

SERVICE AGREEMENT NO. 3726

MEAL DELIVERY SERVICE FOR PARKS AND RECREATION

THIS **Meal Delivery Service for Parks and Recreation Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and R & R Delivery Service ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Meal Delivery Service for Parks and Recreation in response to Request for Bid/Proposal No. 3726 ("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 Meal Delivery Service for Parks and Recreation ("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) This Agreement is for three years. The parties may mutually extend the term of this Agreement for up to zero additional zero-month 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 \$668,250.00, 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:

Roberta Rodriguez
Parks and Recreation
361-826-3166
RobertaO@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: Roberta Rodriguez
Contract/Funds Administrator
P.O. Box 9277, Corpus Christi, Texas 78469-9277
Phone: 361-826-3166
Fax: 361-826-3864

IF TO CONTRACTOR:

R & R Delivery Service
Attn: Russell James
Title: Owner/Operator
Address: P.O. Box 71746, Corpus Christi, Texas 78467
Phone: 830-275-0853
Fax: NA

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: Russell James
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Printed Name: Russell James
Title: owner/operator
Date: 10/7/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director, Contracts and 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. 3726
Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A – SCOPE OF WORK

4.1 General Requirements/Background Information

- A. The Contractor shall provide meal delivery services for the Parks and Recreation Elderly Nutrition Program – Home Delivered Meals Program as outlined in this Scope of Work.
- B. The Elderly Nutrition Program is administered by the Elderly Nutrition Services Program, a division of the Parks and Recreation Department of the City. The meal delivery service for the Elderly Nutrition Program – Home Delivered Meals is for three years starting each year from October through September.

4.2 Scope of Work

- A. The City will be responsible for providing the Contractor with sufficient meals packed and ready for shipping with a route specifying the name and address of the recipient on a daily basis no later than 9:30 a. m.
- B. The Contractor shall load the meals into the delivery vehicle, deliver the meals to each home, hand the meals directly to the recipient at the door or request permission to enter the home and conveniently place the meal in a designated area and assist the recipient in opening the meal, if needed. It is the responsibility of the driver to initiate direct verbal and visual contact with the recipient each day the meal is delivered to the home.
 - 1. Additional meal delivery procedures may be implemented by the City to ensure the health and safety of delivery drivers and or recipient.
- C. Contractor shall deliver approximately 600 meals each day to participating residents for a twelve-month period consisting of 250 days to be delivered between the hours of 10:30 a.m. and 1:30 p.m. Monday through Friday as outlined in Exhibit A – 2022 Elderly Nutrition Program-Home Delivery Calendar.
- D. TRAINING: Elderly Nutrition Program – Home Delivered Meals - The Contractor and City will provide training for drivers in areas of meal delivery operations, client confidentiality procedures, handling emergency situations, sanitary methods for delivering meals, general knowledge and techniques of working with aged and disabled individuals. Training shall be conducted by the Contractor on a quarterly basis and should be documented by the Contractor for Elderly Nutrition Services Program files.

- E. HIRING OF CONTRACTOR EMPLOYEES: The Contractor shall ensure that drivers meet the following requirements prior to issuing them a route assignment:
1. Valid Texas Driver's License.
 2. Minimum State requirement of vehicle insurance coverage.
 3. General knowledge of Corpus Christi City Limits.
 4. Knowledge of Elderly Nutrition Program meal delivery routes.
 5. The Driver must have a valid Corpus Christi/Nueces County Health Department Food Handlers Permit prior to delivering meals.
 6. All employees are required to complete a Basic First Aid/CPR Certification within 60 days of employment.
 7. The Contractor must provide written documentation and maintain records of conducting employee background checks prior to delivering meals for the City as mandated by the Texas Health and Human Services and Texas Department of Agriculture for the following:
 - a. The Contractor must obtain a criminal history on each driver directly or through a public agency the Criminal History record of the applicant through Department of Public Safety.
 - b. The Contractor must obtain an Employee Misconduct Registry online through the List of Excluded Individuals/Entities (LEIE) maintained by the United States Department of Health and Human Services Commission.
 - c. The Contractor must obtain a Nurse Aide Misconduct Registry online through the LEIE, maintained by the United States Department of Health and Human Services Commission, Office of Inspector General.
- F. Contractor employees must adhere to the following:
1. Must pass background checks prior to employment. The Employee Misconduct Registry and the Nurse Aide Registry are required to be conducted on a monthly basis while employed.
 2. Must wear a picture style identification badge on the upper outer garment when delivering meals. Such badge shall be approved by the Contract Administrator.
 3. Must comply with professional dress code requirements. Workplace attire should reflect a professional image. Clothing such as halter tops, tank tops, strapless tops, tops with spaghetti straps, sweatshirts, sweatpants, wind suits, athletic clothing, spandex, leggings, skorts, and pants above mid-calf length are not appropriate. Walking Shorts are allowed, the hem should not be higher than 3 inches above the knee.
 4. Clothing should not distract, be offensive, or reveal areas of the body such as abdomen, chest, upper thighs, or buttocks area. Clothing should not be excessively tight fitting or provocative.

