

## SERVICE AGREEMENT NO. 4162

### Pest Control Services for City Properties

THIS **Pest Control Services for City Properties Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and BugPro, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Pest Control Services for City Properties in response to Request for Bid/Proposal No. 4162 ("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 Pest Control Services for City Properties ("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.** This Agreement is for three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Division, or the performance date listed in the notice to proceed, whichever is later. 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.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$58,643.46, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. 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:

Rebecca Serna  
Facility Maintenance  
Phone: 361.826.3388  
RebeccaS@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 30<sup>th</sup> 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: Rebecca Serna  
Project Manager  
1201 Leopard St., Corpus Christi, TX 78401  
Phone: 361.826.3388  
Fax: n/a

**IF TO CONTRACTOR:**

BugPro Inc.  
Attn: Shane Brandt  
Service Manager  
1001 Airline Rd., Corpus Christi, TX 78412  
Phone: 361-992-7378  
Fax: n/a

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES,**

**WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

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

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

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

**20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

**21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**CONTRACTOR**

DocuSigned by:  
Signature: Shane Brandt  
A255818FC70646D...

Printed Name: Shane Brandt

Title: Service Manager

Date: 7/8/2022

**CITY OF CORPUS CHRISTI**

Josh Chronley  
Interim 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. 4162  
Exhibit 2: Contractor's Bid/Proposal Response

## **Attachment A: Scope of Work**

### **1.1 General Requirements/Background Information**

The Contractor shall provide Integrated Pest Management Services (IPMS) and emergency nuisance animal removal for City buildings located throughout the City.

### **1.2 Scope of Work**

#### **A. Service Requirements**

1. The Contractor shall have a licensed pest control manager assigned to support this contract. Persons applying pesticides must hold a current Texas Department of Agriculture and Texas Pesticide Application license.
2. The Contractor shall be responsible to ensure that the certificates/licenses and training of Contractor personnel are kept current.
3. The Contractor shall ensure that all personnel assigned to the service agreement are continuously trained to meet the latest industry standard. The Contractor shall provide the degree of initial and ongoing training provided to field technicians; included, new techniques focusing on prevention and reduction of pesticide risk.
4. Contractor' personnel assigned to the contract shall wear a uniform, including safety equipment and any company issued photo identification.
5. All personnel shall be easily recognizable though the wear of distinctive clothing with an identifiable logo bearing the name of the company. All personnel shall be neatly dressed in shirts, safety shoes, and long pants and other necessary gear in compliance with EPA, OSHA, and TX-OSHA regulations. Shorts or torn clothing are unacceptable. Personnel not wearing the required uniform will not be permitted to perform work.
6. The Contractor shall assure that all personnel are fully and properly equipped to perform services promptly and safety.
7. The Contractor's IPMS program shall use safe, effective, environmentally sound methods including biological, genetic, cultural, mechanical and physical control, and where necessary, the judicious use of the last hazardous pesticides.



8. The Contractor shall be responsible for assuring the safety of their employees, City employees and the general public during the performance of all services under this contract.
  9. The Contractor shall provide all necessary management, supervision, labor, equipment, tools, supplies, and transportation required for the performance of its services under this contract. Such equipment, tools and supplies must be always kept in good working order.
  10. The Contractor shall ensure that all pest control work will be performed by trained personnel having the required certificates and/or licenses to carry out the pest control services correctly and safely.
  11. The Contractor shall have personnel available to receive work order request(s). All service calls placed by the Contract Administrator must be returned within 30 minutes of the initial call.
  12. The Contractor shall be on site within eight hours and if deemed an emergency, four hours, after receiving notification from the Contract Administrator and mitigate the immediate problem at hand.
- B. All service requests will be reviewed, initiated, and approved by the location Contract Administrator prior to start of work.
- C. A work order will be issued to authorize the work required.
- D. The Contractor shall survey and assess the existing pest condition at the locations listed and use the initial survey as the starting point for providing ongoing pest control inspections, treatments, and recommendations.
- E. All locations will require a complete preventative maintenance service at the start of the contract.
- F. Prior to arrival, the Contractor will be responsible to contact the designated Contract Administrator at each location (Exhibit A), one week prior to service to schedule a date and time. At the conclusion of each workday and prior to departure from the job site, the Contractor shall assess and report any pest sightings or problem areas to the Contract Administrator.
- G. The locations specified shall be occupied and operational during the work performance. All services, regular and emergency, shall be rendered at such times with minimal disruption to the occupants and operation of the facilities. Hours may vary. Should the schedule of services disrupt the occupants and operations of the facilities, the Contract Administrator reserves the right to reschedule the base services,

to any day from Monday through Friday between the hours of 8:00am through 5:00pm at no additional costs to the City.

