



MONITOR WELL PERMIT APPLICATION

(Applicable for Monitor Well and Soil Boring Within City Right-of-Way or City-Owned Property)

I. **MONITOR WELL PERMIT APPLICATION POLICY AND PROCESS**

A “**MONITOR WELL PERMIT**” application is required to utilize City Public Right-of-Way or City-Owned Property if the permittee requests to drill, construct, place, operate, maintain, and remove a monitor well, recovery well or any facility used to sample and analyze the possible contamination on, in and above the water table.

The purpose of this part of this permit is to help and aid through the welfare, safety and health of the citizens of Corpus Christi by the elimination of pollutants and contaminants of the underground water table of the City of Corpus Christi.

MONITOR WELL PERMIT PROCESS:

1. An Authorized Agent representing the corporation or business that will perform the installation, monitoring and removal of a facility shall submit the completed **MONITOR WELL PERMIT APPLICATION** (attached) and applicable documentation to ROWManagement@cctexas.com . Only one site application request per email. City staff will reject emails if they contain multiple site applications. The subject line shall contain “**Monitor Well Permit for ...**” followed by the **Project Title (if applicable) and/or Site Address.**

To	<input type="radio"/> ROW Management
Cc	
Bcc	
Subject	Monitor Well Permit for Site ABC123

2. Applicants shall be notified of the status of the submittal within one working day.
3. Applications deemed complete will be forwarded to internal and external stakeholders for review and comment for a period of 10 days.
4. Comments shall be consolidated and provided to the applicant within 15 days after the date the application was deemed complete. The City shall provide the applicant of any action taken, including rejection of the application request, and any applicable fees due.
5. A permit agreement shall be issued for approved applications. The applicant may appeal the rejection of an application or assessed fees to the City Council in accordance with Article V, Section 15 of the City Charter.



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II. MONITOR WELL PERMIT CHECKLIST

The following items are required for a complete submittal (Check or Initial):

1. **Cover Letter**
 - Project Description and Reason for Facility (Monitor Well, Recovery Well or Soil Boring) and Locations
 - TCEQ Directives
 - Duration of Facility
 - Name of the Contractor and Owner
 - Name of an Officer (President or Vice-President) of the Corporation (Owner) and Location
2. **Certificate of Liability Insurance** (Refer to Exhibit A – For Full Insurance Requirements)
 - Commercial General Liability
 - Automobile Liability
 - Worker’s Compensation
 - Pollution Liability (Excavation Depths ≥3 FT or More)
 - 30-Day Written Notice of Cancellation
 - “City of Corpus Christi” as Additional Insured
 - Waiver of Subrogation
3. **Signed Indemnity Agreement and Acknowledgement**
4. **Variance Letter from Texas Commission on Environmental Quality (TCEQ)**
5. **Engineering Drawings/Construction Plans**

Provide the Minimum Information as Required or Applicable. Additional Information May Be Requested:

 - Detailed Facility Location Description
 - Design, Dimension and Depth of each Facility
 - Manner in Which Each Facility Will Be Placed
 - Process Used for Removal and Closure of Each Facility
 - Minimum Clearance Between Facility and Public /Utilities
 - 10-ft between each facility and any existing sanitary sewer line, waterline, storm sewer line, or traffic signal conduit
 - ROW line/Property Line, Easements, and Existing City Utilities, Pavement and Sidewalk
 - Details for Replacement of Asphalt or Concrete in Street/Sidewalks
6. **Traffic Control Plan** (Prepared by a Professional Engineer Licensed in Texas) *

*Proof of Certification Required if Prepared by Individual Other than Licensed Professional Engineer



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III. THE APPLICANT SHALL AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THIS PERMIT:

A. **General Terms and Conditions:**

1. An authorized agent, contractor, engineer responsible for performing the work in the installation, monitoring, and removal of a monitor well, recovery well or soil boring facility shall be required to obtain a Monitor Well Permit application and complying with the conditions of this permit, Article IV, Chapter 49 of the Corpus Christi Code of Ordinances and all applicable federal, state, and local safety regulations and requirements.
2. A Monitor Well permit is issued by the City's Public Works Department (Traffic Engineering Division) in accordance with Article IV, Section 49-62, 49-65 and 49-66 of the City's Municode and is subject to City supervision and inspection. This authorized agent shall be responsible for signing the acknowledgement and affidavits included in the permit agreement.
3. Except as otherwise provided herein, all work proposed will equal or exceed the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Well Drillers Board rules, regulations, and requirements for the installation, monitoring and removal of monitoring wells.
4. The construction of monitoring wells shall not interfere with the construction or operation by the City or any of its franchisees of any existing or future proposed sidewalks, utility lines, or other uses, or the maintenance thereof. If the City or any company with existing utilities needs access to the right-of-way containing the monitoring wells, then the Permittee shall be responsible for either repairing the monitoring wells to their original conditions or removing the monitoring wells. The Monitor Well Permit shall terminate immediately.
5. To necessitate the placing of monitor wells in the parkway portions of streets, alleys and public grounds within the limits of the City of Corpus Christi as hereinabove defined, the permit fee for the placing of such monitor wells shall be a non-refundable fee. The established fee structure is as follows:

Base Fee Per Monitoring Well, Recovery Well or Soil Boring

- **\$250.00 for a Permit Duration of 0≥2 Years**
- **Applicable for Well Diameter 0≥12 Inches and Well Depth 0≥20 Feet**

Additional Fees

- **\$10.00/ Additional Inch for Well Diameter >12 Inches**
- **\$10.00/ Additional Foot for Well Depth > 20 Feet**
- **\$100.00/Additional Year > 2 Years**

The base fee and additional fees are non-refundable application fees and are required to accompany application forms deemed complete.

6. The Permit granted hereunder for maintenance of street/alley/public grounds monitor wells shall be for a term of two (2) years from the date of issuance of the Permit renewable for successive terms authorized in the permit.
7. Permits issued here under for street/alley/public grounds monitor wells shall be on a form approved by the City's Public Works Department.
8. The street/alley/public grounds monitor wells permitted hereunder shall be approved as to proposed design of construction by the Public Works Department (Traffic Engineering Division).
9. The City of Corpus Christi further reserves the right to cancel any Permit granted hereunder at any time upon sixty (60) days written notice to the Permittee hereunder if in the judgment of the City of Corpus Christi the public interest so requires.



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10. Any street/alley/public grounds monitor wells shall comply with all applicable regulations of the Building Codes and Zoning Ordinances and work done will be in compliance with local, State and Federal laws and regulations.
11. The permit shall include every agent, contractor or engineer that will perform work in the installation, monitoring and removal of the facility. A copy of the Driller's state license for drilling monitoring well facilities must be attached with the permit. Contractor shall secure all necessary permits from the appropriate agencies for performance of the Approved Activities.
12. At the time of removal, the Permittee is required to backfill the monitoring well. At a minimum, if the well falls inside existing asphalt pavement, the top 10-feet will be filled with 30000 psi concrete and remaining depth with bentonite. The City may elect, however, to fill the top 2-3 feet with soil, the next 10-feet with 3000 psi concrete and any remaining depth with bentonite. The alternate elective applies primarily to those monitor wells which fall outside of existing asphalt pavement.
13. If a City inspector is required at the job site, the Permittee shall pay a daily rate for each day spent inspecting construction, maintenance, repair, replacement, relocation or removal of the monitoring wells pursuant to the monitoring well permit. Any time in excess of eight hours per day and any time on Saturday, Sunday, or Holidays shall be calculated at a daily rate. These funds shall be paid to the appropriate City Department. These amounts will be adjusted annually to reflect any pay raise.

