

SERVICE AGREEMENT NO. 4701

Mowing Services at Mary Rhodes Pipeline Easement and Rincon Bayou Pipeline Easement

THIS **Mowing Services at Mary Rhodes Pipeline Easement and Rincon Bayou Pipeline Easement Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and 2Chainz Brush Clearing, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Mowing Services at Mary Rhodes Pipeline Easement and Rincon Bayou Pipeline Easement in response to Request for Bid/Proposal No. 4701 ("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 Mowing Services at Mary Rhodes Pipeline Easement and Rincon Bayou Pipeline Easement ("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.

(A) The Term of this Agreement is two years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$126,000.00, subject to approved extensions and changes. Payment will be made for Services performed 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. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Diana Zertuche-Garza
Department: Corpus Christi Water
Phone: 361-826-1827
Email: DianaG@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: Diana Zertuche Garza
Title: Contract Funds Administrator
Address: 2726 Holly Rd, Corpus Christi, TX 78415
Phone: 361-826-1827
Fax: 361-826-4495

IF TO CONTRACTOR:

2Chainz Brush Clearing, LLC
Attn: Joe Chaney
Title: Owner
Address: P.O. Box 126, Lolita, TX 77971
Phone: 361-923-1383

Fax: N/A

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.


(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner’s Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:

Signature: _____
Printed Name: JOE CHANEY
Title: owner
Date: 6/30/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - 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. 4701
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A- Scope of Work

1.1 General Requirements

- A. The Contractor shall provide mowing services up to 1800 acres for two years, 900 acres per year, at the Mary Rhodes Pipeline Easement and the Rincon Bayou Pipeline Easement.
- B. The mowing services for the Mary Rhodes Pipeline Easement and Rincon Bayou are undertaken in accordance with the Water Department's maintenance operations of the Water Supply System. All areas are in Nueces County, San Patricio County, Refugio County, Victoria County, and Jackson County.
- C. The Contractor shall be responsible for labor, supervision, equipment and transportation necessary for the services. Per section 2.3, the Contractor must submit documentation showing list of equipment owned to preform services.
- D. The Contractor shall have enough resources and personnel to perform the work as specified in this Scope of Work.
- E. The Contractor shall follow Federal, State and local laws, ordinances and regulations for the services

1.2 Scope of Work

- A. The Contractor will perform two mowing cycles in a year, 450 acres per cycle. First cycle shall be done from the last week of August-September (Fall Mow) and Second cycle shall be done from middle of April- May (Spring Mow). The Contract Administrator will notify Contractor of the start date for each cycle. In the event of bad weather or wet conditions the Contract Administrator will adjust the start date to minimize damage to pipeline easement.
- B. The Contractor shall mow a minimum of 40 acres each day. Additional, property may be added or deleted due to wet areas, property owner request and/or conditions encountered in the field. Not all properties are mowed. There may be distances between properties that are mowed. The Contract Administrator will develop a list of properties to be mowed before each mowing cycle.
- C. The Contractor shall perform all operations in daylight hours 8:00 a.m. to 6:30 p.m., Monday through Friday.
- D. The Contractor shall perform mowing services to various locations

- along the 50" wide pipeline easement from Lake Texana to Corpus Christi.
- E. The Contractor shall mow to a cutting height of approximately five inches.
 - F. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of grass.
 - G. The Contractor shall mow as close as practicable to all fixed objects exercising extreme care not to damage trees, plants, shrubs, fences, cattle and livestock pens, roads, power poles, guardrails, culvert head walls, delineators or other appurtenances which are part of the easement.
 - H. The Contractor shall hand trim around all fixed objects such as trees, fences, Corrosion Monitoring Station (CMS), Air release valve (ARV) RV/vaults, signs, power poles, guardrails and culvert head walls, unless specified otherwise and will be a subsidiary to the mowing operation.
 - I. Mowing will not be permitted when, in the opinion of the Contract Administrator, soil and weather conditions are such that the easement will be damaged.
 - J. Care shall be taken to prevent discharge of grass clippings onto paved surfaces such as streets, parking areas and drive areas.
 - K. The Contractor shall be responsible for cleaning the area of trash and debris prior to mowing to prevent the scattering of trash; and afterwards to retrieve and dispose of any trash and debris. The Contractor shall ensure that at no time will trash such as soft drink cans, bags, rags or other debris be discarded intentionally or accidentally onto the property during the maintenance operation, or cause spillage of oils, gasoline, diesel, or other chemicals onto the property. The Contractor shall have available all necessary cans, pans, absorbents or other means of capturing chemicals that leak on equipment or spillage during fueling or servicing of equipment occur.
 - L. The Contract Administrator must approve the schedule prior to commencing the mowing program. However, the work must be scheduled during the daylight hours, 8:00 a.m.to 6:30 p.m. It is expected that the work will be scheduled effectively throughout the contract period in order to accomplish an overall well-managed mowing maintenance program.
 - M. The Contractor's weed eater crew will complete the property, before mowing crew will be permitted to mow the next property.