- H. IPMS shall address ants, centipedes, millipedes, interior flying insects, beetles, termites, mice, rodents, rats, roaches, silverfish, spiders and stinging insects.
- I. The Contractor shall conduct routine visual inspections of pest-prone areas for signs of active pest infestations, and for conditions which are conducive to attracting or harboring pests.
- J. IPMS shall, at a minimum, address the following pests:
  - 1. Ants
  - 2. Centipedes
  - 3. Earwigs
  - 4. Interior Flying Insects
  - 5. General Insects
  - 6. German Roaches
  - 7. Millipedes
  - 8. Mice
  - 9. Oriental Roaches
  - 10. Roaches
  - 11. Rodents
  - 12. Rats
  - 13. Smokey Brown Roaches
  - 14. Silverfish
  - 15. Spiders
  - 16. Stinging Insects
- K. The Contractor shall provide an appropriate level of service necessary to keep buildings free of pests. If pests are still present after three days from the original date of treatment, the Contractor shall perform a follow up treatment within 24 hours of a request by an authorized City Administrator.
- L. The Contractor shall be prepared to commit extra time and resources to address a concern until it is resolved.
- M. Emergency Service – Emergency services shall be provided on an as needed basis for riddance and disposal of common nuisance animals, i.e., squirrels, raccoons, possums, and bats, as well as dead animal removal.

- N. Bait formulations shall be standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- O. Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.
- P. Rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not be affected by routine cleaning and other operations. The Contractor shall check all trapping devices for trapped rodents during its scheduled visit and shall dispose the trapped rodents in an appropriate manner.
- Q. The Contractor shall use rodenticides in circumstances when rodenticides are deemed essential for adequate rodent control inside buildings. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA approved tamper resistant bait boxes. Rodenticide application outside buildings shall emphasize the direct treatment of rodent burrow whenever feasible. The Contractor shall dispose of dead rodents in appropriate manner.
- R. Use of Rodent Bait Stations:
  - 1. All rodent bait stations shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-targeted organisms.
  - 2. All rodent bait stations shall be placed out of the general view, in locations where it will not be disturbed by routing operations.
  - 3. The lids of all rodent bait stations shall be securely locked or fastened shut.
  - 4. All rodent bait stations shall be securely attached or anchored to floor, ground, wall or other immovable surface, so that the box cannot be picked up or moved.
  - 5. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
  - 6. All rodent bait stations shall be labeled on the inside with the Contractor's business name, phone number and address and dated by the Contractor's technician at the time of installation and each servicing.

7. The Contractor shall install and maintain rodent bait stations wherever necessary inside and/or outside of buildings/structures for rodent control.
- R. The Contractor must leave the work area free of any debris. Upon completion of work, the Contractor shall clear the job site of any and all debris at appropriate off-site locations. At no time shall the Contractor use the waste receptacles of the City for disposal.
- S. The Contractor must complete the work assigned in a neat and orderly manner, in accordance with all federal, state and local laws and regulations concerning storage, applications and disposal of hazardous materials.
- T. Regardless of service type at each visit, all services rendered shall be completed documented by the Contractor. The work order report will be left with the Contract Administrator at the location site. The report shall include the following information:
  1. Areas of the service provided
  2. Infested areas (if any)
  3. Type of infestation
  4. Procedures needed to control any noted infestation
  5. Name of technician who performed the service.
- U. The Contractor and all its employees shall be responsible to adhere with any and all rules, regulations, policies and procedures pertaining to security of City property. Any violations or disregard of the rules, regulations, policies and procedures may be cause for immediate termination of the contract.

### **1.3 Safety Requirements**

- A. The Contractor shall submit the current labels and Safety Data Sheets (SDS) for all pesticides to be used, and brand names of pesticide application equipment, rodent bait stations, insect and rodent trapping devices, pest monitoring devices, pest detection equipment and any other pest control devices or equipment that may be used to provide services. The City's approval of the submittal does not relieve the Contractor of its responsibilities to comply with the requirements of the contract documents.

