



SERVICE AGREEMENT NO. 1777

Mowing and Servicing of Vacant Properties for Code Enforcement

THIS **Mowing and Servicing of Vacant Properties for Code Enforcement Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Richard Herrera dba R.H. Const. & Mowing ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Mowing and Servicing of Vacant Properties for Code Enforcement in response to Request for Qualifications No. 1273 ("RFQ"), which RFQ includes the required scope of work and all specifications and which RFQ and the Contractor's 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 and Servicing of Vacant Properties for Code Enforcement ("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 24 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 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.** The total value of this Agreement is not to exceed \$45,000.00, 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 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:

Liza Lopez
Neighborhood Services
361.826.3043
LizaC@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 RFQ 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.

(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.

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: Liza Lopez
Compliance Office Supervisor
1201 Leopard Street, Corpus Christi, Texas 78401
361.826.3043
Fax: 361.826.3011

IF TO CONTRACTOR:

R.H. Const. & Mowing
Attn: Richard Herrera
Owner
2145 Shirley Drive, Corpus Christi, Texas 78416
361.548.5170
Fax: 361.548.5170

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 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. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. 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.
- 25. 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: [Signature]

Printed Name: Richard Herrera

Title: Owner

Date: 6-23-18

CITY OF CORPUS CHRISTI

Signature: [Signature]

Printed Name: Maria Pedraza

Title: Procurement manager

Date: 6/25/18

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: RFQ No. 1273

Exhibit 2: Contractor's Response

Attachment A: Scope of Work

1. General Requirements

The type of "Work" to be performed under this contract includes: mowing, line trimming, edging, tree/brush trimming and removal, removal of debris, and securing of vacant properties, vacant developed properties, and occasionally occupied properties as deemed necessary on a health and safety basis. Contractor shall provide all labor, insurance and equipment necessary to provide for full mowing services as specified herein.

2. Contractor Rotation Process

A. The initial order in which Contractors are placed on the rotation list shall be determined by random drawing. The first Contractor's name drawn shall be the first on the list. The second name drawn shall be second, and so on.

A. For each mowing and servicing of vacant properties job, the City will contract the next qualified Contractor on the rotation list.

B. The rotation will be maintained for the duration of the term of any contract and extensions thereof.

C. Work orders will be issued by the City for each property that needs

3. Schedule

A. Hours of Operation – Contractor shall perform the work Monday through Friday and will be required to be available for weekend assignments as necessary, excluding City recognized holidays.

B. Contractor must pick up work order within two business days of contract. All work orders assigned will need to be completed within the specified period:

1. One to five calendar days for mowing/lot cleaning

2. One to five calendar days for board ups, unless emergency conditions require immediate attention.

C. In the event Contractor, does not complete the work order within the required five days of assignment, the City reserves the right to arrange for services from the next Contractor. However, the City's right to use the entity of its choice in emergencies shall take precedence over the rotation list or list of qualified contracted providers. Moreover, as determined by the City, Contractor's frequent failure to prosecute the work described herein may result in disqualification of the Contractor

and removal from the rotation list. This decision will be made by the City and is final.

- D. In the event of equipment failure that will extend work order completion past completion date, Contractor must contact the Contract Administrator responsible for contractors or department designee.

4. Scope of Work

- A. The Contractor shall remove all trash, debris, cans, bottles, tires, paper and plastic from the grounds and fence lines. After mowing, Contractor shall remove any trash and debris that was cut up by the mowing process. Contractor must hand mow and rake where needed. Contractor will not dispose of any trash or debris into dumpsters located on the property. The trash and debris must be removed from the property and disposed of in accordance with City ordinances. A receipt of disposal from the City landfills or other Texas Commission on Environmental Quality (TECQ) registered landfills will be required as proof of final and proper disposal. Contractor is required to show work order or case number to landfill scale personnel to show proof of worksite and avoid disposal fee. A penalty may be imposed for failure to provide proof of receipt and/or payment may be withheld.
- B. The Contractor shall clean and scrape sidewalks, curbs, and gutters from accumulation of grass growth, dirt, and sand. Contractor shall clean all sidewalks, fence lines, curbs, gutters, street edge, structures, buildings, and guy wires free from clinging, climbing, and crawling grasses, vines, sands, dirt, and grass clippings as required in City Code of Ordinance No. 025707.
- C. Trees identified for removal must be cut to ground level. Contractor shall trim all tree limbs that hang lower than seven feet over sidewalk or ground surface and tree limbs that hang lower than 13 feet over street.
- D. Contractor shall not remove any gas tanks or 55-gallon drums from the property. The landfill will accept oil, paint, pesticides and solvents.
- E. Contractor shall avoid causing "windrows" when mowing. Windrows occur when a mower goes one direction and causes the grass to lie over

because of wheels, etc., This creates rows of grass that are not cut uniformly.

