

SERVICE AGREEMENT NO. 1949

Mowing Services for Asset Management

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

WHEREAS, Contractor has bid to provide Mowing Services for Asset Management in response to Request for Bid/Proposal No. 1949 ("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 Mowing Services for Asset Management ("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 36 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month/year periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$62,225.28, 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. 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 will be mailed to the following address with a copy provided to the Contract Administrator:

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

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Jesse Hernandez
Department: Asset Management
Phone: (361) 826-1983
Email: JesseH@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.** 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 unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, 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. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 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: Jesse Hernandez

Title: Superintendent of Operations

Address: 5352 Ayers, Bldg. 3A, Corpus Christi, Texas 78415

Phone:(361) 826-1983

Fax:(361) 826-1989

IF TO CONTRACTOR:

WLE, LLC

Attn: Richard Gonzalez

Title: Business Development Manager

Address: 10122 Bradshaw Road, Austin, Texas 78747

Phone: (512) 815-8855

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 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 (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).
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 if required by said statute.
23. **Governing Law.** Contractor agrees to comply with all federal, State, and local laws, rules, and regulations. Failure to comply with any such laws, rules, or regulations will be cause to terminate this agreement under paragraph 18(A) above. 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.

CONTRACTOR

Signature: Richard Gonzalez

Printed Name: Richard Gonzalez

Title: Business Development Manager

Date: 5/7/2019

CITY OF CORPUS CHRISTI

Kim Baker
Director of 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. 1949

Exhibit 2: Contractor's Bid/Proposal Response

Attachment A- Scope of Work

1.1 General Requirements/Background Information

- A.** The Contractor shall perform mowing services as outlined in this Scope of Work.
- B.** The Contractor shall provide labor, supervision, equipment and supplies necessary to keep areas properly maintained.
- C.** The Contractor must be available to perform the work Monday through Saturday between 7:00 AM to 7:00 PM.
- D.** The locations listed consist of 13 properties in this Scope of Work.

1.2 Mowing Requirement

A. Debris Removal

- 1.** The Contractor must remove and dispose of any debris and/or trash on city property prior to mowing. However, if the debris is too large to haul, the Contractor shall pile the debris, take a picture and email the picture and location to the Contract Administrator prior to leaving the location.
- 2.** Debris and/or Trash is defined as items such as but not limited to: paper, plastic litter, small toys, bottles, cans, small household items like dishes and table ware.
- 3.** Heavy debris is defined as items such as but not limited to: appliances, toilets, furniture, tires, tree trunks, tree limbs, branches, construction materials such as lumber and bricks, etc.

B. Mowing and Trimming

The Contractor must mow and trim each property; trimming around trees, bushes and sidewalks.

C. Cleaning

The Contractor must clean and remove excess grass cuttings from sidewalks and streets. The Contractor cannot blow grass clippings into the streets or sidewalk areas.

1.3 Locations

- A.** The Contractor shall provide mowing services to the following locations:

ADDRESS	APPROXIMATE LOT DIMENSIONS
1. 425 18th Street	25 ft x 120 ft
2. 502 18th Street	77.27 ft x 70 ft
3. 508 18th Street	77.27 ft x so ft
4. 212 Anchor	Irregular Shape (28,865 sq. ft)

5. 7101 Edgebrook Dr	101.42 ft x 73.48 ft
6. 5205 Edinburg Circle	Irregular Shape (6,713 sq. ft)
7. 2034 Mary St	92 ft x 27.27 ft
8. 917 Parkers Alley	19.16 ft x 40.44 ft
9. 920 Parkers Alley	Irregular Shape (3,412 sq. ft)
10. 4830 Williams Dr	Irregular Shape (.478 acres)
11. 720 Osage	50 ft x 100 ft parking lot
12. 2835 Blake St	Irregular Shape (8,975 sq. ft)
13. 2402 Leopard St	8,187 sq. ft

- B. The City of Corpus Christi reserves the right to add or remove properties during the term of the contract and will do so by amending the contract.

1.4 Mowing Schedule

The schedule is to mow each location every 2 weeks provided there are no adverse weather conditions. Mowing in rainy weather is prohibited.

The Contractor is expected to supplement forces to get the mowing back on schedule if adverse weather causes the work to be behind schedule.

The Contract administrator reserves the right to adjust the mowing schedule due to adverse weather conditions or growing conditions.