- B. The application of all pesticides shall adhere to all federal, state and local laws and regulations, including all applicable Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), state/local regulatory guidance on pesticide storage, disposal and applications.
- C. Pesticides shall be applied according to the methods, rates and precautions on the manufacturer's label.
- D. When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.
- E. The Contractor shall take all necessary precautions to ensure employee safety and all necessary steps to ensure the containment of the pesticide to the site of application.

#### **1.4 Work Site and Conditions**

The Contractor shall perform citywide pest control services at the following locations but is not limited to:

<b>Column1</b>	<b>Dept</b>	<b>BUILDING</b>	<b>Address</b>	<b>Approx. Sq Ft</b>	<b>Frequency</b>	<b>Location Contact</b>
1	Animal	Animal Care-Main, Bldgs 1-8	2626 Holly Rd, Corpus Christi, Tx	28,048	Quarterly	Joel Skidmore 361-826-7274
2	Asset Mgmt	Facility Maintenance	5352 Ayers Building 3a, Corpus Christi, Tx	4,351	Quarterly	Sarah Hickey 361-826-3327
3	Asset Mgmt	Fleet Maintenance (Heavy Equip, Light Equip)	5352 Ayers Building 3B, Corpus Christi, Tx	26,525	Quarterly	Belinda Cortez 361-826-1901
4	Asset Mgmt	City Hall	1201 Leopard St, Corpus Christi, TX	236,375	Quarterly	Paul Chatman 361-331-1065
5	Asset Mgmt	Frost Bank	2402 Leopard St, Corpus Christi, TX	20,000	Quarterly	Paul Chatman 361-331-1066
6	Aviation	Airport Sites (Main Bldg, QTA, Firestation, and Toll Plaza)	308 International Dr, Corpus Christi, Tx	300,000	Quarterly	Gina Sanchez 361-826-1372
7	Engineering	Engineering Annex	4917 Holly Rd, Corpus Christi, Tx	4,900	Quarterly	Marie Colvin 361-826-3565
8	Fire	Fire Station #01	514 Belden Street	13,528	Quarterly	Doug Matthijetz 361-826-3920

9	Fire	Fire Station #02	13421 Leopard Street	4,608	Quarterly	Doug Matthijetz 361-826-3920
10	Fire	Fire Station #03	1401 Morgan Avenue	7,627	Quarterly	Doug Matthijetz 361-826-3920
11	Fire	Fire Station #04	2388 Rodd Field Road	4,720	Quarterly	Doug Matthijetz 361-826-3920
12	Fire	Fire Station #05	3105 Leopard Street	5,981	Quarterly	Doug Matthijetz 361-826-3920
13	Fire	Fire Station #06	6713 Weber Road	4,282	Quarterly	Doug Matthijetz 361-826-3920
14	Fire	Fire Station #07	3722 Staples Street (South)	4,720	Quarterly	Doug Matthijetz 361-826-3920
15	Fire	Fire Station #08	4645 Kostoryz Road	4,973	Quarterly	Doug Matthijetz 361-826-3920
16	Fire	Fire Station #09	501 Navigation Blvd	4,888	Quarterly	Doug Matthijetz 361-826-3920
17	Fire	Fire Station #10	1550 Horne Road	4,770	Quarterly	Doug Matthijetz 361-826-3920
18	Fire	Fire Station #11	910 Airline Road	4,888	Quarterly	Doug Matthijetz 361-826-3920
19	Fire	Fire Station #12	2120 Rand Morgan Road	4,888	Quarterly	Doug Matthijetz 361-826-3920
20	Fire	Fire Station #13	1801 Waldron Road	5,796	Quarterly	Doug Matthijetz 361-826-3920
21	Fire	Fire Station #14	5901 Staples Street (South)	5,488	Quarterly	Doug Matthijetz 361-826-3920
22	Fire	Fire Station #15	14202 Commodores Drive	5,302	Quarterly	Doug Matthijetz 361-826-3920
23	Fire	Fire Station #16	8185 HWY 361	4,203	Quarterly	Doug Matthijetz 361-826-3920
24	Fire	Fire Station #17	6869 Yorktown Blvd	4,970	Quarterly	Doug Matthijetz 361-826-3920
25	Fire	Fire Station #18	6226 Ayers St	5,910	Quarterly	Doug Matthijetz 361-826-3920
26	Fire	Fire - Warehouse and Auto Shop	1501 Holly Road	3,820	Quarterly	Doug Matthijetz 361-826-3920
27	Fire	Fire Department Resource Center	6226 Ayers St.	4,350	Quarterly	Doug Matthijetz 361-826-3920
28	Fire	Hazmat Central	3312 Leopard St.	3,864	Quarterly	Doug Matthijetz 361-826-3920
29	Fire	FDHQ-DSD	2406 Leopard St.	24,810	Quarterly	Doug Matthijetz 361-826-3920

