

**MEMORANDUM OF UNDERTSANDING AND
TEMPORARY LICENSE TO CITY OF MATHIS FOR
CONTRACTOR LAYDOWN AND PARKING AREAS ON CITY OF
CORPUS CHRISTI PROPERTY AT LAKE CORPUS CHRISTI**

Whereas the City of Corpus Christi entered into a Water Contract with City of Mathis in 1977 amended in 1988, which Water Contract as amended continues today (the Contract);

Whereas, Section 1 of the Contract provides in part:

“1. Construction of Facilities. Mathis shall construct or cause to be constructed a diversion works, pumps, pipeline, water treatment plant, and/or related appurtenances (hereinafter called “Facilities”) to be arranged to permit taking water by Mathis from Lake Corpus Christi. The Facilities shall be in accordance with plans and specifications to be prepared by Mathis, be built in stages as the needs of Mathis may require, with plans and specifications for each stage receiving individual approval by Corpus Christi before the start of construction of that particular stage. Approval by Corpus Christi shall not be unreasonably withheld.”

Whereas, Section 3 of the Contract provides in part:

“3. Right-of-Way and Easements: Corpus Christi shall assign unto Mathis the necessary easements and rights-of-way, together with rights of ingress and egress of, along, and across all lands over which Corpus Christi now has ownership or easement. Such easements and rights of way shall be assigned to Mathis, without cost, for the construction, operation and maintenance of the Facilities.”

Whereas, the City of Mathis, as part of its Pier Infrastructure and Generator Improvements at Lake Corpus Christi project, TXCDBG Project No. 22-085-032-D275, proposes to improve its Facilities at Lake Corpus Christi as follows: remove the existing steel piles to 4' below surface and abandon in place; remove the existing timber deck pier structure, construct a new prestressed concrete slab, beam and concrete drilled shaft pier, install new 150 kw emergency generator near the fish cleaning station, to include security fence and all related appurtenances;

Whereas, the City of Mathis has submitted its plans and specifications for said improvements to the City of Corpus Christi for its review;

Now, therefore, this Memorandum of Understanding and Temporary License for Contractor Laydown Areas on City Property ("License") is entered into by the City of Corpus Christi ("City of CC") to the City of Mathis ("City of Mathis") in connection with the City of Mathis Pier Infrastructure and Generator Improvements at Lake Corpus Christi project, TXCDBG Project No. 22-085-032-D275 (the "Project") in accordance with Section 1 and 3 of the Contract.

The City of Corpus Christi (City of CC) and the City of Mathis understand and agree to the following terms and conditions.

- 1. Property.** The attached and incorporated **Exhibit A** identifies approximate location of the property requested by City of Mathis for use as the 3 temporary Contractor Laydown Areas and 1 temporary Contractor Parking Area which are located off of the end of Park Road 25 near Wesley Seale Dam and Sunrise Beach Campground RV Park. The 3

temporary Contractor Laydown Areas and the Contractor Parking Area are referred to herein as the “**City Property**”. The City of CC agrees to allow City of Mathis temporary use of the City Property as provided in this License. The parties acknowledge that the Contractor Laydown areas and the Contractor Parking Area cannot be located below the 94’ contour of Lake Corpus Christi. The City of Mathis agrees to relocate the temporary Contractor Laydown Areas and/or Contractor Parking Area at its sole cost in the event the Corpus Christi Water Director of Water Systems determines in his sole discretion that such relocation is necessary for the public health and safety.

2. **Term.** The term of this License will commence upon date of last signature on a month to month basis not to exceed 12 months in duration past the mobilization date. The City of Mathis will provide the Corpus Christi Water Director of Water Systems or designee with at least two weeks’ advance notice prior to the mobilization date and include name and contact information for the Project contractor. The term may be extended by mutual agreement of the parties. The License may be terminated by the City of Corpus Christi upon 30 days advance written notice to City of Mathis in the event the work has not commenced within 3 months from date of last signature.
3. **Use.** The City of Mathis may utilize the City Property subject to compliance with terms and conditions of this License. The City Property will be used in conjunction with the Project and limited as follows:
 - A. The Contractor Laydown areas will be used by City of Mathis contractor to store materials and equipment
 - B. The Contractor Parking Area will be used for vehicular parking by employees of City of Mathis contractor working on the Project.
 - C. The use of a barge by City of Mathis or its contractor for purposes of accessing the Project work site will be coordinated with the Corpus Christi Director of Water Systems or designee in advance. The barge use will be restricted to the Project’s immediate vicinity and/or equipment staging area. The barge if used may not be operated near the dam and must always be secured, except when transporting equipment.
4. **Fencing and Reflectors.** The City of Mathis or its contractor shall install a security fence around each of the Contractor Laydown Areas for public safety to prohibit unauthorized public entry onto the Contractor Laydown Areas. The City of Mathis shall also install safety reflectors upon the City Property to assist night drivers. The City of Mathis agrees to install and maintain a permanent fence surrounding both the generator and electrical equipment.
5. **Review of Plans and Construction Activities.** The City of Corpus Christi acknowledges receipt of the proposed plans for the Project and the City of Corpus Christi Director of Water Systems has reviewed said Project plans and has no objections thereto. The City of Mathis shall coordinate with the City of CC Director of Water Systems or designee primarily through City of Mathis’ Consultant, LJA Engineering, Inc. all construction activities associated with the Project. Contractor equipment shall bear the company logo for ease of identification. The parties agree to keep in daily communication regarding planned work at the City Property and coordinate schedules to accommodate needs of each party. The City of Mathis will ensure that is contractor’s