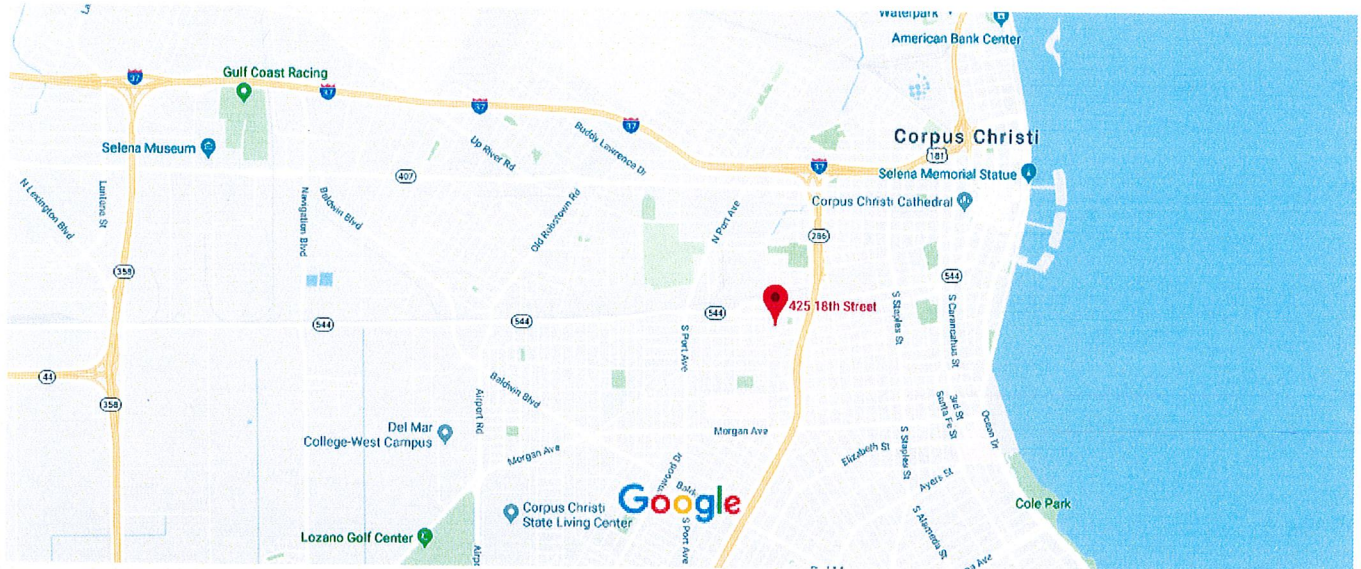
Mowing Cycle Frequency	
Months	Frequency
Winter/Spring/Summer/Fall	Every 2 weeks

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.

