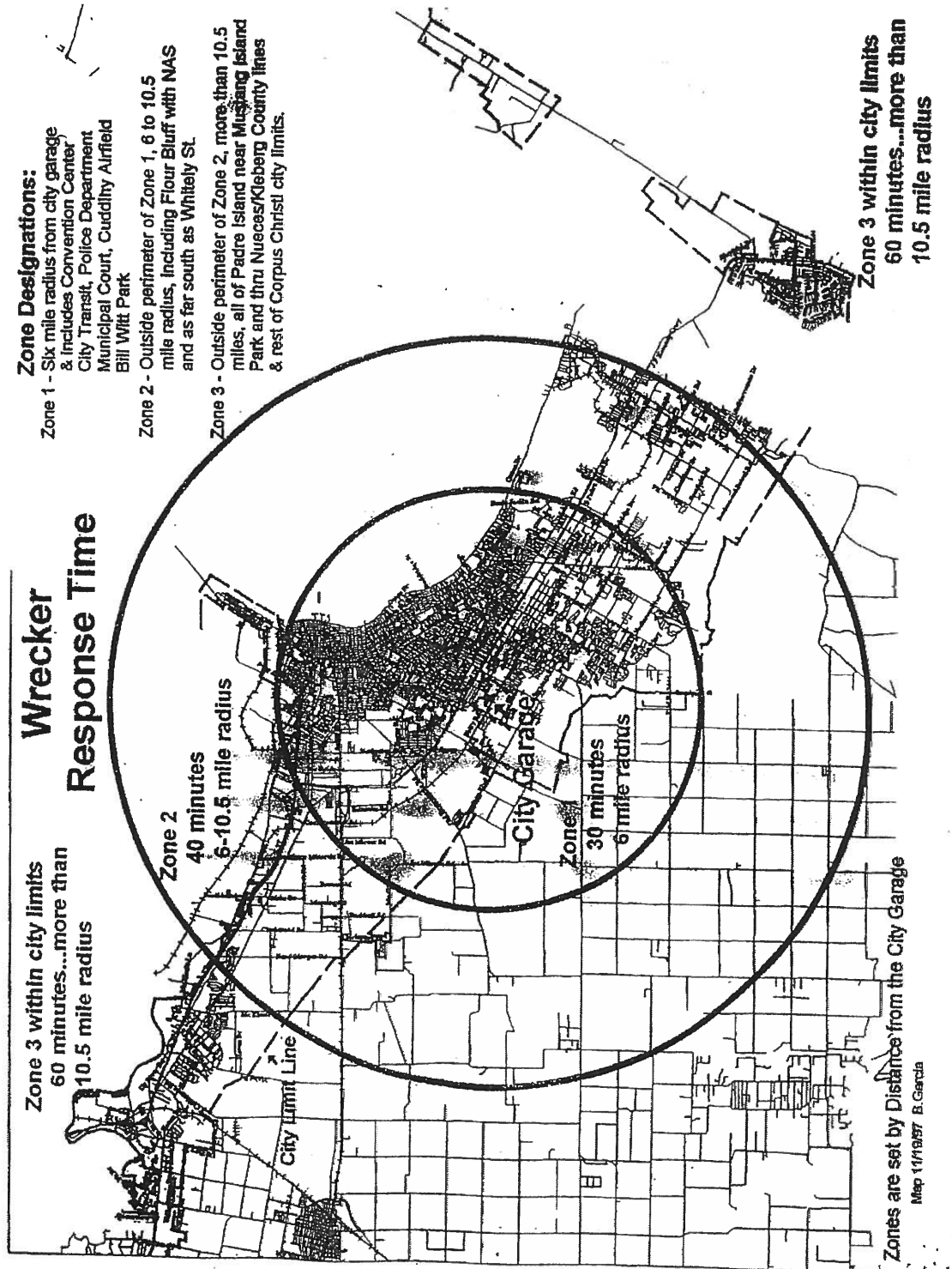
A. Outside of Zone 3 Extra Mileage Charges:

The City will allow extra mileage charges for tows that originate outside Zone 3. This extra mileage charge shall apply to extra mileage charges necessitated by deviation of route to sanitary landfill or other location prior to delivery to City Garage or change of destination of the tow.

- B. Estimated activity by zone and category is furnished for contractor's information. Estimates of activity are based on actual number of calls by category and zone for a 12 month period.

Response Time: Contractor will be required to respond to City calls (Police and Fire Department dispatchers and the City Garage) within a reasonable time. Reasonable time is generally determined to be 30 minutes in Zone 1, 40 minutes in Zone 2, and 60 minutes in Zone 3. In the event the Contractor does not respond in reasonable time, the City shall reserve the right to arrange for services from another wrecker company and charge back the difference to the Contractor. However, the City's right to use other wrecker companies for emergency equipment shall take precedence over the normal response time requirement. Conditions and situations which require the City to use other wrecker companies for emergency equipment, in lieu of the normal response time, will not be charged back to the Contractor. Frequent unreasonable delays causing excessive down-time for City equipment, shall be a cause for contract termination.

Exhibit 1

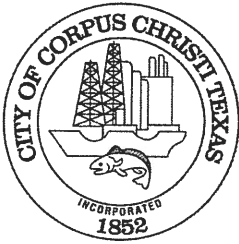


4.5 Contractor Quality Control and Superintendence

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.