- F. Unless otherwise specified by the City, Contractor must leave all fencing intact and in the same state of repair as existed immediately prior to Contractor commencing work.
- G. Contractor may not store any equipment or tools on any work site. After completion of work, Contractor must remove all equipment, supplies, and materials from the work site.
- H. All work completed by Contractor shall be subject to the approval of the area City Code Enforcement Official or departmental designee. The City Code Enforcement Official shall have the right to require Contractor to re-mow, re-trim, re-edge, re-sweep, or re-board properties if the work has not been performed to contract. Properties which have not been mowed adequately will be re-done before payment authorization is approved.
- I. Contractor shall meet all the requirements for property securing a vacant structure as designated in the New Vacant Building Ordinance No. 025929, Sec. 13-3009 Standards for boarding a vacant building.
- J. Contractor will perform in a good and workmanlike manner all work assigned. Contractor will maintain a professional and civil disposition with all City representatives, City staff members, and the general public. Failure to maintain a professional/workmanlike manner may result in the termination of Contractor's agreement as determined by the City.
- K. Photographs are required on each work order issued. In regards to a vacant building, a minimum of eight photographs are required to include: one from the front (including curb and gutter), one from the back (including rear yard), one from each side of structure, before the work is started, and one of each location listed above after the work is completed. In regards to a vacant lot, a minimum of four photographs are required to include: one from the front (including curb and gutter), and one including the rear of the lot. **Each photograph is to be taken at the same location and angle as the before pictures. Address and date**

each photograph. If photographs are not submitted at the completion of the job, payment may be delayed.

- L. Contractor shall possess and display a current Solid Waste Hauler Permit sticker on each vehicle and trailer used for transporting solid waste. (Permit must be renewed by August 1 of each year.)
- M. Contractor shall have a tarpaulin or cover over the load when transporting solid waste to landfill or other approved point of disposal.
- N. If an emergency is declared by the City, the City reserves the right to use any entity of its choosing. Determination and declarations of emergencies are at the sole discretion of the City.
- O. Any and all costs, either direct or indirect, associated with or incidental to Contractor's performance of the services described in this scope of work are the sole responsibility of Contractor and are considered to be included in the contract pricing. Such expenses may include but not limited to travel to and from the subject property, execution of the work order, clearing and transporting of debris, storage fees, hauler permit fees, cost of required insurances, etc.
- P. Contractor shall ensure that subcontractors (including those persons secured through a temporary staffing company) comply with all requirements of this contract including, but not limited to, those regarding insurance, and permits.
- Q. Contractor shall remain in full compliance with all requirements. Cancellation or expiration of insurance (unless renewed or secured through another licensed insurance provider) during the contract period will result in automatic disqualification of Contractor and removal from the rotation list.
- R. Contractor must be equipped with a cellular telephone. Contractor shall furnish the City with a list of cellular telephone numbers for on-site representatives. This is to provide a means of effective communication between City officials and Contractor's representative concerning directions, response time, cancellations or problems encountered at the site.

5. Ozone Warning Days

- A. All push mowers, weed eaters, motor scooters or other small engines shall not be used at all.

- A. No mowing shall be done on the designated Ozone Action Days except in the case of a special event or emergency or removing a liability. If mowing is necessary for such a situation, mowing shall be kept to a minimum. However, the City shall retain the right to determine and notify the Contractor of any such Special event, emergency, or liability.
- B. Diesel powered mowing equipment shall be allowed to operate on the second day of consecutive Ozone Action Days, if equipment is labeled stating the type of fuel used and Contractor has made contact with the City and received permission to proceed with the work order.
- C. Equipment using reformulated gas shall be allowed to operate on the third day of consecutive Ozone Action Days, if equipment is labeled stating the type of fuel used and Contractor has made contact with the City and received permission to proceed with the work order.