schedule does not interfere with planned construction operations of the City of Corpus Christi which include the following:

- a. **21116 Wesley Seale Boat Ramp and Pier (Sunrise Beach) (pending regulatory approval).**
 - b. **23029 Sunrise Beach Facility Improvements. (Currently at 30% design)**
 1. Restroom Facility Replacement
 2. Restroom Facility Replacement
 3. New Basketball Court and Pavilion
6. **Temporary Relocated Fish Cleaning Station:** The City of Mathis agrees to provide a temporary Fish Cleaning Location including temporary waterline and cover in the general area identified on attached **Exhibit A** to avoid interference with public use of the current Fish Cleaning station.
 7. **Damage Repair.** The City of Mathis shall promptly repair any damage to any road or other City Property including but not limited to existing roads, rights of way, structures, equipment, or other appurtenances and improvements which is caused by the City of Mathis, its employees, contractor or any subcontractor. Damage must be repaired immediately and at the City of Mathis's sole expense to equal or better than existing conditions. Both the materials used to make the repairs and the manner of the repairs must be approved in advance by the Corpus Christi Water Director of Water Systems. City of Mathis contractor will compile a photographic catalog of existing road conditions prior to construction. Road conditions will be monitored by the parties throughout the Project construction. The Project plans will include details for pavement repair for both the asphaltic roadway surfaces and for the flexible base (caliche) road surfaces. The City of Mathis contractor will enforce roadway repair provisions as required throughout duration of the Project. Any damages caused by the contract to the security gates (entrance or exit) must be repaired by the contractor.
 8. **Regular Maintenance.** The City Property will be kept clean, free of debris and orderly at all times by the City of Mathis. Failure to maintain the City Property will constitute a default of the terms of this License subject to Section 12 Termination.
 9. **Drainage.** Positive drainage on the City Property will be maintained at all times.
 10. **Property Restoration.** After completing the Project or upon termination or expiration of this License, whichever occurs first, the City of Mathis will promptly remove all of its property, materials, debris and equipment from the City Property. The City of Mathis will scrape down the temporary Contractor Laydown Areas and the temporary Contractor Parking Area, including removal of all materials and equipment placed in, on, or under. All of these activities will be completed at sole expense of City of Mathis at Project closeout. In addition, City of Mathis will restore the road to condition existing prior to the effective date of this Agreement or better. If the City of Mathis fails to comply with these requirements, then City may undertake said restorations and City of Mathis and will be invoiced for costs. The City of Mathis agrees to issue payment in full of said invoice within 30 days of submittal.
 11. **Security.** Security and protection of the City of Mathis contractor laydown areas is the sole responsibility of the City of Mathis. The City of CC is not responsible at any time for any theft, loss, vandalism, or other damage to non-City property regardless of cause.

12. **Termination.** This License may be terminated by City of CC at any time with cause upon 10 days advance written notice and opportunity to cure. Upon termination, requirements of Section 7 Damage Repair and Section 10 Property Restoration take effect.
13. **Insurance.** The City of Mathis will require its Project contractor to maintain and comply with the insurance requirements in the attached **Exhibit B**.
14. **Indemnify Provision to be included in Contract documents.** The City of Mathis will include following indemnification as a requirement in the agreement between City of Mathis and its contractor for the Project.
 - A. **To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City of Corpus Christi as land owner from and against claims, damages, losses and expenses, including but not limited to attorney's fees or dispute resolution costs, arising out of or resulting from performance of the work and/or failure to comply with the terms and conditions of the contract, violations of laws or regulations, or bodily injury, death or destruction of tangible property caused by the acts, omissions or negligence of the Contractor, or its subcontractor, or any of their respective officers, agents, representatives or employees, (hereinafter referred to as "Contractor's Team") regardless of whether such claim, damage, loss or expense is alleged to be caused in part by City of Corpus Christi, or its officers, agents, representatives or employees, subject to the City of Corpus Christi's defenses and liability limits under the Texas Tort Claims Act. However, nothing herein shall be construed to require Contractor to indemnify City of Corpus Christi against a claim, loss, damage or expense caused by the sole negligence of City of Corpus Christi.**
 - B. **To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City of Corpus Christi from and against claims, damages, losses and expenses, including but not limited to attorney's fees or dispute resolution costs, arising out of or relating to: (i) the failure to control, contain, or remove a constituent of concern brought to the site by Contractor's Team or a hazardous condition created by Contractor's Team, (ii) Contractor's Team's action or inaction related to damages, delays, disruptions or interference with the work of City of Corpus Christi's employees, other contractors, or utility owners performing other work at or**