Attachment A-1 – Maps/Locations/Schematics

Google Maps 425 18th St



Map data ©2019 Google 2000 ft



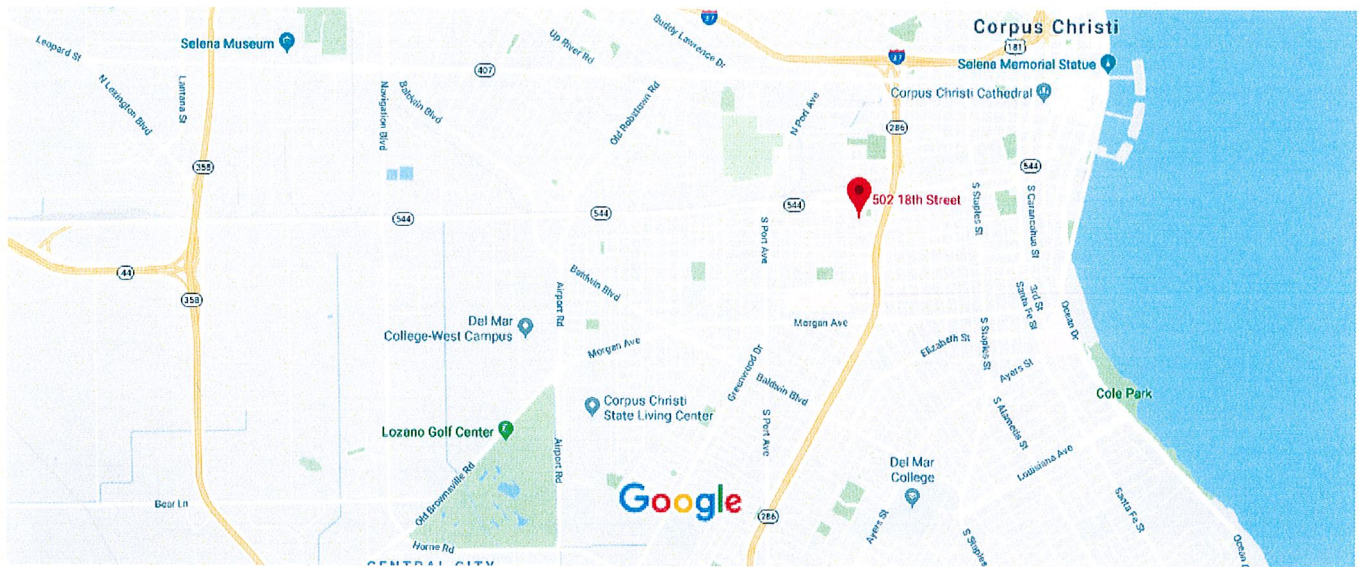
425 18th St

Corpus Christi, TX 78405

QHPP+9V Central City, Corpus Christi, TX



Google Maps 502 18th St



Map data ©2019 Google 2000 ft



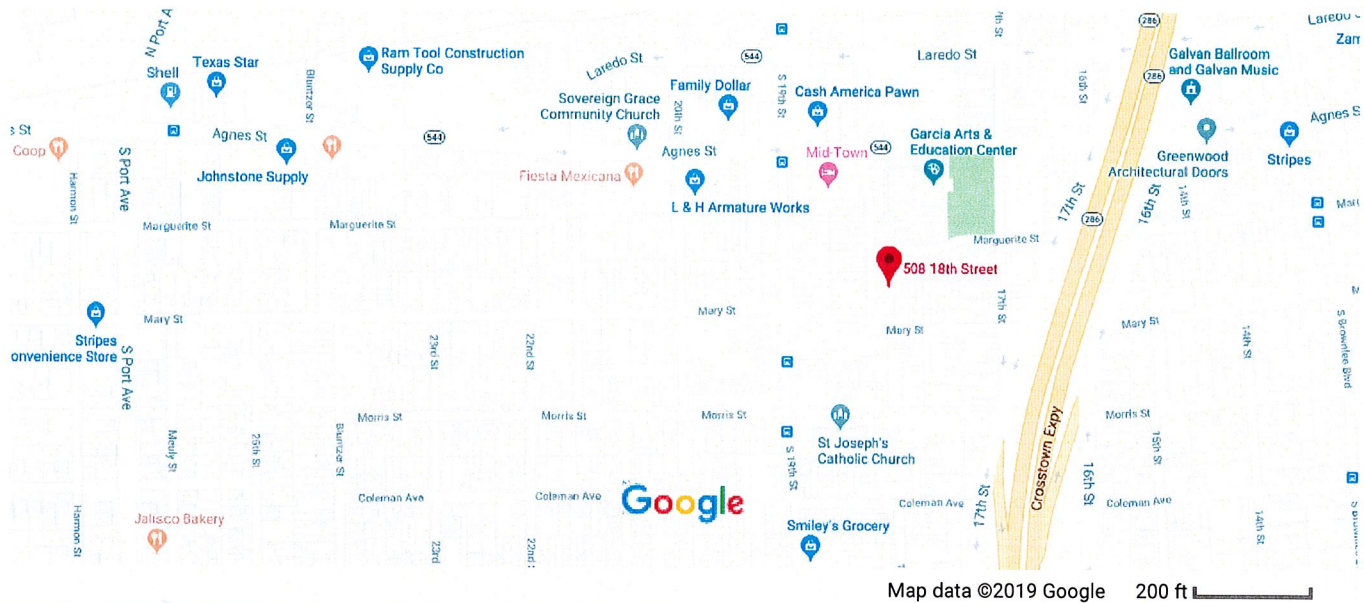
502 18th St

Corpus Christi, TX 78405

QHPQ+73 Central City, Corpus Christi, TX