5. Dress, accessories and jewelry which contain obscene symbols, signs or slogans, and/or which slur or degrade on the basis of race, religion, ethnicity, sex, disability or sexual orientation, contain language or symbols supporting sex, drugs, alcohol, or tobacco, and impose a threat of imminent violence are not allowed.
 6. Clothes shall be sufficient to conceal undergarments at all times. See-through fabrics, sheer, fishnet fabrics (clothing with large holes), halter tops, off the shoulder, low cut tops, and bare midriffs are not allowed. See through shirts may be worn with t-shirts that meet dress code.
 7. Sagging and/or baggy pants must not be worn. Pants need to be properly fitted and/or worn with a belt. Pants may not drag on or touch the ground. Jeans with holes, tears, and/or frays including ragged hems should not be worn. "Low Rise" or Hip Hugger" style jeans are prohibited.
 8. Additional inappropriate items that should not be worn are: Shoes known as thongs, slippers, "Crocs" or similar plastic clog design, water shoes, beach sandals, and flip-flops.
 9. All other requirements as per Elderly Nutrition Program Home Delivered Meal Training Handbook for drivers.
- G. The Contractor must provide a HOME DELIVERY MEAL (HDM) Route Supervisor to be housed at the Nutrition Education Services Center, Monday through Friday from 8:00 a.m. until all drivers return to the kitchen. The responsibilities of the HDM Route Supervisor are as follows:
1. Verify daily route charts for accuracy before drivers arrive (i.e., pick up cancellation/reservation route sheets for any documentation).
 2. Addressing Contractor employee issues (i.e., drivers calling in sick, training, etc).
 3. Calling back-up drivers to fill in when necessary. The Route Supervisor may not serve as a designated back-up driver.
 - a. In the event there is a driver shortage, the Route Supervisor will notify City staff no later than 9AM that morning for City staff to provide support if needed.
 4. Assist in packing route meals and milk to verify accuracy.
 5. Assist in troubleshooting calls from drivers
 6. Verify Route Sheets on a daily basis.
 7. Submit daily Total Route Sheet reservations for the next serving day by 1:30 p.m.
 8. Complete and submit weekly Summary Report to the Contract Administrator by 4:00 p.m. on Fridays.

4.3 Delivery Requirements

- A. Meals will be packed at the Central Kitchen and must be kept in the holding containers provided by the Contractor until the meal is delivered to the recipient. To prevent a fluctuation in meal temperatures , drivers shall not transfer packed meals from the original holding containers into private or personal holding containers.
- B. Contractor shall replace broken or misused holding containers in a timely manner.
- C. Contractor shall provide twelve food carts for loading the meals on to the delivery vehicles. Hot and cold food shall be maintained as per Texas Health and Human Services standards for the Elderly Nutrition Program throughout the transport (For example: milk will be kept in the cooler packed in ice at all times until delivery).
- D. For the Elderly Nutrition Program-Home Delivered Meals, the Contractor shall deliver a specified number of frozen meals to designated recipients along with the hot meals as client/recipient service plans require.
- E. Each driver shall complete their route within a two-hour to three-hour window, commencing from their pickup time to the time they return to the kitchen.
- F. Meals delivered after the three hour window will be billed at half rate and any meal delivered after 3.25 hours shall be returned to the kitchen and will not be billed to the City of Corpus Christi's Senior Community Services Division.
- G. The driver shall log the delivery time to first and last delivery to recipient.
- H. The driver shall verify the meals packed for delivery as per the daily route sheet to assure accuracy. If a driver is short a meal(s) they will be responsible for returning to the kitchen and delivering the meal to the recipient (i.e. a driver fails to count the meals before leaving the kitchen or a driver delivers a meal to a client who was marked "off" the route sheet). The City will be responsible for delivering the meal if it was the fault of the City; (i.e. the City fails to properly document a cancellation or omits to add a recipient on the route). The payment reduction will not apply to meal shortages resulting from documentation errors made by City Staff.
- I. All meals shall be delivered in an enclosed vehicle without exceptions to this requirement (i.e., meals will not be placed in the back of a pickup truck that does not have a shell). Vehicles must comply with safety, Health