30	Gas	Gas Department	4225 S Port Ave, Corpus Christi, TX	15,504	Quarterly	John Flores 361-885-6925
31	Health	Health Department-including WIC Clinic	1702 Horne Rd, Corpus Christi, TX	53,557	Quarterly	Denzel Otokunrin 361-826-7241
32	Health	WIC portable building	1702 Horne Rd, Corpus Christi, TX	1,440	Quarterly	Denzel Otokunrin 361-826-7241
33	Heritage Park	Litchenstein House	1581 N Chaparral, Corpus Christi, Tx	2,394	Quarterly	Joanna Moreno 361-826-3484
34	Heritage Park	Sidbury House	1581 N Chaparral, Corpus Christi, Tx	4,186	Quarterly	Joanna Moreno 361-826-3484
35	Heritage Park	Littles-Martin House	1581 N Chaparral, Corpus Christi, Tx	1,317	Quarterly	Joanna Moreno 361-826-3484
36	Heritage Park	Guggenheim House	1581 N Chaparral, Corpus Christi, Tx	1,912	Quarterly	Joanna Moreno 361-826-3484
37	Heritage Park	Galvan House	1581 N Chaparral, Corpus Christi, Tx	3,992	Quarterly	Joanna Moreno 361-826-3484
38	Heritage Park	Merriman-Bobbys House	1581 N Chaparral, Corpus Christi, Tx	1,482	Quarterly	Joanna Moreno 361-826-3484
39	Heritage Park	Grande-Grossman House	1581 N Chaparral, Corpus Christi, Tx	2,100	Quarterly	Joanna Moreno 361-826-3484
40	Heritage Park	Carroll House	1581 N Chaparral, Corpus Christi, Tx	1,288	Quarterly	Joanna Moreno 361-826-3484
41	Heritage Park	Jalufka-Gavatos House	1581 N Chaparral, Corpus Christi, Tx	1,800	Quarterly	Joanna Moreno 361-826-3484
42	Heritage Park	McC Campbell House	1581 N Chaparral, Corpus Christi, Tx	3,756	Quarterly	Joanna Moreno 361-826-3484
43	Library	La Retama Central Library	805 Comanche St, Corpus Christi, TX	78,400	Quarterly	Gabby Sanchez 361-826-7015
44	Library	Garcia Public Library	5930 Brockhampton St, CC, TX	11,329	Quarterly	Gabby Sanchez 361-826-7015
45	Library	Janeth Harte Public Library	2629 Waldron Rd, Corpus Christi, TX	15,431	Quarterly	Gabby Sanchez 361-826-7015
46	Library	Hopkins Public Library	3202 McKenzie Rd, Corpus Christi, TX	13,157	Quarterly	Gabby Sanchez 361-826-7015
47	Library	McDonalds Library	4044 Greenwood Dr, Corpus Christi, TX	15,142	Quarterly	Gabby Sanchez 361-826-7015
48	Library	Neyland Public Library	1230 Carmel Pkwy, Corpus Christi, TX	15,298	Quarterly	Gabby Sanchez 361-826-7015
49	Park & Rec	Ben Garza Gym	1815 Howard St, Corpus Christi, Tx	15,090	Quarterly	Joanna Moreno 361-826-3484
50	Park & Rec	Broadmoor Senior Center	1651 Tarlton St, Corpus Christi, TX	4,976	Quarterly	Joanna Moreno 361-826-3484
51	Park & Rec	Ethel Eyerly Senior Center	654 Graham Rd. Corpus Christi, TX	7,140	Quarterly	Joanna Moreno 361-826-3484

