

CO-OPERATIVE PURCHASE AGREEMENT NO. 4980

Heavy Equipment Rental for Corpus Christi Water

THIS **Heavy Equipment Rental for Corpus Christi Water Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Herc Rentals Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

1. **Co-operative Agreement.** Contractor has agreed to provide Heavy Equipment Rental for Corpus Christi Water in accordance with its agreement with Omnia Contract # 2019000318 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
2. **Scope.** Contractor will provide Heavy Equipment Rental for Corpus Christi Water in accordance with the attached Statement 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.
3. **Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from 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. 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.
4. **Compensation and Payment.** This Agreement is for an amount not to exceed \$900,000.00, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, 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.

Invoices must be mailed to the following address:

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

- 5. 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: Amanda Howard
Title: Contracts/Funds Administrator
Address: 2726 Holly Rd., Corpus Christi, Texas 78415
Phone: 361-826-1894
Fax: N/A

IF TO CONTRACTOR:

Herc Rentals Inc.
Attn: Jason Oosterbeek
Title: Vice President
Address: 27500 Riverview Center Blvd., Bonita Springs, Florida 34134
Phone: 239-301-1678
Fax: N/A

- 6. Entire Agreement.** This Agreement, along with the Co-operative 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: DocuSigned by: Jason Oosterbeek

Printed Name: Jason Oosterbeek

Title: Vice President

Date: 7/12/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance – Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule

Incorporated by Reference Only:

Co-operative Agreement: Omnia Contract # 2019000318

ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements

The Contractor shall provide equipment rental for the Corpus Christi Water Department as follows: excavators, skid steer loaders, trucks, air compressors, generators, and other equipment. Equipment rentals will be on an as needed basis.

1.2 Equipment Condition

- A. Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Supplier at no additional charge to Corpus Christi Water during the rental period. Repairs not caused by the misuse of the equipment shall be provided at no additional cost to Corpus Christi Water.
- B. At the time Corpus Christi Water takes possession of the equipment, the Contractor shall provide information regarding the current condition and any visual, pre-existing damage to the equipment. Corpus Christi Water and the Contractor will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to Corpus Christi Water without the signed receipt of acceptance of the equipment.
- C. Failure to meet this requirement shall be ground for termination of the contract.

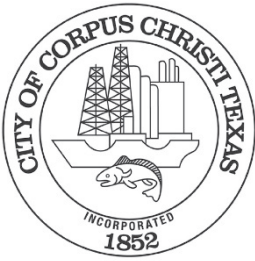
1.3 Delivery

- A. The Contractor will be responsible for the delivery, set-up, and pickup of all equipment. Timely delivery is important to the daily operations of Corpus Christi Water.
- B. Equipment delivery shall occur Monday through Friday, from 7:00 AM to 5:00 PM, and delivered to various locations within the City.

1.4 Invoicing

- A. The Contractor shall mail the original itemized invoice to the address below:
City of Corpus Christi
Accounts Payable
PO Box 9277
Corpus Christi, TX 78469-9277

- B. Itemized invoice shall contain the following:
- 1) Service Agreement and Purchase Order (PO) number
 - 2) Point of Contact for location
 - 3) Location/Address of delivery/pickup
 - 4) Manufacturer/Model/Serial Number of equipment



**ATTACHMENT B: QUOTE/PRICING SCHEDULE
CITY OF CORPUS CHRISTI
QUOTE FORM**

1. Refer to "Sample Service Agreement" Contract Terms and Conditions before completing quote.
2. Quote your best price, including freight, for each item.
3. In submitting this quote, vendor certifies that the prices in this quote have been arrived at independently, without consultation, communication, or agreement with any other vendor or competitor, for the purpose of restricting competition with regard to prices.

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

DESCRIPTION	DISCOUNT	TOTAL
Equipment Rental Omnia Contract 2019000318 11/01/2018 – 10/31/2023	0.00% to 57.14 % off Published/Book Rate	
Pickup & Delivery Allowance		\$5,000.00
Damage/Repairs Allowance		\$5,000.00
Not to Exceed Amount		\$900,000.00

COMPANY: Herc Rentals Inc.