Department, Texas Health and Human Services (Elderly Nutrition Program) standards and must be properly maintained.

- J. The Contractor shall maintain approximately 10 routes consisting of approximately 55 stops each. The number of routes is contingent on the number of routes in the service area. Changes to routes shall only be made with prior City staff approval.
- K. The Contractor shall return all undelivered meals (i.e. tray, condiments, milk, etc.) and equipment to the kitchen, along with a locked moneybox used by the driver to collect any donations made by the recipients.
- L. An additional meal will be delivered prior to the following designated holidays: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and one other Holiday designated by the Corpus Christi City Council. Meals will be delivered on designated staff in-service dates to be held each quarter.

4.2 **Contractor Quality Control and Administration**

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

4.3 **Special Instructions**

- A. **NO SOLICITATION**: Drivers must not solicit or accept gifts, favors, tips or any other items of value from a recipient or other person on behalf of the recipient in connection with the services rendered under the contract.
- B. **NOTIFICATION**: Elderly Nutrition Program – Home Delivered Meal-Divers must immediately notify an employee of the Senior Community Services of any safety, health, or fire hazards observed in recipient's home. Any significant changes observed in the recipient's physical or mental condition must also be reported immediately. In addition, Contractor is to report when previous day's food is found uneaten and/or where it was left the previous day, the recipient cannot be found, and suspension of services has not been authorized.
- C. **ESSENTIAL SERVICES DURING SEVERE WEATHER EVENTS AND OTHER EMERGENCY SITUATIONS**: The availability of Contractor to maintain meal delivery before, during and after an emergency as requested by the City to provide for the health, safety and well-being of the home delivery recipient. City staff will inform contractor of readiness levels as conditions warrant. Contractor will provide Emergency Plan for continuation of service.

2021

Exhibit A

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 City Holidays

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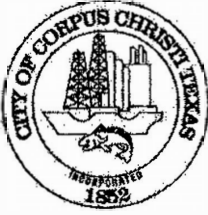
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DEC

 City Holidays
 Delivery Days

ATTACHMENT B - PRICING SCHEDULE



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

RFB No. 3726

MEAL DELIVERY SERVICE FOR PARKS AND RECREATION

PAGE 1 OF 1

Date: 09.28.21Bidder: R & R DELIVERY SERVICEAuthorized
Signature:RUSSELL JAMES

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.

DEM.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
Yr. 1	Elderly Nutrition Program – Home Delivered Meals	Meal	137,500	\$1.60	\$220,000.00
Yr. 2	Elderly Nutrition Program – Home Delivered Meals	Meal	137,500	\$1.62	\$222,750.00
Yr. 3	Elderly Nutrition Program – Home Delivered Meals	Meal	137,500	\$1.64	\$225,500.00
GRAND TOTAL					\$668,250.00

ATTACHMENT C – INSURANCE AND BOND REQUIREMENTS

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

There are no Bond Requirements for this Service Agreement.

2021 Insurance Requirements

Purchasing – Parks & Rec

Meal Delivery Service for Elderly Nutrition Program and Summer Youth Feeding Program

09/01/2021 Risk Management – Legal Dept.

ATTACHMENT D – WARRANTY REQUIREMENTS

No warranty is required for this Service Agreement.