Google Maps 508 18th St



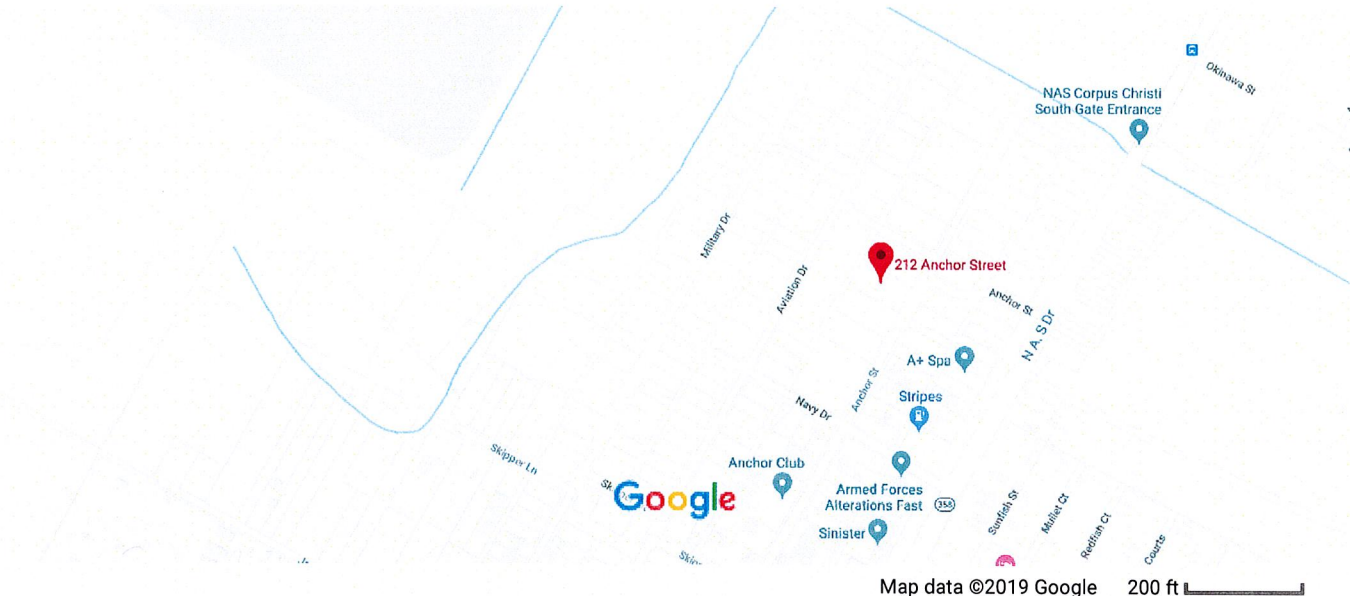
508 18th St

Corpus Christi, TX 78405

QHPQ+63 Central City, Corpus Christi, TX

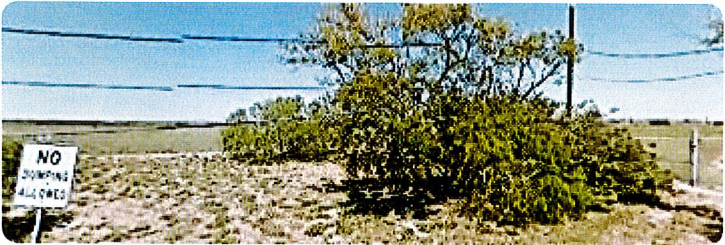


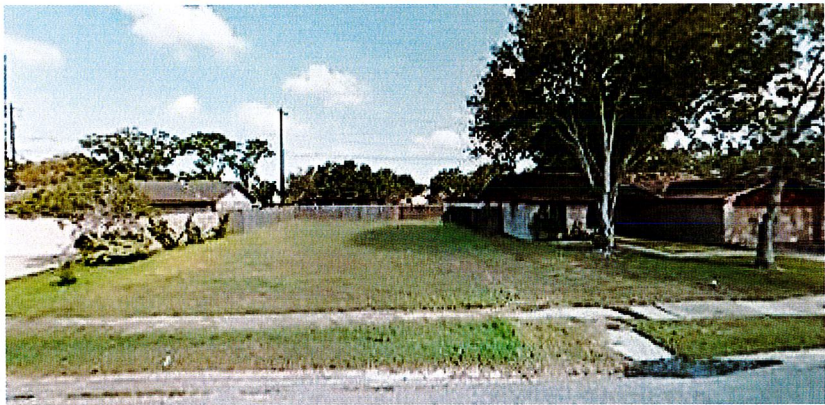
Google Maps 212 Anchor St



212 Anchor St
Corpus Christi, TX 78418

MPHF+X4 Flour Bluff, Corpus Christi, TX



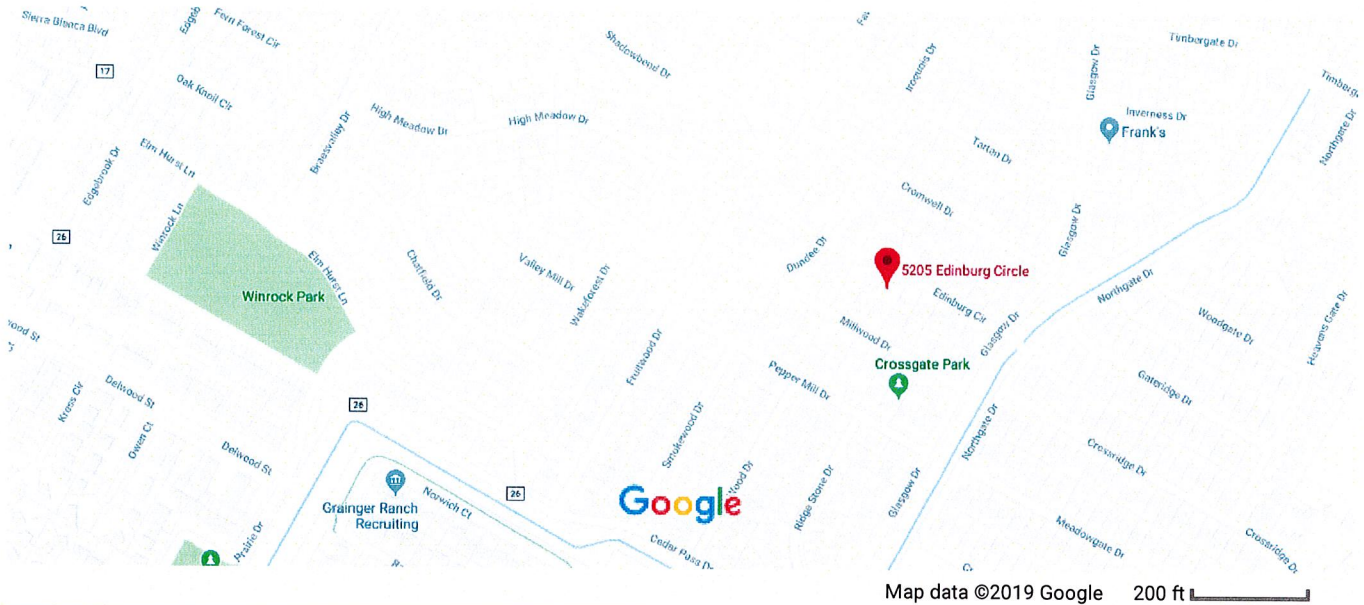


7101 Edgebrook Dr