52	Park & Rec	Garden Senior Center	5325 Greely Dr, Corpus Christi, TX	10,320	Quarterly	Joanna Moreno 361-826-3484
53	Park & Rec	Greenwood Senior Center	4040 Greenwood Dr, Corpus Christi, TX	8,250	Quarterly	Joanna Moreno 361-826-3484
54	Park & Rec	Lindale Senior Center	3135 Swantner St, Corpus Christi, TX	8,254	Quarterly	Joanna Moreno 361-826-3484
55	Park & Rec	Northwest Senior Center	9725 Up River Rd, Corpus Christi, TX	10,802	Quarterly	Joanna Moreno 361-826-3484
56	Park & Rec	Oveal Williams Senior Center	1414 Martin Luther King Dr, CC, TX	10,802	Quarterly	Joanna Moreno 361-826-3484
57	Park & Rec	Zavala Senior Center	510 Osage St, Corpus Christi, TX	7,531	Quarterly	Joanna Moreno 361-826-3484
58	Park & Rec	Joe Garza Recreation Center	3204 Highland Ave, Corpus Christi, TX	14,326	Quarterly	Joanna Moreno 361-826-3484
59	Park & Rec	Lindale Recreation Center	3133 Swantner St, Corpus Christi, TX	8,511	Quarterly	Joanna Moreno 361-826-3484
60	Park & Rec	Oak Park Recreation Center	842 Erwin Ave, Corpus Christi, TX	4,790	Quarterly	Joanna Moreno 361-826-3484
61	Park & Rec	Oso Recreation Center	1111 Bernice Dr, Corpus Christi, TX	4,520	Quarterly	Joanna Moreno 361-826-3484
62	Park & Rec	Solomon Coles Rec Center	924 Winnebago St, Corpus Christi, TX	1,000	Quarterly	Joanna Moreno 361-826-3484
63	Park & Rec	Al Kruse Tennis Center	502 King St, Corpus Christi, TX	3,000	Quarterly	Joanna Moreno 361-826-3484
64	Park & Rec	HEB Pool Complex	1520 Shelly St, Corpus Christi, TX	2,640	Quarterly	Joanna Moreno 361-826-3484
65	Park & Rec	MLK-Admin Building	1406 Martin Luther King Blvd, Corpus Christi, Tx	5,755	Quarterly	Joanna Moreno 361-826-3484
66	Park & Rec	Central Kitchen	4141 Old Brownsville Rd, CC, TX	2,640	Quarterly	Joanna Moreno 361-826-3484
67	Park & Rec	Beach Operations	8185 State HWY 361, Corpus Christi, Tx	4,440	Quarterly	Martha Lawhon 361-826-3469
68	Park & Rec	Science and History Museum	1900 N Chaparral St, Corpus Christi, TX	85,688	Quarterly	Edward Flores 361-826-4665
69	Park & Rec	Nutrition Center	4101 Old Brownsville Rd, Corpus Christi, Tx	3,000	Quarterly	Joanna Moreno 361-826-3484 Joanna Moreno 361-826-3484
70	Police	Police Department HQ	321 John Sartain St, Corpus Christi, TX	78,290	Quarterly	Gloriane Lopez 361-826-2616
71	Police	Police Motor Pool	5352 Ayers Bldg 5A, Corpus Christi, Tx	6,928	Quarterly	Pat Eldridge 361-826-2696
72	Police	Police Impound	5485 Greenwood Dr, Corpus Christi, Tx	2,240	Quarterly	Pat Eldridge 361-826-2697