NAME OF PERSON AUTHORIZED TO SIGN: Jason Oosterbeek

ADDRESS: 27500 Riverview Center Blvd

CITY / STATE/ZIP: Bonita Springs, FL 34134

PHONE: 239-301-1678

EMAIL: hercbids@hercrentals.com

FAX:

DATE: 7/11/2023

SIGNATURE: 

TITLE: Vice President

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

PRICE LIST OF HEAVY EQUIPMENT ITEMS

Item	Description	Herc Cat-Class	Herc Description	Omnia Day Rate valid thru 12/31/23	Omnia Week Rate valid thru 12/31/23	Omnia Month Rate valid thru 12/31/23	Omnia Delivery valid thru 12/31/23
1	Mini Excavator 4000-4999 lbs	240-1200	MINI-EXCAVATOR 4000-4999 LBS DSL ROPS	\$ 275.00	\$ 750.00	\$ 1,595.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
2	Mini Excavator 5000-6999 lbs	240-1300	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	\$ 275.00	\$ 750.00	\$ 1,595.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
3	Mini Excavator 7000-8999 lbs	240-1400	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	\$ 300.00	\$ 794.00	\$ 1,780.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
4	Mini Excavator attachment breaker 391-600 lbs	290-5160	MINI-EX ATTACHMENT BREAKER 391-600 LBS	\$ 194.00	\$ 553.00	\$ 1,205.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
5	Combo ssl m-ex attachment breaker 391-600 lbs	290-2230	COMBO SSL M-EX ATTACH BREAKER 391-600LBS	\$ 194.00	\$ 553.00	\$ 1,205.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
6	Boom Towable 50ft gas	410-1040	BOOM TOWABLE 50FT GAS	\$ 347.00	\$ 897.00	\$ 1,943.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
7	Scissor Lift 45ft 55" wide electric	405-1300	SCISSOR LIFT 45-46FT 55IN ELEC	\$ 263.00	\$ 588.00	\$ 1,416.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
8	Compressor towable 200-245 CFM DSL	140-1280	COMPRESSOR TOWABLE 200-245 CFM DSL	\$ 208.00	\$ 399.00	\$ 925.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
9	5-ton air condition indoor w/heat 3HP 460V	718-1148	5 TON AIR COND INDOOR W/HEAT 3PH 460V	\$ 270.00	\$ 725.00	\$ 1,470.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
10	10-ton air condition skit 36K w/heat	718-1210	10 TON AIR CONDITION SKID 36KW HEAT	\$ 374.00	\$ 893.00	\$ 2,520.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
11	Sprayer paint standard airless	100-5500	SPRAYER PAINT STANDARD AIRLESS	\$ 95.00	\$ 332.00	\$ 594.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
12	Camera sewer 2-12	125-1600	CAMERA SEWER 3-10	\$ 189.00	\$ 672.00	\$ 1,418.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
13	Washer trailer mounted 3000 psi DSL	105-2800	WASHER TRAILER MOUNTED 3000 PSI DSL	\$ 298.00	\$ 714.00	\$ 1,465.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
14	Tractor loader 60-90HP 4WD DSL	275-2200	TRACTOR SKIPLOADER 60-90HP 4WD DSL	\$ 331.00	\$ 920.00	\$ 2,150.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
15	Backhoe attachment forks 60in	290-4060	BACKHOE ATTACHMENT FORKS 60IN	\$ 50.00	\$ 142.00	\$ 335.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
16	Backhoe bucket trench 24in QC	290-4150	BACKHOE BUCKET TRENCH 24IN QC	\$ 26.00	\$ 53.00	\$ 105.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
17	Backhoe 98-115HP 4WD ROPS extenderhoe DSL	210-4205	BACKHOE 98-115HP 4WD ROPS EXTENDAHOE DSL	\$ 483.00	\$ 1,359.00	\$ 3,544.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
18	WB loader attachment bucket	290-1035	WB LOADER STANDARD BUCKET 35-36 3.5CF	\$ 10.00	\$ 28.00	\$ 81.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
19	WB loader attachment forks	290-1060	WB LOADER ATTACHMENT FORKS	\$ 25.00	\$ 71.00	\$ 201.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
20	Skidsteer loader over 3000 lbs ROPS HF	200-1382	SKIDSTEER LOADER OVER 3000LB ROPS HF	\$ 398.00	\$ 952.00	\$ 2,126.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
21	Fuel tank 523 gallon towable	530-1060	FUEL TANK 523 GALLON TOWABLE	\$ 150.00	\$ 449.00	\$ 882.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
22	Pump submersible high head 40HP 4in electric	809-2110	PUMP SUBMERSIBLE HIGH HEAD 40HP 4IN ELEC	260	700	1800	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
23	Pump submersible sewage 50HP 6in electric	809-2180	PUMP SUBMERSIBLE SEWAGE 50HP 6IN ELEC	295	800	2250	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
24	Truck bucket 60ft tree trimmer DSL	659-6336	TRUCK BUCKET 60 FT TREE TRIMMER DSL	\$ 849.00	\$ 2,184.00	\$ 5,460.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
25	Van cargo 1/2 ton gas	659-5460	VAN CARGO 1/2 T GAS	\$ 115.00	\$ 550.00	\$ 1,750.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
26	Truck dump 12-14 yard auto DSL	659-6210	TRUCK DUMP 12-14 YD AUTO DSL	\$ 709.00	\$ 2,258.00	\$ 5,300.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
27	Trailer utility 10,000 lbs	610-1085	TRAILER UTILITY 10000 LB	85	321	680	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
28	Trailer utility 7,000 lbs	610-1075	TRAILER UTILITY 7000 LB	62	232	491	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
29	Trailer flatbed 10,000 lbs	610-1140	TRAILER FLATBED 10000 LB	\$ 85.00	\$ 321.00	\$ 680.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.