Corpus Christi, TX 78413

MHJV+7V South Side, Corpus Christi, TX

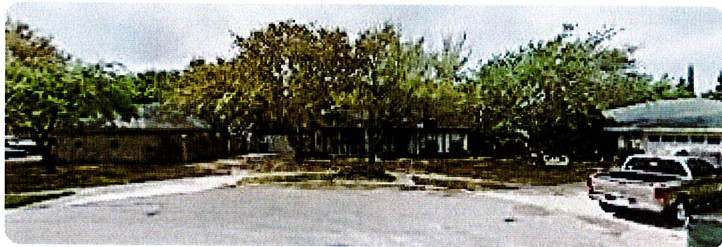


Google Maps 5205 Edinburg Cir



5205 Edinburg Cir
Corpus Christi, TX 78413

MJH3+M7 South Side, Corpus Christi, TX



Google Maps 2034 Mary St

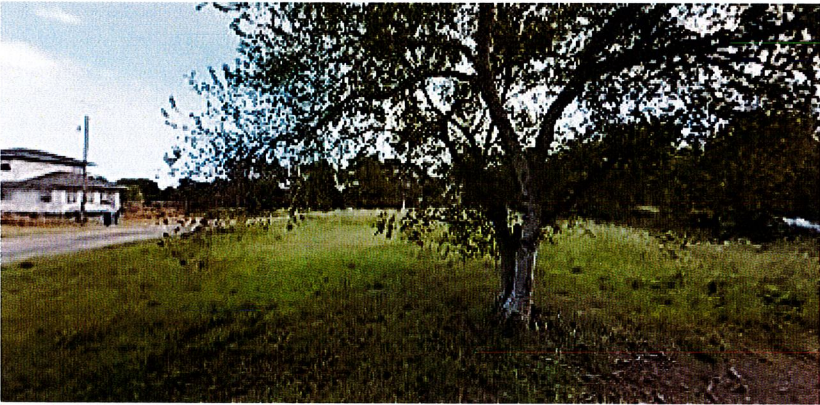


2034 Mary St

Corpus Christi, TX 78405

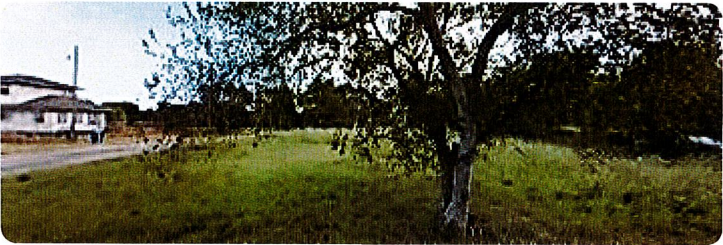
QHPQ+42 Central City, Corpus Christi, TX



