

SERVICE AGREEMENT NO. 147

Palm Tree Trimming Services

THIS **Palm Tree Trimming Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Rolland G. Hyatt, Jr., doing business as Woodstock Tree Surgeons ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Palm Tree Trimming Services in response to Request for Bid/Proposal No. 147 ("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 Palm Tree Trimming Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.** This Agreement is for 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to four additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
3. **Compensation and Payment.** The total value of this Agreement is not to exceed \$148,605.00, 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. 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.

- 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:

Joshua Wentworth
Parks and Recreation
Phone: 361-826-3483
Email: JoshuaW@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 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.** Any Services 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.** 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. 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.
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.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors,

however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.

- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 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 related 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: Joshua Wentworth
Title: Superintendent
Address: 1201 Leopard St.
Corpus Christi, Texas 78401
Fax: 361-826-3864

IF TO CONTRACTOR:

Woodstock Tree Surgeons
Attn: Rolland G. Hyatt Jr.
Title: Owner
Address: 2550 Rodd Field Rd.
Corpus Christi, Texas 78414
Fax: 361-992-4808

17. CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. 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 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 Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator 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 Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager 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. 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.
- 20. 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.
- 21. 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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
- 22. 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.
- 23. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
- 24. 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: Roland G. Heath Jr.

Printed Name: ROLAND G. HEATH JR.

Title: OWNER

Date: 8-30-16

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance/Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 147
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A-SCOPE OF WORK

Palm Tree Trimming Services

4.1 General Requirements/Background Information

The Contractor shall provide Palm Tree Trimming Services as outlined in this Scope of Work and in accordance with ANSI A300.

4.2 Scope of work – Palm Tree Trimming

- A. The Contractor shall trim all palm trees in Groups 1, 7, 9 and 10 once per year and in Groups 2, 3, 4, 5, 6 and 8 twice per year. See Exhibit "A" for list and maps. The "A" designation behind each Group in the Bid Form represents that it's the second trimming of that Group.
- B. The Contractor shall maintain all trees in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
- C. The Contractor shall discard all palm tree trimmings off-site using a legal method.
- D. The Contractor shall sterilize the cutting blades on pruning shears, clippers, blades, saws, etc. after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of one part bleach and nine parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

4.3 Work Site and Conditions

- A. The work shall be performed at locations throughout the City as defined by group. See Exhibit "A" for locations.
- B. Contractor shall supply the City with a work schedule to indicate the normal starting and completion times for its operations. The Contractor shall prune trees only in appropriate months and in accordance with ANSI A300. Changes in such work schedules must be approved by the City.
- C. Work Hours: The Contractor will confine all operations to daylight hours, Monday through Friday, unless one of the days is a City designated holiday. Saturday and Sunday trimming will require approval from the Contractor Administrator to ensure there is no interference with activities, rentals or special events.
- D. Non-Work Hours: The Contractor may not store any equipment or tools on any site. After completion of work at any site, the Contractor must remove all equipment, supplies, and materials from that site.

E. For Ozone Warning Days the following restrictions apply:

1. No use of chain saws, pole saws, motor scooters and other small engines will be allowed.
2. Diesel powered trimming equipment will be allowed to operate on the second day of back-to-back Ozone Action Days if equipment is labeled stating the type of fuel used and the Contractor has made contact with the Contract Administrator, or designee, and received permission to proceed with work order.
3. Equipment using reformulated gas will be allowed to operate on the third day of back-to-back Ozone Action Days if equipment is labeled stating the type of fuel used and the Contractor has made contact with the Contract Administrator, or designee and received permission to proceed with work order.

4.4 Traffic Control

The Contractor shall follow all traffic regulations in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands, safety flags, and all other safety materials, devices and safety vests are required to protect the tree trimmers and the traveling public.

4.5 Equipment

- A. All tree maintenance equipment must have safety devices which conform to manufacturer's standards and all applicable OSHA regulations to prevent damage to property. All equipment shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times. All equipment shall be approved by the Contract Administrator.
- B. Should the Contractor's equipment require service while at any location, the Contractor must notify the Contract Administrator or designee. The Contractor shall not permit any oil, grease, or lubricants to spill onto or to contaminate the soil. The Contractor shall be responsible for any clean up and disposal of contaminated soil in accordance with all Applicable City, State, and Federal Regulations.