73	Police	Police Shooting Range	9600 Hearn's Ferry Rd, Odem, Tx	2,159	Quarterly	Pat Eldridge 361-826-2698
74	Police	Police Training (Corona)	4510 Corona Dr, Corpus Christi, Tx	7,950	Quarterly	Pat Eldridge 361-826-2699
75	Police	Calallen Substation	1925 Tuloso Rd, Corpus Christi, TX	7,950	Quarterly	Pat Eldridge 361-826-2700
76	Police	Police Internal Affairs	5805 Williams Dr, Corpus Christi, Tx	4,000	Quarterly	Pat Eldridge 361-826-2701
77	Police	Police Property Room	321 John Sartain St, Corpus Christi, TX	26,822	Quarterly	Pat Eldridge 361-826-2702
78	Purchasing	City Warehouse	5352 Ayers Bldg 6, Corpus Christi, Tx	1,500	Quarterly	Sarah Hickey 361-826-3327
79	Solid Waste	Solid Waste Building	2525 Hygeia, Corpus Christi, TX	6,068	Quarterly	Gabriel Maldonado 361-826-1986
80	Utilities	Sunrise Beach House	22787 Park Rd 25, Mathis Tx		Quarterly	Martha Lawhon 361-826-3469
81	Utilities	Water Department	2726 Holly Rd, Corpus Christi, TX	20,000	Quarterly	Maria Lopez 361-826-1623
82	Utilities	ON Stevens Plant— Maintenance	13101 Leopard St, Corpus Christi, TX	91	Quarterly	Maria Lopez 361-826-1624
83	Utilities	ON Stevens Plant— Filter Bldg.	13101 Leopard St, Corpus Christi, TX	1,200	Quarterly	Maria Lopez 361-826-1625
84	Utilities	ON Stevens Plant— Chemical Bldg	13101 Leopard St, Corpus Christi, TX	1,000	Quarterly	Maria Lopez 361-826-1626
85	Utilities	Oso WasteWater Treatment Plant	501 Nile, Corpus Christi, TX	1,500	Quarterly	Oscar Uribe 361-826-4032
86	Utilities	Greenwood WWTP	6541 Greenwood Dr, Corpus Christi, TX	3,600	Quarterly	Oscar Uribe 361-826-4033
87	Utilities	Broadway WWTP	1402 W Broadway, Corpus Christi, TX	6,000	Quarterly	Oscar Uribe 361-826-4034
88	Utilities	Laguna Madre WWTP	201 Jester St, Corpus Christi, TX	1,500	Quarterly	Oscar Uribe 361-826-4035
89	Utilities	White Cap Waste WWTP	13409 White Cap St, Corpus Christi, TX	1,500	Quarterly	Oscar Uribe 361-826-4036
90	Utilities	Allison WWTP	4101 Allison St, Corpus Christi, TX	1,500	Quarterly	Oscar Uribe 361-826-4037
91	Utilities	Sand Dollar Pump Station	42201 Sand Dollar Dr, Corpus Christi, Tx	3,000	Quarterly	Maria Lopez 361-826-1625
92	Utilities	Staples Street Pump Station	CR 43/FM 2444 Staples, Corpus Christi, Tx	3,575	Quarterly	Maria Lopez 361-826-1626
93	Utilities	Kinney Street Pump Station	302 N Shoreline Blvd, Corpus Christi, Tx	2,100	Quarterly	Maria Lopez 361-826-1627
94	Utilities	Sunrise Beach Bldg 1	22825 Park Rd, Corpus Christi, Tx	1,560	Quarterly	Maria Lopez 361-826-1628

95	Utilities	Sunrise Beach Bldg 2	22825 Park Rd, Corpus Christi, Tx	840	Quarterly	Maria Lopez 361-826-1629
96	Utilities	Sunrise Beach Bldg 3	22825 Park Rd, Corpus Christi, Tx	576	Quarterly	Maria Lopez 361-826-1630
97	Utilities	Wesley Seale Dam Bldg 1	CR 365, Sandia, Tx	3,375	Quarterly	Maria Lopez 361-826-1631
98	Utilities	Wesley Seale Dam Bldg 2	CR 365, Sandia, Tx	1,164		Maria Lopez 361-826-1632
99	Utilities	Choke Canyon Reservoir-Residence	150 South Shore Park Rd, Corpus Christi, Tx	1,800	Quarterly	Maria Lopez 361-826-1633
100	Utilities	Choke Canyon-Shed	150 South Shore Park Rd, Corpus Christi, Tx	192	Quarterly	Maria Lopez 361-826-1634
101	Utilities	Choke Canyon Reservoir	150 South Shore Park Rd, Corpus Christi, Tx	500	Quarterly	Maria Lopez 361-826-1635
102	Utilities	Choke Canyon Reservoir-Maintenance Bldg	150 South Shore Park Rd, Corpus Christi, Tx	2,000	Quarterly	Maria Lopez 361-826-1636
103		Miscellaneous City locations	City Wide		Quarterly	Rebecca Serna 361-826-3388

### **1.5 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 insure it complies with the contract requirements.

### **1.6 Recordkeeping**

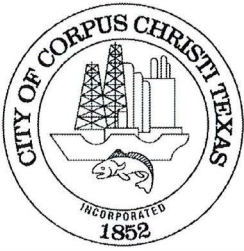
The Contractor shall establish and maintain a log delineating complete and accurate records of all services for the term of the contract. The Contractor shall update the logs after each service defined in the contract.