PRICE LIST OF HEAVY EQUIPMENT ITEMS

30	Truck crane 18-ton single DSL	659-6380	TRUCK CRANE 18 T SINGLE DSL	\$ 711.00	\$ 1,948.00	\$ 5,080.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
31	Cart burden 4 passenger 4 wheel electric	630-1080	CART BURDEN 4 PASSENGER 4-WH ELEC	\$ 110.00	\$ 294.00	\$ 599.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
32	Van passenger 8 gas 1/2 ton	659-5490	VAN PASSENGER 8 GAS 1/2 T	\$ 150.00	\$ 678.00	\$ 1,900.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
33	Truck pickup 1/2 ton crew 2 WD gas	659-5060	TRUCK PICKUP 1/2 T CREW 2WD GAS	\$ 129.00	\$ 543.00	\$ 1,340.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
34	Truck street sweeper DSL	659-6245	TRUCK STREET SWEEPER DSL	\$ 1,800.00	\$ 4,660.00	\$ 14,395.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
35	FT of fusible HDPE pipe 12	921-1818	FT OF FUSEABLE HDPE PIPE 12	\$ 3.00	\$ 3.00	\$ 7.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
36	FT of fusible HDPE pipe 18	921-1824	FT OF FUSEABLE HDPE PIPE 18	\$ 3.00	\$ 3.00	\$ 7.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
37	Scaffold end safety panel w/ toeboard 5	931-5142	SCAFFOLD END SAFETY PANEL W/TOEBOARD 5	\$ 3.00	\$ 7.00	\$ 13.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
38	Scaffold end safety panel 10	931-5148	SCAFFOLD SIDE SAFETY PANEL 10	\$ 3.00	\$ 7.00	\$ 13.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
39	Scaffold side toeboard 10	931-5160	SCAFFOLD SIDE TOEBOARD 10	\$ 2.00	\$ 6.00	\$ 16.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
40	Scaffold walkboard 10	931-5215	SCAFFOLD WALKBOARD 10	\$ 12.00	\$ 21.00	\$ 42.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
41	Utility scaffold frame 65x29	931-5250	UTILITY SCAFFOLD FRAME 65X29	\$ 11.00	\$ 17.00	\$ 33.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
42	Utility scaffold arm brace 6	931-5252	UTILITY SCAFFOLD ARM BRACE 6	\$ 7.00	\$ 13.00	\$ 25.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
43	Utility scaffold deck wood 6	931-5260	UTILITY SCAFFOLD DECK WOOD 6	\$ 8.00	\$ 18.00	\$ 32.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
44	Sweeper large 62 in ride-on DSL	105-3615	SWEEPER LARGE 62 IN RIDE-ON DSL	\$ 648.00	\$ 1,714.00	\$ 4,185.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
45	Water truck 2,000 gal with water canons and high pressure nozzle	659-6040	TRUCK WATER 2000 GALLON DSL	\$ 500.00	\$ 1,499.00	\$ 2,945.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
46	Lowboy trailer 110,000 lbs capacity 25' 9" length 55" axle space	N/A	N/A	N/A	N/A	N/A	N/A
47	Equipment trailer 36,320 lbs capacity 20' flat deck w/ ramps, 3" p	610-1240	TRAILER FLATBED 40-49000 LB GVWR	210	667	1418	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
48	Bulldozer on tracks medium Cat D5 or John Deere 450K or similar	250-1140	DOZER WIDE TRACK 70-85 HP ROPS	\$ 617.00	\$ 1,575.00	\$ 3,804.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
49	Forklift model H60FT diesel 8' forks, spreading fork option, sliding	N/A	N/A	N/A	N/A	N/A	N/A
50	Forklift straight mast, 6,000 lbs capacity, 42" - 72" forks, spreading	450-2240	WAREHOUSE FORKLIFT 6000LB QUAD PNEU DF	217	551	1212	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.
51	Truck pickup 1/2 ton 4 WD gas	659-5050	TRUCK PICKUP 1/2 T CREW 4WD GAS	\$ 129.00	\$ 543.00	\$ 1,340.00	\$125 per hour, per truck load, each way. Tolls and permits not included. Outside Hauling and After Hours Delivery are negotiated at time of rental.

ATTACHMENT C: INSURANCE AND BOND 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: <ol style="list-style-type: none"> 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) <ol style="list-style-type: none"> 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.

BOND REQUIREMENTS:

No bonds are required for this Agreement.

2023 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

01/01/2023 Risk Management – Legal Dept.