

SERVICE AGREEMENT NO. 4019

Utility Worksite Restoration Services

THIS **Utility Worksite Restoration Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Corpus Groundworks LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Utility Worksite Restoration Services in response to Request for Bid/Proposal No. 4019 ("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 Utility Worksite Restoration Services ("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 zero additional zero-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 \$95,705.80, subject to approved extensions and changes. Payment will be made

for Services provided 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: Utilities Department
Phone: (361) 826-1627
Email: DianaZ@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: Contracts/Funds Administrator
Address: 2726 Holly Road, Corpus Christi, Texas 78415
Phone: (361) 826-1627
Fax: (361) 826-4495

IF TO CONTRACTOR:

Corpus Groundworks LLC
Attn: Christopher Cruz
Title: President
Address: P.O. Box 270006, Corpus Christi, Texas 78427
Phone: (361) 701-0066

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.
- 28. Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the Consent Decree entered into as part of Civil Action No. 2:20-cv-00235, *United States of America and State of Texas v. City of Corpus Christi* in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special Conditions has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:
Signature:  _____
55969D69CE49456...

Printed Name: CHRISTOPHER CRUZ

Title: President

Date: 8/22/2022

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
Attachment E: Consent Decree Requirements

- Incorporated by Reference Only:**
Exhibit 1: RFB/RFP No. 4019
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide all labor, materials, equipment, and supervision to restore work sites after repairs to the utility system have been made. Work will be assigned on a work order basis throughout the City's service area. This service will be provided for the Utilities Department.

1.2 Scope of Work

A. General Requirements

- a. The Contractor's work performance for utility restoration will include, but not limited to, concrete flatwork, erosion control, topsoil, sod, sign and fence relocations, fence repair, and landscaping, to include laying mulch, pavers, planting trees.
- b. The Contractor shall work closely with Utilities Department staff to carefully plan prior to beginning any work, to fully develop the procedures and standards for the work that will be performed, considering employee safety, workmanship standards, and maintaining operations with minimal disruption.
- c. The Contractor shall be available to provide service during regular business hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., excluding City holidays.
- d. Night and weekend work will be allowed as required only if agreed and approved by the City. The Contractor shall provide at least 72 hours advance notice of any scheduled work outside of normal working hours.
- e. The Contractor is required to obtain utility clearances. Utilities shall be marked in the field prior to commencement of the work. It shall be the Contractor's responsibility to determine the exact location of existing utilities. It shall be the Contractor's responsibility to excavate over, under, and around such utility. And if necessary, provide a temporary bridging during construction to maintain continuous service while accomplishing the work orders. It will be the Contractor's responsibility to backfill around the utility facility and to complete construction in a manner such as to leave the utility facility securely bedded in its original position.

- f. If the Contractor's work results in damages to other existing facilities, it will be the Contractor's full responsibility to repair or pay for the repair of the damages at no additional cost to the City.

B. Work Orders

Work orders will be issued to the Contractor for the location of each repair as outlined below.

- a. Individual work orders will be issued throughout the year with specific locations and a detailed scope of work. The working time for completion will be stated in the work order. The working time will be counted from the time the work order is approved/issued via phone or email.
- b. Within three calendar days of receiving a work order, the Contractor shall mobilize and begin work. The Contractor shall continuously work until all locations are completed. The location under construction shall be completed prior to relocation to a new location unless additional crew(s) are utilized at new location(s).
- c. The City may schedule a mandatory meeting for each work order issued. This meeting is required to review utility maps, review the permit, visit the site, discuss traffic control, plan the details of the work, and agree on the schedule of completion of work. Included in this meeting, shall be coordination of timely notification to appropriate governing agencies and affected property owners prior to beginning work.
- d. The volume of work orders provided to the Contractor will be at the City's sole discretion, and dependent on the completion of previous work orders.
- e. Only completed work orders shall be included in the monthly invoice.
- f. The Contractor is required to provide sufficient equipment and enough crews to accomplish the work assigned.
- g. Scheduling for each individual work order will be determined by the Contractor unless otherwise scheduled by the City. Scheduling of each work order will be discussed between the City and the Contractor for concurrence prior to commencement of work.
- h. The Contractor shall notify the City via email or phone by 9:00 AM each workday of the work locations for that day.
- i. For all work orders, payments will be made on a "per each work order" basis as priced on Attachment B – Bid/Quote Form.
- j. Sufficient traffic control measure must be used to assure a safe condition and to provide a minimum of inconvenience to motorists and the public.

- k. The Contractor shall comply with the City's Uniform Barricading Standards and Practices as adopted by the City. Copies of this document are available through the City's Traffic Engineering Department. The Contractor shall secure the necessary permit from the City's Traffic Engineering Department.
- l. The Contractor is responsible for obtaining the necessary street cut or right of way permits.

1.3 Warranty

The Contractor shall provide a twelve-month warranty on labor and materials.

- a. During a period of twelve months from the date of final acceptance of each work order, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both.
- b. The City shall notify the Contractor via email or phone of any warranty issues.
- c. The Contractor shall make the needed repairs within five calendar days of receipt of notice. If the Contractor neglects to make or undertake with due diligence the repairs in question, the City is authorized to make such repairs at the Contractor's expense.
- d. In case of an emergency, where in the City's judgment, a delay would cause a serious loss or damage, repairs may be made without notice to the Contractor, and the Contractor shall pay the cost.