4.6 Safety Requirements

- A. Public Safety and Convenience: The safety of the public and the convenience of traffic shall be regarded as prime importance. All portions of streets shall be kept open to traffic. The Contractor shall coordinate all Work with the Contract Administrator and shall place warning signs in accordance with the current version of the Texas Manual on Uniform Traffic Control Devices. Signs, sign stands, safety flags, and all other safety materials or devices as well as safety vests will be required to protect the trimmers and the traveling public and will be furnished by the Contractor. The Contractor will be responsible for the maintenance or replacement of these

items as necessary. If at any time work is in progress, the traffic control devices do not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the Contractor shall immediately make necessary changes there to correct the unsatisfactory conditions. These provisions for directing traffic will not be paid for directly, but shall be subsidiary to the various bid items of this contract.

- B. The Contractor and all related employees shall attend an orientation prior to beginning any work.

5352 Ayers St. Bldg. 4
Corpus Christi, Texas 78415

4.7 Security and Protection of Property

A. Security Requirements:

1. The Contractor shall maintain and abide by the security measures at all locations including locking gates when leaving the sites.
2. The Contractor shall not enter the buildings at any location for any reason without receiving prior approval from the Contract Administrator.

B. Protection of Property:

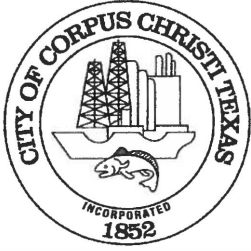
1. The Contractor shall take proper measures to protect all property which might be damaged by Contractor's Work hereunder, and in case of any damage resulting from any act or omission on the part of or on behalf of the Contractor, he shall restore at his own expense the damaged property to a condition similar or equal to that existing before such damage was done, or he shall make good such damage in all acceptable manner.
2. All damages which are not repaired or compensated for by the Contractor will be repaired or compensated for by City forces at the Contractor's expense. All expenses charged by the City for repair work or compensation shall be deducted from any monies owed to the Contractor.

4.8 Notifications and Inspections

- A. Each Monday morning prior to 8:00 a.m., the Contractor shall call or email the assigned Contract Administrator indicating the locations and work being performed that week. No work shall be done without proper, prior notification.
- B. When a location is completed, the assigned City Inspector shall inspect the site and either approve the work or advise the Contractor of any discrepancies. The Contractor shall take whatever action necessary to correct any discrepancies within one working day. The Contract Administrator shall then make another inspection and if the discrepancies have not been corrected, the Contractor will be notified and a

\$25 re-inspection fee will be charged for a third inspection. At that time, the Contractor shall have one working day to complete the work. If the discrepancies still have not been corrected, the Contractor will be notified to correct the discrepancies and a \$25 fee will be charged for each additional inspection necessary until discrepancies have been corrected. The City shall deduct the inspection fee from the payment to be made to the Contractor for that cycle of maintenance.

- C. The City shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, its subcontractors, agents, and employees.
- D. Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under this Contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City and Contract Administrator. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract, unless such directives would create potential personal injury or safety hazards.
- E. A 15% fee will be due for work not conforming to ANSI Palm tree trimming standards in all areas.
- F. The Contractor shall replace any trees found to be dead due to improper trimming with plant material of identical species at the Contractor's expense. Replacement trees shall equal in size to the originally installed tree at the time it was planted at the site. In no case shall replacement trees be less than #24 box size as defined by the American Nursery Association.
- G. Replacement trees shall be approved for size and appearance by the City prior to planting. Replacement trees shall be double staked with two inches (5 cm) diameter stakes unless otherwise approved by the City. Place six slow-release fertilizer tablets in backfill material, evenly spaced around root ball, but not touching the root ball. Remove tree stakes from trees when the trunks are larger than two inches (5 cm) caliper and the trees are able to support themselves. Remove stakes from site and dispose of by a legal method. Recycle used stakes if possible.
- H. In locations where irrigation is not installed tree bags will be used on newly planted trees for a time period of 2 years for establishment. Trees with smaller calipers will be hand water for a time period of 2 years for establishment.
- I. The Contractor shall be responsible for the replacement of any plantings that may be damaged due to improper performance of designated maintenance activities. In such case, the Contract Administrator or designee shall specify when replacement is to be made. If the Contractor fails to replace the plantings according to instruction of the Contract Administrator, the Contractor agrees that the City may replace and reduce the Contractor payment by the amount of cost of replacement planting.