1.3 Equipment

- A. A minimum of two 15-foot batwing mowers with enclosed cabs are required for this work. A separate weed eater crew is required with their own transportation. Equipment verification by the Contract Administrator will occur prior to awarding contract.
- B. All Contractor equipment must be equipped with safety devices that conform to manufacturer's standards and all applicable OSHA regulations. All equipment shall be kept in good operating condition and shall always be maintained to provide a clean sharp five inch cut of vegetation. The Contractor Administrator shall approve all equipment.
- C. The Contractor shall not leave equipment within 30 feet of any travel lane during non-working hours.

1.4 Safety Requirements

- A. The safety of the public and the convenience of traffic shall be regarded as prime importance. All portions of streets shall be kept open to traffic. The Contractor shall coordinate all work with the Contract Administrator and shall place warning signs in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices. The signs, sign stands, safety flags, and all other safety materials, devices and safety vests which may be required to protect the mowers and the traveling public will be furnished by the Contractor. The Contractor will be responsible for the maintenance or replacement of these items as necessary. If at any time work is in progress and the traffic control devices do not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the Contractor shall immediately make necessary changes therein to correct the unsatisfactory conditions.
- B. The Contractor shall take proper measures to protect all property which might be damaged by Contractor's work, and, in case of any injury or damage resulting from any act or omission on the part of or on behalf of the Contractor, he/she shall restore at his/her own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or he/she shall make good such injury or damage in an acceptable manner. All damage which is not repaired or compensated by the Contractor will be repaired by City forces at the Contractor's expense. All expenses charged by the City for repair work shall be deducted from any monies owed to the Contractor.

C. Fire Extinguisher, minimum of five lbs for each vehicle or tractor.

D. No smoking shall be permitted on any of the properties.

1.5 Compensation

F. The quantity mentioned in the bid/pricing schedule is the maximum quantity needed to be mowed during the term of the contract under ideal conditions. The quantity to be mowed depends on the circumstances in the field.

G. The Contractor shall be compensated at the provided unit price per acre for the mowing. Unit price/acre includes but not limited to labor, supervision, equipment, transportation necessary to perform the services.

1.6 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 ensure it complies with the contract requirements.

1.7 Sample List of Properties

The sample list of properties is for reference only on the Mary Rhodes pipeline and not all properties listed are to be mowed. Changes will be made based on conditions encountered in the field.

Jackson County South of the town of LaSalle to the North bank of Garcitas Creek

JA-032	Wood	5,111'
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Victoria County South of Garcitas Creek to South bank of the San Antonio River

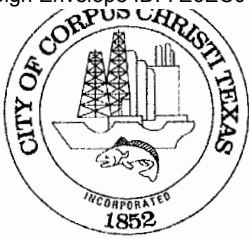
VI-002	Keeran	12,198'
VI-004	Dail	12,200'
VI-005	Shelton	4,538'
VI-006	Kanaly Trust	8,218'
VI-33A	Cogswell & Rubac VI-033	1,033'
VI-36	Kovar	4,449'
VI-37	McCan	25,837'
VI-40	Haritas	12,384'

Refugio County South bank of the San Antonio River to South of Aransas River

RE-001	K.O. Conner	1,530'
RE-002	Shelton	9,366'
RE-003	Martin O'Conner	3,400'
RE-005	Welder Heirs	7,000'
RE-006	Frances Heard Billups	4,540'
RE-007	Vivian O'Conner	10,000'
RE-008	Heard	2,406'
RE-009	Shay Cantu	2,107'
RE-010	Cunningham	5,480'
RE-012	Pfeil	2,133'
RE-013	Pfeil deduct 600'	1,295'
RE-014	Heard	7,240'
RE-018	Scanio	10,433'
RE-025	O'Brien	2,669'
RE-026	Shay (CAUTION)	2,115'
RE-027	T.M. O'Conner	1,345
RE-028	Scanio	4,893'
RE-029	Shelton	2,509'
RE-031	Daniel Braman	5,701'
RE-032B	Wood Trust	1,717'
RE-033	Wood Trust	10,066'
ROAD	Union Pacific RR	1,361'
RE-051	Rooke	10,276'
RE-052	Aldrete Ranch	13,164'
RE-053	Rooke-Canfield	7,175'
RE-055	Rooke	8,405'
RE-056	Rooke-Canfield	7,594'
RE-057	Rooke & Sons	4,204'

San Patricio County South bank of the Aransas River to South of the Nueces River

SP-002	Pat Welder & Refuge	31,400'
SP-004	Hamilton	9,902'
SP-050	McGregor	7,800'



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

RFB No. 4701

**Pipeline Easement Mowing Services at Mary Rhodes
and Rincon Bayou**

PAGE 1 OF 1

Date: 6/1/23

Bidder: 2 Chainz Brush Clearing Authorized Signature: Joe Chaney

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.

Item	Description	Unit	QTY	Unit Price	Total Price
1	Easement/Mowing from South of Lake Texana to West of IH 37 Station 5291+35 including Rincon Bayou Pipeline- upto 1800 acres. 900 Acres per year 450 Acres per cycle	Cycles	4	\$ 31,500	\$ 126,000
	Total				\$ 126,000

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
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	\$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

- 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 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- 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.

2023 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

01/01/2023 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

No manufacturer's warranty required for this Agreement.