4.6 Administrative Requirements

- A. All bills, tickets, or invoices shall be professionally printed on prepared forms and contain the company's name and a sequential invoice numbering system.
- B. The following information will be required on each of the invoices/bills prior to submission for processing and payment.
 - (1) City unit number.
 - (2) License plate number.
 - (3) Date of tow/service.
 - (4) Name and Signature of police officer or City employee.
 - (5) City Garage's Purchase Order Number. Purchase order number will be secured from City Garage after completion of tow. For tows after working hours, holidays, or weekends, purchase orders will be secured the next working day.
 - (6) Will state basis of billing, i.e., Zone 1, Category 1, etc., (See Paragraph 4 for zone and category designation.
 - (7) Pickup and delivery point - explanation of added charges.
- C. Invoicing billing procedures: Invoices will be prepared and delivered to the City Garage at time of service. In cases where service was performed on a holiday or after hours, the invoice/bill will be delivered the following working day.
- D. Vehicles delivered after working hours or holidays.
 - (1) Will be parked at the City Garage in designated parking slots. In no case will vehicles be left in driveways.
 - (2) Vehicle will be locked and windows rolled up.
 - (3) Vehicle's key will be placed in the slot provided in the front door of the City Garage marked, "Wrecker Keys".



ATTACHMENT B - BID/PRICING SCHEDULE

CITY OF CORPUS CHRISTI

BID FORM

PURCHASING DIVISION

RFB No. 167

Wrecker Services for City Owned Vehicles and Equipment

Date: 02 November 2016

Bidder: Momento Towing LLC

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:

- 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;
- Bidder is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
- Bidder is current with all taxes due and company is in good standing with all required governmental agencies.
- Bidder acknowledges receipt and review of all addenda for this RFB.

GROUP 1

Item	Description	Unit	QTY	Unit Price	Total Price
Category 1 (9,000 GVWR)					
1	Zone 1 Tow	EA	765	\$ 59.95	\$ 45,861.75
2	Zone 2 Tow	EA	50	\$ 59.95	\$ 2,997.50
3	Zone 3 Tow	EA	110	\$ 59.95	\$ 6,594.50
4	Mud Pulls	EA	25	\$ 59.95	\$ 1,498.75
Category 2 (9,001-19,000 GVWR)					
5	Zone 1 Tow	EA	105	\$ 93.50	\$ 9,817.50
6	Zone 2 Tow	EA	45	\$ 93.50	\$ 4,207.50
7	Zone 3 Tow	EA	30	\$ 93.50	\$ 2,805.00
8	Mud Pulls	EA	20	\$ 93.50	\$ 1,870.00
Jump Start					
9	Zone 1	EA	40	\$ 46.20	\$ 1,848.00

10	Zone 2	EA	105	\$ 46.20	\$ 4851.00
11	Zone 3	EA	5	\$ 46.20	\$ 231.00
	Police Flat				
12	Zone 1	EA	315	\$ 49.50	\$ 15,592.50
13	Zone 2	EA	10	\$ 49.50	\$ 495.00
14	Zone 3	EA	35	\$ 49.50	\$ 1,732.50
	Dolly Use				
15	Zone 1	EA	10	\$ 44.00	\$ 440.00
16	Zone 2	EA	5	\$ 44.00	\$ 220.00
17	Zone 3	EA	2	\$ 44.00	\$ 88.00
18	Extra Mileage	EA	250	\$ 2.50	\$ 625.00
TOTAL				\$ 1,035.40	\$ 101,775.50

GROUP 2

Item	Description	Unit	QTY	Unit Price	Total Price
	Category 3 (19,001-34,000 GVWR)				
19	Zone 1 Tow	EA	50	\$ N/A	\$ N/A
20	Zone 2 Tow	EA	30	\$ N/A	\$ N/A
21	Zone 3 Tow	EA	25	\$ N/A	\$ N/A
22	Mud Pulls	EA	10	\$ N/A	\$ N/A
	Category 4 (34,001+ GVWR)				
23	Zone 1 Tow	EA	25	\$ N/A	\$ N/A
24	Zone 2 Tow	EA	20	\$ N/A	\$ N/A
25	Zone 3 Tow	EA	15	\$ N/A	\$ N/A
26	Mud Pulls	EA	5	\$ N/A	\$ N/A
	Jump Start				
27	Zone 1	EA	2	\$ N/A	\$ N/A
28	Zone 2	EA	2	\$ N/A	\$ N/A
29	Zone 3	EA	5	\$ N/A	\$ N/A
30	Extra Mileage	EA	250	\$ N/A	\$ N/A
TOTAL				\$ N/A	\$ N/A

ATTACHEMENT 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 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 Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	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 \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability *Workers' Compensation requirement can be waived if contractor submits a notarized Affidavit stating they are the	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

sole owner/employee of their company.*	
Garage Keepers Legal Liability	\$60,000.00
Cargo/On Hook Coverage	\$60,000.00

- 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 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 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.

ATTACHMENT C- BOND REQUIREMENTS

No Bond Requirement is necessary for this Service Agreement.

ATTACHMENT D- WARRANTY REQUIREMENTS

No warranty is required for the Service Agreement.