ATTACHMENT B-BID/PRICING SCHEDULE

CITY OF CORPUS CHRISTI PURCHASING DIVISION BID FORM RFB No. 147

Palm Tree Trimming Services

Bidder:

Woodstock Tree Surgeons

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Palm Tree Trimming Group 1	EA	167	\$ 45 ⁰⁰	\$ 7,515 ⁰⁰
2	Palm Tree Trimming Group 2	EA	260	\$ 45 ⁰⁰	\$ 11,700 ⁰⁰
3	Palm Tree Trimming Group 2A	EA	260	\$ 30 ⁰⁰	\$ 7,800 ⁰⁰
4	Palm Tree Trimming Group 3	EA	331	\$ 45 ⁰⁰	\$ 14,895 ⁰⁰
5	Palm Tree Trimming Group 3A	EA	331	\$ 30 ⁰⁰	\$ 9,930 ⁰⁰
6	Palm Tree Trimming Group 4	EA	91	\$ 45 ⁰⁰	\$ 4,095 ⁰⁰
7	Palm Tree Trimming Group 4A	EA	91	\$ 30 ⁰⁰	\$ 2,730 ⁰⁰
8	Palm Tree Trimming Group 5	EA	373	\$ 45 ⁰⁰	\$ 16,785 ⁰⁰
9	Palm Tree Trimming Group 5A	EA	373	\$ 30 ⁰⁰	\$ 11,190 ⁰⁰
10	Palm Tree Trimming Group 6	EA	196	\$ 45 ⁰⁰	\$ 8,820 ⁰⁰
11	Palm Tree Trimming Group 6A	EA	196	\$ 30 ⁰⁰	\$ 5,880 ⁰⁰
12	Palm Tree Trimming Group 7	EA	198	\$ 45 ⁰⁰	\$ 8,910 ⁰⁰
13	Palm Tree Trimming Group 8	EA	317	\$ 45 ⁰⁰	\$ 14,265 ⁰⁰
14	Palm Tree Trimming Group 8A	EA	317	\$ 30 ⁰⁰	\$ 9,510 ⁰⁰
15	Palm Tree Trimming Group 9	EA	142	\$ 45 ⁰⁰	\$ 6,390 ⁰⁰
16	Palm Tree Trimming Group 10	EA	182	\$ 45 ⁰⁰	\$ 8,190 ⁰⁰
Total			3825		\$ 148,605 ⁰⁰

ATTACHMENT C-INSURANCE/BOND REQUIREMENTS

I. SUCCESSFUL BIDDER'S LIABILITY INSURANCE

- A. Successful Bidder must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Successful Bidder must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Successful Bidder must furnish to the City's Risk Manager and the 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 all applicable policies. **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 Successful Bidders 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'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.

Employer's Liability	\$500,000/\$500,000/\$500,000
----------------------	-------------------------------

- C. In the event of accidents of any kind related to this contract, Successful Bidder 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, Successful Bidder 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 Successful Bidder is not domiciled in the State of Texas.
- B. Successful Bidder shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Successful Bidder'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. Successful Bidder 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. **Successful Bidder 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, Successful Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Successful Bidder'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 Successful Bidder'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 Successful Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Successful Bidder hereunder until Successful Bidder demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Bidder may be held responsible for payments of damages to persons or property resulting from Successful Bidder's or its sub-Successful Bidder's performance of the work covered under this contract.
- H. It is agreed that Successful Bidder'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.

2016 Insurance Requirements
 Park & Recreation
 Tree Trimming
 6/22/2016 mv Risk Management

ATTACHMENT C- BOND REQUIREMENTS

No Bond Requirement is necessary for this Service Agreement.

ATTACHMENT D- WARRANTY REQUIREMENTS

No warranty is required for the Service Agreement.