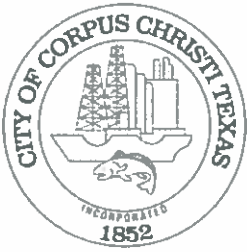
1.4 Contractor Quality Control and Superintendence

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.

1.5 Invoicing

- A. The Contractor shall mail the original invoice to the address below and email a copy to Utilitiesdept@cctexas.com.
City of Corpus Christi
AP/Utilities Department
PO Box 9277
Corpus Christi, TX 78469-9277
- B. Only completed work orders shall be included in the monthly invoice.

- C. For all work orders, payments will be made on a “per work order basis, “as priced on Attachment B – Bid/Quote Form.
- D. The Contractor's invoice for payment must contain the following information:
 - 1. Service Agreement No.
 - 2. Purchase Order/PO No.
 - 3. Work Order No.
 - 4. Work address
 - 5. Description of repair
 - 6. Itemized list of charges, i.e., labor (total hours billed), parts/materials, to include of copies of all invoices for parts/materials to support mark-up, if applicable.



ATTACHMENT B-BID/PRICING SCHEDULE

CITY OF CORPUS CHRISTI
BID FORM

1. Refer to "Sample Service Agreement" Contract Terms and Conditions before completing bid.
2. Quote your best price, including freight, 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.

Invitation to quote, FOB Destination, Freight Included, on the following:

LINE	DESCRIPTION	2 YEAR QTY	UNIT	UNIT PRICE	PRICE TOTAL
1	Saw Cut, Remove & Dispose of Concrete Curb	200	LF	\$ 18.	\$ 3,600.-
2	Saw Cut, Remove & Dispose of Concrete Sidewalks, Driveways, Medians	1,500	SF	\$ 8.40	\$ 12,600.-
3	Saw Cut, Remove & Dispose of Asphalt Concrete	600	SF	\$ 10.50	\$ 6,300.-
4	Flexible Base	25	CY	\$ 40.20	\$ 1,005.-
5	HMAC Type D - 2 inches thick	25	SY	\$ 15.	\$ 375.
6	Prime Coat	5	GA	\$ 135	\$ 675.
7	Concrete Curb & Gutter	200	LF	\$ 50.31	\$ 10,062.-
8	Concrete Sidewalk	500	SF	\$ 12.-	\$ 6,000.-
9	Concrete Driveway	500	SF	\$ 14.50	\$ 7,250.-
10	Commercial Driveway	500	SF	\$ 22.40	\$ 11,200.-
11	Exposed Aggregate	50	SF	\$ 8.34	\$ 417.-
12	Concrete Around Valve Collar	10	EA	\$ 210	\$ 2,100.-
13	Curb Ramp	50	SF	\$ 14.90	\$ 745.
14	Top Soil	200	CY	\$ 39.60	\$ 7,920.-
15	St. Augustine Sod	200	SY	\$ 10.	\$ 2,000.-
16	Replacement Fence to Match Existing	100	LF	\$ 50.89	\$ 5,089.-
17	Repair Fence	100	LF	\$ 37.20	\$ 3,720.-

LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL
18	Miscellaneous Debris Removal	20	CY	\$	\$
19	Flowable Fill	5	CY	\$ 85.	\$ 425.
20	Cement Stabilized Sand	30	CY	\$ 39. ²⁶	\$ 1,177. ⁸⁰
21	Washing/Cleaning	50	SF	\$ 1.50	\$ 75.
22	Landscaping	100	HR	\$ 67. ²⁰	\$ 6,720.-
23	Parts/Materials	\$5,000	Mark up (%)		\$
			20% 15%		\$ 5,750.-
	TOTAL				\$ 95,705. ⁸⁰

COMPANY: CORPUS GROUNDWORKS, LLCNAME OF PERSON AUTHORIZED TO SIGN: CHRISTOPHER CRUZADDRESS: 6738 WOOD IRON DR. CITY / STATE: CORPUS CHRISTI, TX 78413PHONE: 361.701.0066 EMAIL: cc@ccgroundworks.comFAX: N/A DATE: FEB. 8, 2022SIGNATURE:  TITLE: PRESIDENT

THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL BIDS. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE BIDS RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.

Attachment C - Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
2. Contractor must furnish to the City's Risk Manager and Contract Administrator 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 for 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 & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
Employer's Liability	\$500,000 / \$500,000 / \$500,000

3. In the event of accidents of any kind related to this project, Consultant must furnish the Risk Manager with copies of all reports of such accidents within 10 days of the accident.

Additional Requirements –

1. 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. An All States endorsement shall be required if consultant is not domiciled in the State of Texas.

2. 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.
3. Contractor shall be required to submit replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. 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 Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. 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 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 calendar days advance written notice for nonpayment of premium.

5. Within five 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.
6. 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 Consultant hereunder until Contractor demonstrates compliance with the requirements hereof.
7. 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.
8. 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.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond Requirements:

No bond requirements, therefore, Agreement Section 5 Insurance; Bond subsection 5(B), is hereby void.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

Attachment D - Warranty Requirements

The Contractor shall provide a twelve-month warranty on labor and materials.

- a. During a period of twelve months from the date of final acceptance of each work order, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both.
- b. The City shall notify the Contractor via email or phone of any warranty issues.
- c. The Contractor shall make the needed repairs within five calendar days of receipt of notice. If the Contractor neglects to make or undertake with due diligence the repairs in question, the City is authorized to make such repairs at the Contractor's expense.
- d. In case of an emergency, where in the City's judgment, a delay would cause a serious loss or damage, repairs may be made without notice to the Contractor, and the Contractor shall pay the cost.