

SUPPLY AGREEMENT NO. 2995

RETAINERS, RESTRAINTS, GASKETS, AND RELATED SUPPLIES

THIS Retainers, Restraints, Gaskets, and Related Supplies for the City Warehouse Supply Agreement ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Fergson Enterprises LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Retainers, Restraints, Gaskets, and Related Supplies for the City Warehouse in response to Request for Bid No. 2995 ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response 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 Retainers, Restraints, Gaskets, and Related Supplies for the City Warehouse 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. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
2. **Term.** This Agreement is for three years. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment 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 \$140,575.30, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices 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: Robert Presnell
Department: Contracts and Procurement
Phone: (361) 826-1750
Email: RobertPr@cctexas.com

5. Insurance. 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.
6. Purchase Release Order. For multiple-release purchases of products to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of products 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 products will remain with the Contractor until such time as the products are delivered and accepted by the City.
7. Inspection and Acceptance. City may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid 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 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 products 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 in an attachment to this Agreement. 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 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: Robert Presnell

Stores Supervisor

5352 Ayers Street , BLDG # 6, Corpus Christi, Texas 78415

Phone: (361) 826-1750

Fax (361) 826-1690

IF TO CONTRACTOR:

FERGUSON ENTERPRISES LLC

Attn: Bryan Steele, Sales

221 Junior Beck Drive, Corpus Christi, Texas 78405

Phone: (361) 289-1977

Fax: (361) 289-1968

E-Mail: bryansteele@ferguson.com

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 comply with any of the terms 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. **Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
20. **Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
21. **Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

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

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature:  _____
Printed Name: Bryan Steele _____
Title: SALES _____
Date: 8/6/2020 _____

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 Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB No. 2995

Exhibit 2: Contractor's Bid Response

ATTACHMENT A: SCOPE OF WORK

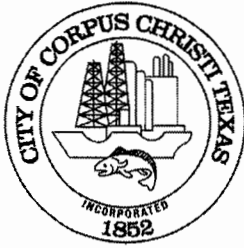
1.1 General Requirements/Background Information

The City Warehouse needs restraints, retainers, gaskets, and related supplies that are functional when these parts are combined with related parts for frequently used by Internal Departments for City repairs. The intended purpose of procuring the goods for the City Warehouse to enable them the ability to act as a central receiving storage warehouse for Utilities, Streets, and Stormwater / Wastewater departments that operate and function to respond and available resources on-demand. **authorized by the City of Corpus Christi's, Warehouse as outlined in this Scope of Work.**

1.2 Scope of Work

- A. The Contractor shall provide the retainers, restraints, gaskets and related goods/supplies as outlined on the Bid / Pricing Schedule **on an as-needed basis** for a period of three years not ot exceed the total amount of the award.
- B. The Contractor shall provide a quarterly report to the Warehouse Supervisor detailing item number that corresponds to the City, description, number of units purchased and total quarterly cost to be able to monitor the allocated budget not to exceed the total estimated cost, with FOB prepaid not to exceed the awarded total for the estimated for three years.
- C. The Contractor shall deliver to and send invoices To The City Warehouse Department, Attn: Mr. Robert "Bob" Presnel, Warehouse Supervisor or e-mail invoices to rpresnell@citycc.com located at 5352 Ayers Street BLDG #6, in Corpus Christi, Texas, 78415 *Monday – Friday, between the hours or 8:00 am to 5:00 pm.*
- D. Supplies are a generic brand unless a preferred brand is specified that offer City approved alternates or substitution of equal quality for items that are brand specific.
- E. All contract prices are F.O.B. destination, inside delivery to the City of Corpus Christi Facility, prepaid **freight** and are to be included as freight on the invoice.
- F. The Contractor shall unload and deliver products and those related to retainers, restraints, and gaskets as outlined on the Bid/Pricing Schedule on an as-needed basis.
- G. The Contractor shall ship supplies with an expiration date of no less than one year.

- H. The Contractor shall send the City a prepaid RMA to coordinate the return of damaged, or defective, unsealed or partial products if applicable that in poor, defective, or unusable condition,
- I. Supplies are a generic brand unless a preferred brand is specified that may allow alternates of equal quality for specified branded supplies.