### **1.7 Invoicing**

The Contractor shall submit the invoice for pest control services to the City. The invoice shall include work description, purchase order, location, and date of service.

1. Invoices shall be sent as follows:
  - a. Original copy to Accounts Payable
  - b. Copy sent to [facilitymaintenanceinvoicing@cctexas.com](mailto:facilitymaintenanceinvoicing@cctexas.com)
  - c. Copy to Contract Administrator

2. The Contractor shall include copies of work order, and Contractor information Checklist (CIC) provided by Project Manager or designee. This is used as back-up for the invoice. Approval for payment shall be authorized by the Contract Administrator or Project Manager.



## Attachment B: Bid/Pricing Schedule

# CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 4162

Pest Control Services for City Properties

PAGE 1 OF 4

Date: 07-05-22Bidder: Bug Pro IncAuthorized  
Signature:

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:

- 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.
- 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.
- Bidder is current with all taxes due, and company is in good standing with all applicable governmental agencies.
- Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY For 3 years	Unit Price	Total Price
1	Animal Care-Main Bldgs 1-8	QTR	12	75.00	900.00
2	Facility Maintenance	QTR	12	33.33	399.96
3	Fleet Maintenance (Heavy Equip, Light Equip)	QTR	12	75.00	900.00
4	City Hall	QTR	12	215.00	2580.00
5	Frost Bank	QTR	12	75.00	900.00
6	Airport Sites (Main Bldg., QTA, Fire station, Toll Plaza	QTR	12	300.00	3600.00
7	Engineering Annex	QTR	12	33.33	399.96
8	Fire Station #1	QTR	12	50.00	600.00
9	Fire Station #2	QTR	12	33.33	399.96
10	Fire Station #3	QTR	12	33.33	399.96
11	Fire Station #4	QTR	12	33.33	399.96
12	Fire Station #5	QTR	12	33.33	399.96
13	Fire Station #6	QTR	12	33.33	399.96
14	Fire Station #7	QTR	12	33.33	399.96



15	Fire Station #8	QTR	12	33.33	399.96
16	Fire Station #9	QTR	12	33.32	399.84
17	Fire Station #10	QTR	12	33.32	399.84
18	Fire Station #11	QTR	12	33.33	399.96
19	Fire Station #12	QTR	12	33.32	399.84
20	Fire Station #13	QTR	12	33.32	399.84
21	Fire Station #14	QTR	12	33.32	399.84
22	Fire Station #15	QTR	12	33.32	399.84
23	Fire Station #16	QTR	12	33.33	399.96
24	Fire Station #17	QTR	12	33.33	399.96
25	Fire Station #18	QTR	12	33.33	399.96
26	Fire-Warehouse and Auto Shop	QTR	12	33.33	399.96
27	Fire Department Resource Center	QTR	12	33.33	399.96
28	Hazmat Central	QTR	12	33.33	399.96
29	FDHQ-DSD	QTR	12	75.00	900.00
30	Gas Department	QTR	12	75.00	900.00
31	Health Department including WIC Clinic	QTR	12	100.00	1200.00
32	WIC portable building	QTR	12	33.33	399.96
33	Lichtenstein House	QTR	12	33.33	399.96
34	Sidbury House	QTR	12	33.32	399.84
35	Littles-Martin House	QTR	12	33.33	399.96
36	Guggenheim House	QTR	12	33.33	399.96
37	Galvan House	QTR	12	33.33	399.96
38	Merriman-Bobbys House	QTR	12	33.33	399.96
39	Grande-Grossman House	QTR	12	33.33	399.96
40	Carroll House	QTR	12	33.33	399.96
41	Jalufka-Gavatos House	QTR	12	33.33	399.96
42	McCampbell House	QTR	12	33.33	399.96
43	La Retama Central Library	QTR	12	125.00	1500.00
44	Garcia Public Library	QTR	12	50.00	600.00
45	Janeth Harte Public Library	QTR	12	75.00	900.00
46	Hopkins Public Library	QTR	12	50.00	600.00
47	McDonalds Library	QTR	12	75.00	900.00
48	Neyland Public Library	QTR	12	75.00	900.00
49	Ben Garza Gym	QTR	12	75.00	900.00
50	Broadmoor Senior Center	QTR	12	33.33	399.96
51	Ethel Eyerly Senior Center	QTR	12	33.33	399.96
52	Garden Senior Center	QTR	12	50.00	600.00
53	Greenwood Senior Center	QTR	12	50.00	600.00
54	Lindale Senior Center	QTR	12	50.00	600.00
55	Northwest Senior Center	QTR	12	50.00	600.00
56	Oveal Williams Senior Center	QTR	12	50.00	600.00
57	Zavala Senior Center	QTR	12	33.33	399.96
58	Joe Garza Recreation Center	QTR	12	50.00	600.00