6. Security Requirements

- A. Contractor shall maintain and abide by the security measures at all locations including locking gates when leaving the work site and replacing fencing if removed by Contractor.
- B. Contractor shall not enter the buildings at any locations for any reason without receiving prior approval from the designated Code Enforcement Compliance Supervisor or Code Enforcement Officer.

7. Protection of Property

- A. Contractor shall take proper measures to protect all property which might be injured or damaged by Contractor's work, and in case of any injury or damage resulting from any act or omission on the part of or on behalf of Contractor, Contractor shall restore, at Contractor's own expense, the damaged property to a condition similar or equal to that existing before such injury or damage was done, or Contractor shall make good such injury or damage in an acceptable manner to the City. All Contractor caused damages which are not repaired or compensated for by Contractor will be repaired or compensated for by City forces at the Contractors expense. All expenses charged by the City for such repair work or compensation shall be deducted from any monies owed to such the Contractor under any agreement between the City and Contractor.
- B. Mowing equipment and /or heavy equipment shall not be permitted on properties when, in the opinion of the Contract Administrator, soil and weather conditions are such that the property will be damaged. Any

damage caused by mowing equipment and/or heavy equipment shall be addressed by the Contract Administrator.

Attachment B: Bid/Pricing Schedule

By means of this RFQ, the City will secure qualified Contractors agreeing to the following standard service price schedules, established by the City of Corpus Christi:

A. Mowing & Clearing- Vacant Lot Rate Table:

	LOT SIZE						
	1	2	3	4	5	6	7
	1-5,000 square feet	5,001- 10,000 square feet	10,001- 15,000 square feet	15,001- 20,000 square feet	20,001- 25,000 square feet	25,001- 30,000 square feet	Over 30,000 square feet
Density A	\$0.013	\$0.011	\$0.009	\$0.007	\$0.006	\$0.005	To be bid out
Density B	\$0.017	\$0.015	\$0.013	\$0.011	\$0.009	\$0.007	To be bid out
Density C	\$0.025	\$0.022	\$0.019	\$0.017	\$0.015	\$0.012	To be bid out

NOTE: If the square footage times the price per square foot is less than or equal to \$65.00, then the Contractor will be paid \$65.00. For lot sizes over 30,000 square feet, the City will solicit bids from the next three qualified Contractors on the rotation list. All bids shall be submitted on the CLEAN UP FORM and/or the BOARD UP FORM (attached). Of the three, the qualified vendor who submits the lowest bid will be awarded that job. The two qualified vendors who do not win the bid will be returned to the rotation list.

Density A: Low density vegetation.

Density B: Medium density vegetation and/or light debris.

Density C: High density vegetation and/or heavy debris

Light Debris: Grass clippings, high weeds (12" or higher), leaves, paper and plastic litter items and discarded textiles of all sorts.

Moderate Debris: Trash items including, but not limited to, aluminum or tin cans, toys, bottles, old vessels of all sorts, and household items (e.g. dishes, tableware, pots and pans, etc.)

Heavy Debris: Appliances, toilets, furniture, tires, tree trunks, tree limbs and branches.

B. Other Services:

Service	Unit Price
Tree Trimming (7 ft. from the ground and 13 ft. over the street)	\$35.00 each
Tree Removal	\$85.00 each
Debris Disposal (construction material/brush/furniture/bulky items)	\$47.10 per ton
Concrete Disposal (slab/rubber)	\$19.81 per ton
Securing Structures (Board ups) with contractor provided list	\$55.00 each opening
Disposal fee	\$10.00 per work order
Improper Set Out Fee/Too Early Set Out	\$50.00 per work order

NOTE: The city reserves the right to change the rates listed above based on changes to fees for disposal of items at the landfill or other conditions that may warrant price changes.

Attachment C: Insurance and Bond Requirements

A. 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'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part B of this Exhibit.
Employers Liability	\$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.

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 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 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 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.

2017 Insurance Requirements

Purchasing - Code Enforcement

Mowing, Edging, Line, Tree, Brush Trimming and Removal, Debris Removal, and
Securing Properties

10/24/2017 sw Risk Management

Bonds are not required for this service.

Attachment D: Warranty Requirements

Section 8. is null for this Service Agreement.