ATTACHMENT B: QUOTE AND PRICING SCHEDULE

CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BID FORM

RFB No. 2995
**RFB Retainers, Restraints, Gaskets and Related
Supplies, for the City Warehouse**
PAGE 1 OF 3

 Date: 06/17/2020

 Bidder: FERGUSON ENTERPRISES, LLC

 Authorized
Signature:

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, to restrict competition about prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, under the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and the company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

ITEM	DESCRIPTION	CITY WHSE PART No.	3 YR. Est. Annual Qty	UOM	UNIT PRICE	3 YEAR TOTAL PRICE / PER QTY
1	KIT 4" MJ ACCESSORY Non Specific 6600.04	3343	60	EA	\$ 10.20	\$ 612.00
2	KIT 6" MJ ACCESSORY Non Specific 6600.06	3344	240	EA	\$ 14.10	\$ 3384.00
3	KIT 8" MJ ACCESSORY Non Specific 6600.08	3345	60	EA	\$ 15.60	\$ 936.00
4	KIT 10" MJ ACCESSORY Non Specific 6600.10	3346	60	EA	\$ 22.50	\$ 1350.00
5	KIT 12" MJ ACCESSORY Non Specific 6600.12	3347	60	EA	\$ 23.40	\$ 1404.00
6	KIT 16" MJ ACCESSORY Non Specific 6600.16	3348	60	EA	\$ 40.84	\$ 2450.00
7	GASKET 4' MJ RUBBER Non Specific 6649.04	3350	75	EA	\$ 2.70	\$ 202.50
8	GASKET 6' MJ RUBBER Non Specific 6649.06	3351	75	EA	\$ 2.70	\$ 202.50
9	GASKET 8' MJ RUBBER Non Specific 6649.08	3352	75	EA	\$ 3.00	\$ 225.00

10	GASKET 10'MJ RUBBER Non Specific 6649.10	3353	75	EA	\$ 4.20	\$ 315.00
11	GASKET 12'MJ RUBBER Non Specific 6649.12	3354	30	EA	\$ 4.80	\$ 144.00
12	GASKET 16'MJ RUBBER Non Specific 6649.16	3355	30	EA	\$ 8.10	\$ 243.00
13	GASKET 18'MJ RUBBER Non Specific 6649.18	3356	30	EA	\$ 9.00	\$ 270.00
14	GASKET 20'MJ RUBBER Non Specific 6649.20	3357	36	EA	\$ 9.60	\$ 345.60
15	GASKET 24'MJ RUBBER Non Specific 6649.24	3358	30	EA	\$ 12.00	\$ 360.00
16	GASKET 30'MJ RUBBER Non Specific 6649.30	3359	60	EA	\$ 28.50	\$ 1710.00
17	PIPE 4" RESTRAINT C-900 PIPE SMBL Smith Blair 120-04500480-0000 Dual Range	3366	320	EA	\$44.15	\$ 14128.00
18	GLAND MJ SOLID 24" Non Specific 6671	3383	24	EA	\$ 63.78	\$ 1530.72
19	GLAND MJ SOLID 30" Non Specific 6672	3384	30	EA	\$ 93.02	\$ 2790.60
20	GLAND MJ SOLID 36" Non Specific 6673	3386	12	EA	\$ 159.60	\$ 1915.20
21	UNIFLANGE 4" FOR C-900 FORD 4FA900-C4	3387	24	EA	\$ 35.99	\$ 863.76
22	RETAINER UNI-FLG 6" C-900 FORD 4FA900-C6	3388	30	EA	\$ 45.61	\$ 1368.30
23	RETAINER UNI-FLG 8" DI FORD UFA200-C8	3389	24	EA	\$ 36.80	\$ 883.20
24	PIPE 6"RESTRAINT FOR C-900PIPE Smith Blair 120-06630690-000 SML	3390	450	EA	\$ 59.20	\$ 26640.00
25	PIPE 8" RESTRAINT-C-900 PIPE Smith Blair 120-09050000-000 SML	3391	270	EA	\$ 67.15	\$ 18130.50
26	RESTRAINT PIPE 10" C-900 FORD UFR1500-CA-10-I RET W/ACC	3392	24	EA	\$ 68.22	\$ 1637.28
27	PIPE 16" RESTRAINT FOR C-900 FORD UFR1500-CA-16-I RET W/ACC	3393	60	EA	\$ 147.50	\$ 8850.00
28	PIPE 12" RESTRAINT FOR C-900 FORD UFR-1500-CA-12-I RET W/ACC	3394	48	EA	\$ 71.59	\$ 3436.32
29	RETAINER 4" MJ W/ACC STARGRIP STAR SGDPRK04N	3396	54	EA	\$ 23.36	\$ 1261.44
30	RETAINER 6" MJ W/ACC. STARGRIP STAR SGDPPK08N	3397	120	EA	\$ 28.86	\$ 3463.20
31	RETAINER 8" MJ W/ACC STARGRIP STAR SGDPPK08N	3398	84	EA	\$ 39.33	\$ 3303.72
32	RETAINER 10" MJ W/ACC STARGRIP STAR SGDPPK10N	3399	30	EA	\$ 55.93	\$ 1677.90
33	RETAINER 12" MJ W/ACC STARGRIP STAR SGDPPK12N	3400	75	EA	\$ 75.16	\$ 5637.00
34	RETAINER 16" MJ STARGRIP STAR SGDP16	3401	36	EA	\$ 108.54	\$ 3907.44