59	Lindale Recreation Center	QTR	12	50.00	600.00
60	Oak Park Recreation Center	QTR	12	33.33	399.96
61	Oso Recreation Center	QTR	12	33.33	399.96
62	Solomon Coles Recreation Center	QTR	12	33.33	399.96
63	Al Kruse Tennis Center	QTR	12	33.33	399.96
64	HEB Pool Complex	QTR	12	33.33	399.96
65	MLK-Admin Building	QTR	12	33.33	399.96
66	Central Kitchen	QTR	12	33.33	399.96
67	Beach Operations	QTR	12	33.33	399.96
68	Science and History Museum	QTR	12	100.00	1200.00
69	Nutrition Center	QTR	12	33.33	399.96
70	Police Department HQ	QTR	12	125.00	1500.00
71	Police Motor Pool	QTR	12	33.33	399.96
72	Police Impound	QTR	12	33.33	399.96
73	Police Shooting Range	QTR	12	33.33	399.96
74	Police Training (Corona)	QTR	12	50.00	600.00
75	Calallen Substation	QTR	12	50.00	600.00
76	Police Internal Affairs	QTR	12	33.33	399.96
77	Police Property Room	QTR	12	75.00	900.00
78	City Warehouse	QTR	12	33.33	399.96
79	Solid Waste Building	QTR	12	33.33	399.96
80	Sunrise Beach House	QTR	12		Do not bid
81	Water Department	QTR	12	75.00	900.00
82	ON Stevens Plant-Maintenance Bldg.	QTR	12	25.00	300.00
83	ON Stevens Plant-Filter Bldg.	QTR	12	33.33	399.96
84	ON Stevens Plant-Chemical Bldg.	QTR	12	33.33	399.96
85	Oso WWTP	QTR	12	33.33	399.96
86	Greenwood WWTP	QTR	12	33.33	399.96
87	Broadway WWTP	QTR	12	33.33	399.96
88	Laguan Madre WWTP	QTR	12	33.33	399.96
89	White Cap WWTP	QTR	12	33.33	399.96
90	Allison WWTP	QTR	12	33.33	399.96
91	Sand Dollar Pump Station	QTR	12	33.33	399.96
92	Staples Street Pump Station	QTR	12	33.33	399.96
93	Kinney Street Pump Station	QTR	12	33.33	399.96
94	Sunrise Beach Bldg. 1	QTR	12	33.33	399.96
95	Sunrise Beach Bldg. 2	QTR	12	25.00	300.00
96	Sunrise Beach Bldg. 3	QTR	12	25.00	300.00
97	Wesley Seale Dam Bldg. 1	QTR	12	33.33	399.96
98	Wesley Seale Dam Bldg. 2	QTR	12	33.33	399.96
99	Choke Canyon Reservoir-Residence	QTR	12	33.37	400.44
100	Choke Canyon-Shed	QTR	12	25.00	300.00
101	Choke Canyon-Reservoir	QTR	12	25.00	300.00

Page 4 of 4					
102	Choke Canyon-Reservoir-Maintenance Bldg.	QTR	12	33.33	399.96
103	Emergency Services	EA	20	33.33	399.96
104	Miscellaneous City Locations	EA	30	33.33	399.96
Total					<del>65,846.73</del>

**\$58,643.46**

## Attachment C: Insurance and Bond Requirements

### A. CONTRACTOR'S LIABILITY INSURANCE

1. 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.
2. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

3. 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.

### B. 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.
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 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

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, 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.
5. 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.

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 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.
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 agreement.
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 agreement.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

#### 2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

**No bond is required for this service agreement.**

## **Attachment D: Warranty Requirements**

No warranty is required for this service agreement.