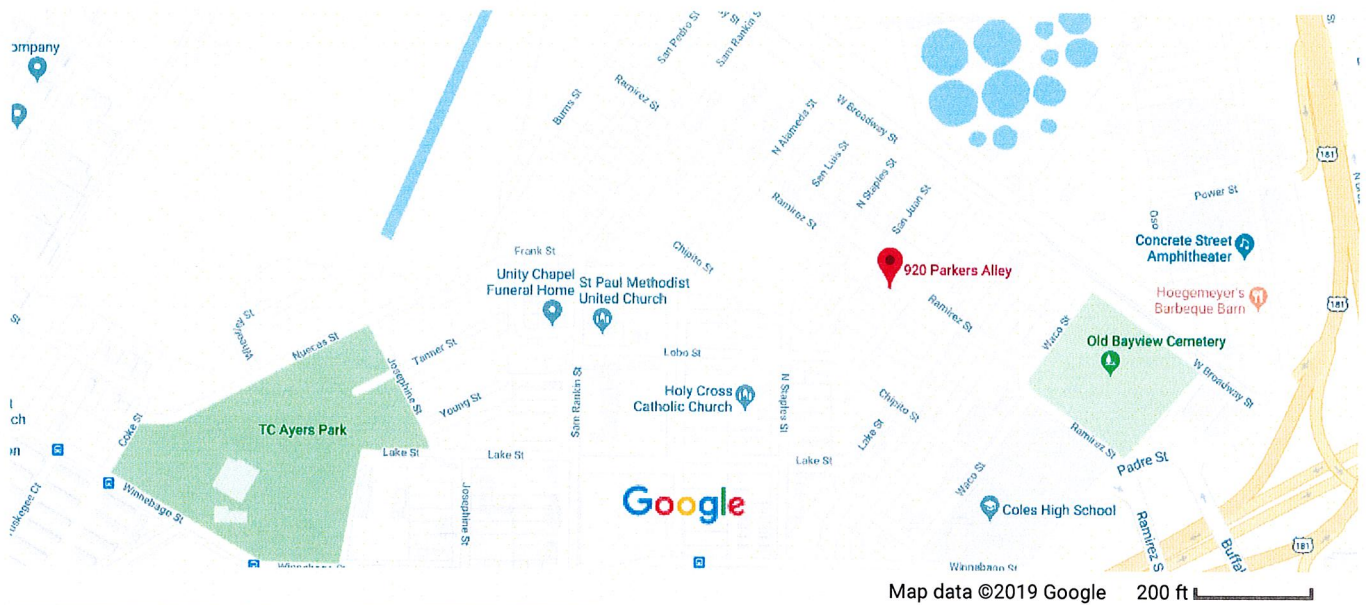


917 Parkers Alley
Corpus Christi, TX 78401

RH2X+P9 Central City, Corpus Christi, TX



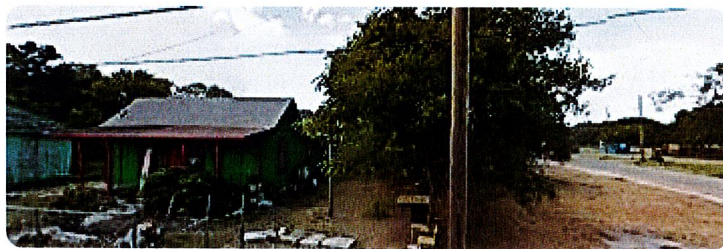
Google Maps 920 Parkers Alley



920 Parkers Alley

Corpus Christi, TX 78401

RH2X+Q7 Central City, Corpus Christi, TX



Google Maps 4830 Williams Dr

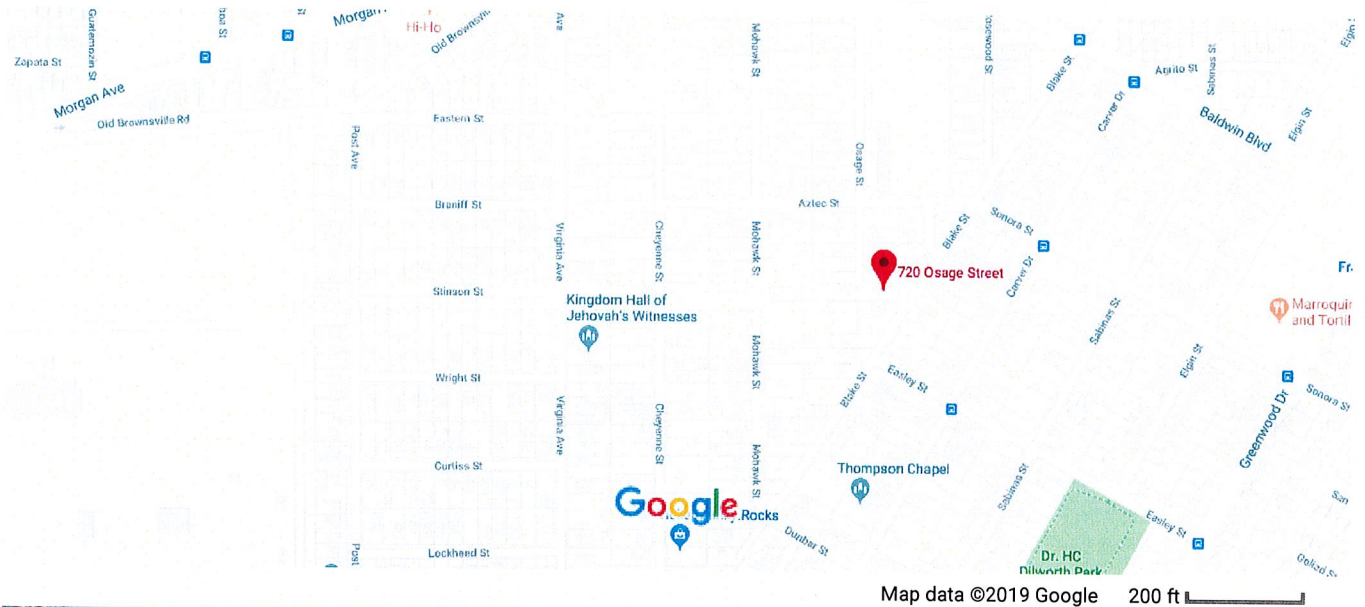
**4830 Williams Dr**

Corpus Christi, TX 78411

PJ68+G4 South Side, Corpus Christi, TX



Google Maps 720 Osage St



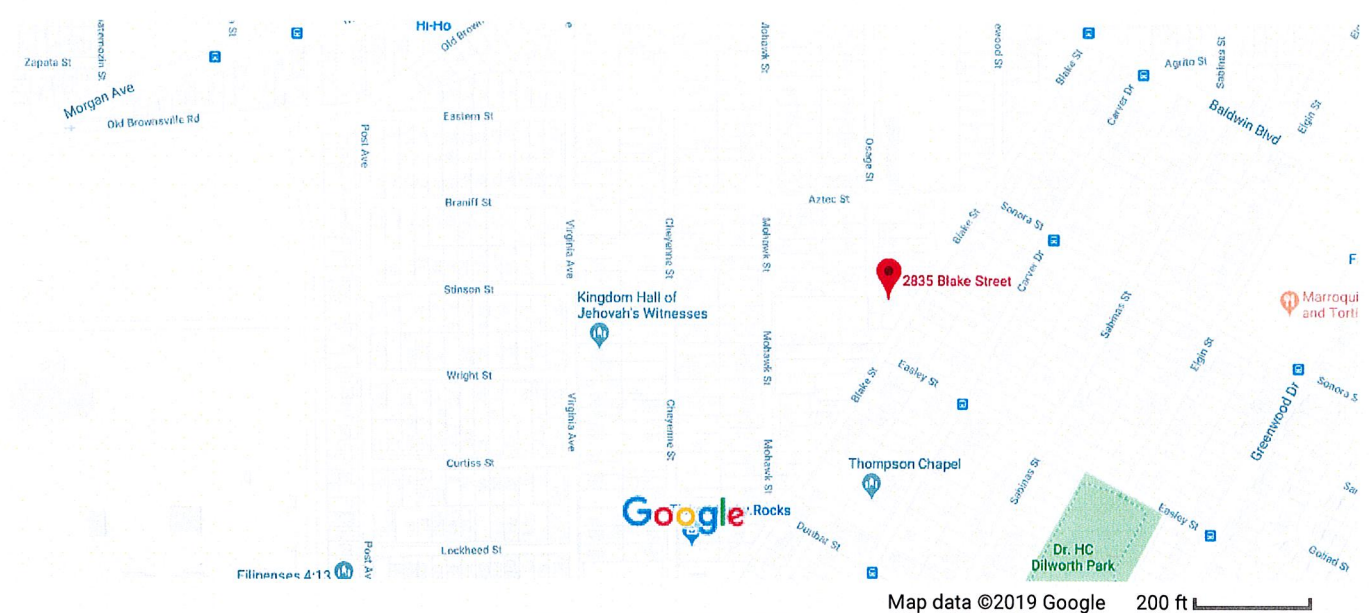
720 Osage St

Corpus Christi, TX 78405

QHFF+F2 Central City, Corpus Christi, TX



Google Maps 2835 Blake St

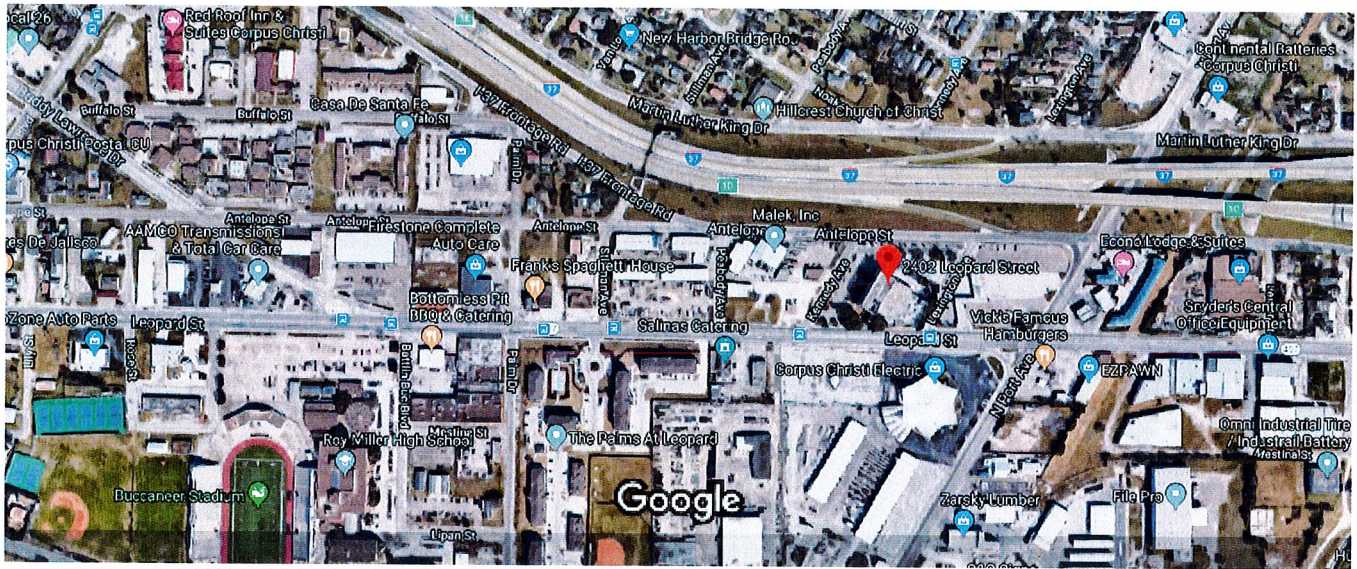


2835 Blake St

Corpus Christi, TX 78405



Google Maps 2402 Leopard St



Imagery ©2019 Google, Map data ©2019 Google 200 ft



2402 Leopard St

Corpus Christi, TX 78408

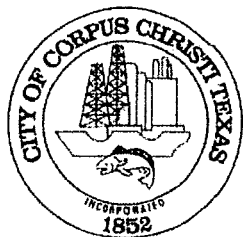


At this location

Frost Bank

3.0 (3)

Attachment B- Bid/Pricing Schedule



CITY OF CORPUS CHRISTI PURCHASING DIVISION BID FORM

RFB No. 1949
Mowing Services for Asset Management

PAGE 1 OF 2

Date: 3/4/2019Bidder: WLE, LLCAuthorized
Signature:Richard Gonzalez

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 Purchasing 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.