adjacent to the City of Corpus Christi Property, or (iii) the correction of defective work. Nothing in this paragraph obligates the Contractor to indemnify the Owner from the consequences of the City of Corpus Christi's sole negligence.

15. **Generator Design, Location, and Operation.** The parties agree to develop a separate license or easement to allow for long-term placement of a generator and foundation slab (approximately 20' x 19') in the general area shown in **Exhibit A**. The parties acknowledge that the generator cannot be located below the 94' contour of Lake Corpus Christi. The City of Mathis agrees that the generator will have permanent security fencing for public safety. The generator will have muffled insulation to prevent unnecessary disturbance of the visitors to the Sunrise Beach area. The generator will be insulated and equipped with noise suppression equipment to reduce the sound to 70 decibels or below. The generator will have an overflow or emergency spill catch basis (containment tank). Extra fuel must not be stored on City of Corpus Christi property. In addition, generator should only be exercised once a week at approximately 2:30 p.m. and run for minimum amount of time so as not to disturb visitors at the Sunrise Beach RV Park.

16. **Sublet.** There shall be no sublet nor assignment of this agreement or any portion thereof without the prior written consent of the City Manager for City of CC or designee.

17. **Notices.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, and will be effective three business days after mailing. Notices will be addressed to City and City of Mathis as follows:

To City:

Corpus Christi Water
Director of Water Systems
P.O. Box 9277
Corpus Christi, Texas 78469-9277

To City of Mathis:

Office of the City Manager
411 E. San Patricio Avenue
Mathis, Texas 78368

17. **Taxes and Fees.** City of Mathis shall pay and discharge all taxes, general and specific assessments, and other charges of any kind levied on or assessed against the Property and all improvements and other property on the Property during the License term, whether belonging to the City or City of Mathis.

18. **Laws Affecting Performance.**

- A. The city of Mathis shall ensure that its use of the City Property is in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations.
 - B. The City of Mathis shall bear the expense and responsibility of meeting all requirements for acquiring all applicable licenses and permits for the Project.
 - C. Furthermore, the City of Mathis shall comply with any other Federal, State and local laws, ordinances, rules and regulations applicable to performance under this License and in construction of the Project.
19. **Inspection.** Any officer or authorized employee of the City of CC may enter upon the Project site without notice, to determine whether maintenance is provided in accordance with and as required by this License, or for any other purpose incidental to City's retained rights of and in the Property.
20. **INDEMNITY.** TO THE EXTENT PERMITTED BY TEXAS LAW, CITY OF MATHIS ("INDEMNITOR") COVENANTS TO FULLY INDEMNIFY, SAVE- AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, "INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGES, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR RECOVERED FROM CITY ON ACCOUNT OF INJURY OR DAMAGE TO ANY PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, PREMISES DEFECTS, WORKERS' COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER, TO THE EXTENT SUCH INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART: (1) CITY OF MATHIS' PERFORMANCE PURSUANT TO THIS LICENSE; (2) CITY OF MATHIS' USE OF THE PROPERTY AND ANY AND ALL ACTIVITIES ASSOCIATED THEREWITH PURSUANT TO THIS LICENSE; (3) THE VIOLATION BY CITY OF MATHIS, ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OR BY INDEMNITEES, OF ANY LAW, RULE, REGULATION, ORDINANCE, OR GOVERNMENT ORDER OF ANY KIND PERTAINING, DIRECTLY OR INDIRECTLY, TO THIS LICENSE; (4) THE EXERCISE OF RIGHTS UNDER THIS LICENSE; OR (5) AN ACT OR OMISSION ON THE PART OF CITY OF MATHIS, ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES OR OF INDEMNITEES, PERTAINING TO THIS LICENSE, REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT NEGLIGENCE OF INDEMNITEES, BUT NOT IF CAUSED BY THE SOLE NEGLIGENCE OF INDEMNITEES, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, WHICH ARISE, OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT.