35	RETAINER MJ 20" STARGRIP DI STAR SGDP20	3402	12	EA	\$ 190.95	\$ 2291.40
36	RETAINER MJ 24" STARGRIP STAR SGDP24	3212	18	EA	\$ 265.13	\$ 4772.34
37	ADAPTER FOSTER 4" W/ACCESS INFACT CORP 4FA-BC INFT	3373	18	EA	\$ 60.77	\$ 1093.86
38	ADAPTER FOSTER 6" W/ACCESS IN FACT CORP 6FA-BC INFT	3374	30	EA	\$ 77.27	\$ 2318.10
39	ADAPTER FOSTER 8" W ACCESS IN FACT CORP 8FA-BC INFT	3375	24	EA	\$ 114.38	\$ 2745.12
40	ADAPTER FOSTER 8" W ACCESS IN FACT CORP 20FA-BC INFT	3575	12	EA	\$ 489.64	\$ 5875.68
41	ADAPTER FOSTER 12" IN FACT CORP 12FA-BC NFT	3564	18	EA	\$ 175.21	\$ 3153.78
42	UNI FLANGE 4" FOR DI PIPE FORD UFA200-C 4	3910	24	EA	\$ 24.61	\$ 590.64
43	UNI-FLANGE 6" DI FORD UFA200-C 6	3931	30	EA	\$ 26.50	\$ 795.00
44	UNI-FLANGE 8" C-900 FORD UFR1500-CA-8-I W/ACC	3954	18	EA	\$ 39.18	\$ 705.24
45	UNIFLANGE ADPT F/DI 3" FORD UFA200-C 3	4037	36	EA	\$ 18.21	\$ 655.56
TOTAL COST						\$ 140,575.30

NOTE! VENDOR ORDER MINIMUMS MUST BE MET AT TIME OF ORDER, SEE BELOW:

SIGMA: \$1,500.00

STAR PIPE: \$1,500.00

SMITH BLAIR: \$3,500.00

FORD METER BOX: \$6,500.00

INFACT: QTY 100 or \$10,000

ATTACHMENT C: INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	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

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

ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

3. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

4. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
5. List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
6. 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;
7. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
8. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
9. Within five (5) calendar days of a suspension, cancellation, or non-renewal 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.
10. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
11. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's **performance of the work covered** under this agreement.

12. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.

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

2020 Insurance Requirements

Ins. Req. Exhibit 4-D

Contracts for General Services – Services Performed Offsite

03/12/2020 Risk Management – Legal Dept.

ATTACHMENT D - WARRANTY REQUIREMENTS

The Contractor shall warrant goods with the maximum standard warranty provided.