Item	Description	UNIT	QTY	Unit Price	Total Price
	List of properties				
1.	425 18 th Street (25ft x 120ft)	Cycles	72	\$ 60.23	\$ 4,336.56
2.	502 18 th Street (77.27 ft x 70 ft)	Cycles	72	\$ 58.66	\$ 4,223.52
3.	508 18 th Street (77.27 ft x 50 ft)	Cycles	72	\$ 54.68	\$ 3,936.96
4.	212 Anchor (Irregular shape 28,865 sqft)	Cycles	72	\$ 119.38	\$ 8,595.36
5.	7101 Edgebrook Drive 101.42 ft x 73.48 ft	Cycles	72	\$ 64.23	\$ 4,624.56
6.	5205 Edinburg Circle Irregular Shape (6,713 sq. ft)	Cycles	72	\$ 62.17	\$ 4,476.24
7.	2034 Mary St 92 ft x 27.27 ft	Cycles	72	\$ 51.86	\$ 3,733.92
8.	917 Parkers Alley 19.16 ft x 40.44 ft	Cycles	72	\$ 46.85	\$ 3,373.20

9.	920 Parkers Alley Irregular Shape (3,412 sq. ft)	Cycles	72	\$ 53.65	\$ 3,862.80
10.	4830 Williams Dr Irregular Shape (.478 acres)	Cycles	72	\$ 100.99	\$ 7,271.28
11.	720 Osage 50 ft x 100 ft parking lot	Cycles	72	\$ 57.65	\$ 4,150.80
12.	2835 Blake St Irregular Shape (8,975 sq. ft)	Cycles	72	\$ 67.98	\$ 4,894.56
13.	2402 Leopard St (Frost Building) 8,187 sq. ft	Cycles	72	\$ 65.91	\$ 4,745.52
	Total				\$ 62,225.28

ATTACHMENT C – INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

1. 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.
2. Contractor must furnish to the City's Risk Manager and Park & Recreation Director 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	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory and complies with Additional Requirements of this section. \$500,000/\$500,000/\$500,000

3. 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.

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 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.
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 doing 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 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

4. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 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.
5. 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.

6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to 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 contract.
8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements

Purchasing

Mowing and Complete Grounds Maintenance

12/19/2018 sw Risk Management

Valid Through 12/31/2019

Attachment C – Bond Requirements

No bond requirements necessary for this service agreement; Section 5. (B) is null for this service agreement.

ATTACHMENT D - WARRANTY REQUIREMENTS

No warranty requirements necessary for this service agreement; Section 8.
Warranty is null for this service agreement.