CITY OF MATHIS COVENANTS AND AGREES THAT, IF CITY OF CORPUS CHRISTI IS MADE A PARTY TO ANY LITIGATION AGAINST CITY OF MATHIS OR IN ANY

LITIGATION COMMENCED BY ANY PARTY, RELATING TO THIS LICENSE, CITY OF MATHIS SHALL, UPON RECEIPT OF REASONABLE NOTICE REGARDING COMMENCEMENT OF LITIGATION, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND CITY IN ALL ACTIONS BASED THEREON WITH LEGAL COUNSEL SATISFACTORY TO CITY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND WHATSOEVER ARISING FROM ANY SUCH LITIGATION.

This section shall survive termination of this license.

21. **Alterations.**
 - A. There shall not be any alterations, additions, or improvements to, in, on, or about the Property, without the prior written consent of the City Manager or designee, Executive Director of Utilities. In addition, clearance from the Risk Manager is as required above.
 - B. All approved alterations, improvements, and additions upon the Property, shall, if not removed by at any termination or cancellation of this License, become the property of the City in fee simple without any other action or process of law. The city of Mathis agrees to be contractually and financially responsible for repairing any and all damage caused by such removal. If items are installed in such a manner as to become fixtures, such fixtures shall not be removed upon termination of this License and shall become property of the City.
22. **Signs.** No party shall exhibit, inscribe, paint, erect, or affix any signs, advertisements, notices, or other lettering ("Signs") at, on, or about the Property, or any part thereof, without the prior written approval of the Corpus Christi Water Director of Water Systems ("Director").
23. **Surrender.** City of Mathis acknowledges and understands that this License is expressly conditioned on the understanding that the Property must be surrendered, upon the expiration, termination, or cancellation of this License, in as good a condition as received, reasonable use and wear, acts of God, fire and flood damage or destruction where City of Mathis is without fault, excepted. Any reasonable costs incurred for repairs or corrections for which City of Mathis is responsible under this License are payable by City of Mathis to City as additional rental on the next rental payment date, or within thirty (30) days of written demand. Any reasonable costs incurred for repairs or corrections for which is responsible under this License are payable by to City within thirty (30) days of written demand.
24. **Enforcement Costs.** In the event any legal action or proceeding is undertaken by the City of CC to repossess the City Property, to collect for any damages with regard to this License, or the City Property, or to in any way enforce the provisions of this License, City of Mathis agrees to pay all court costs, expenses, and attorney's fees as a court of competent jurisdiction may adjudge reasonable in said action or proceeding, or in the event of an appeal as allowed by an appellate court, if a judgment is rendered in favor of the City of CC.
25. **Entire License.** This License constitutes the entire agreement between the City of CC and City of Mathis for the use granted. All other agreements, promises and

representations with respect to this License, unless contained in this License, are expressly revoked. The unenforceability, invalidity, or illegality of any provision of the License does not render the other provisions of this License unenforceable, invalid, or illegal.

26. This License Agreement takes effect upon the date of last signature.

CITY OF CORPUS CHRISTI

By: _____

Name: _____


Title: _____

Date: _____

Approved as to form: _____, 2024

Lisa Aguilar
Assistant City Attorney
For City Attorney

City of Mathis

By:  _____

Name: Cedric W. Davis Sr., CPM

Title: City Manager

Date: 09/25/2024

EXHIBIT B
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 of Corpus Christi. 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 of Corpus Christi'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 of Corpus Christi's Risk Manager. The City of Corpus Christi 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
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. NO Waterborne Exclusions 2. Commercial Broad Form 3. Premises – Operations 4. Products/ Completed Operations 5. Contractual Liability 6. Independent Contractors 7. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employers Liability Including: 1. NO Waterborne Exclusions	\$500,000/\$500,000/\$500,000

2. Must Cover Diving Operations; if applicable.	
PROFESSIONAL LIABILITY (Errors and Omissions) Required for Engineering Services	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.
POLLUTION LEGAL LIABILITY Including: 1. NO Waterborne Exclusions 2. Sudden and Accidental Pollution Coverage 3. Cleanup and Remediation. 4. Marine Vessel Pollution	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.
PROTECTION AND INDEMNITY	\$1,000,000 Per Occurrence
MARINE GENERAL LIABILITY	\$1,000,000 Per Occurrence
RIGGERS' LIABILITY (Crane Operations) NO Waterborne Exclusions	\$1,000,000 Per Occurrence
PERSONAL PROPERTY INSURANCE	Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.

C. In the event of accidents of any kind related to this contract, Contractor must furnish the City of Corpus Christi 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 of Corpus Christi 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 of Corpus Christi an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City of Corpus Christi; and
 - Provide thirty (30) calendar days advance written notice directly to City of Corpus Christi 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 of Corpus Christi. City of Corpus Christi 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 of Corpus Christi 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 of Corpus Christi 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.