B. Right-of-Way Construction Terms and Conditions:

1. Engineering Drawings/Construction Plans and Traffic Control Plans are required as part of the permit application process.
2. No equipment or material may be stored or left overnight in City right-of-way.
3. Monitoring wells will not protrude above the existing natural ground elevation, and a sealed covering will be provided to prevent surface water from entering into said monitoring wells.
4. Permittee shall adjust or relocate monitoring wells at its own expense, if necessary for the present or future construction of any public utilities, or change in street grade or pattern on the streets or for any other reason of the City stated in writing to Permittee.
5. There shall be a minimum clearance of 10 feet between the existing City sanitary sewer line, waterline, storm sewer line, or traffic signal conduit and a monitor well, recovery well or any facility used to sample and analyze the possible contamination on, in and above the water table, unless approved by the City.
6. Any person excavating, trenching, or digging within the City's jurisdiction shall be required to perform a utility locate. Contacting the Texas One-Call Center (811) is required prior to excavation at 1-800-545-6005 or online at <https://www.texas811.org> to determine if there are any conflicts with pipelines or public utilities in the vicinity of the proposed activities.
7. Any person excavating, trenching, or digging near traffic signal boxes, traffic signal conduit, school zone flashers or in the vicinity of traffic signal infrastructure shall contact the City's Traffic Signals Superintendent, Tony Salinas (TonyS@cctexas.com), (361) 826-1610 to determine if there are any conflicts in the vicinity of the proposed activities.
8. The Contractor shall be fully responsible for any, and all, damage to existing public/private utilities and City infrastructure. All damages shall be repaired at the Contractor's expense and in accordance with the Utility Owner's and/or City's Operating Department's Standards and Specifications.
9. Lane Closures are permitted from 8:30 a.m. to 4:30 p.m., Monday thru Friday. Requests for lane closures outside of these hours, on Saturdays, Sundays and City Holidays required prior approval.



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Start and end times for closures and work may be adjusted depending on location (e.g. school zones).

10. Police presence will be required as part of the Traffic Control Plan if construction activity requires the traffic signals to go dark while performing work.
11. Installations within TXDOT Right-of-Way requires a Utility Installation Request (UIR). Review and approval time varies depending on the request.
12. The worksite shall be accessible to the city, and others as authorized by law, for inspection at all reasonable times during performance of the work. Restoration of the work site/area to existing conditions or better is required.
13. Testing of materials used in construction in or near the right-of-way to determine conformance to required specifications, including, but not limited to, compaction tests on backfill materials, subgrade, aggregate base course, Portland concrete (rigid pavement), asphaltic concrete (flexible pavement) and other construction materials as deemed necessary by the City may be required.
14. All projects shall include erosion control, SWPPP plan, and methods to clean and clear streets, sidewalks, and drainage structures of any mud, debris, or other material caused by the construction.
15. Construction work may be required to cease and/or the permit may be revoked for any instance which poses a threat to the health, safety, or well-being of the public.
16. The Contractor shall notify the Corpus Christi Utility Department at (361) 826-1877 at least seventy-two (72) hours prior to the start of Construction.
17. The Contractor is required to provide notification of construction a minimum of 72-hours prior to commencing work to both the City's Traffic Engineering Department and Engineering Services (Construction Inspection). Notification shall be provided to Traffic Engineering via email (ROWManagement@cctexas.com). Notification shall be provided to Curtis Weiss (CurtisW@cctexas.com), (361) 826-3510 and Ed Sanchez (edsa@cctexas.com), (361) 826-1738 with Construction Inspection.
18. The Contractor shall use reasonable efforts to:
 - a. Minimize the disturbance to existing site conditions on the Property
 - b. Return the Property to a condition similar to that prior to initiating the Approved Activities, and
 - c. Not interfere with the use of, on-going business performed on, any improvements on, or any and all existing access to and from the Property.

C. Reporting Terms and Conditions:

1. Permittee shall immediately notify the City Director of Public Works or designee upon discovery of any contamination at or near the site.
2. Permittee shall promptly provide City Director of Public Works or designee with copies of all notices, reports, correspondence, and submissions made by the Permittee made to the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Water Commission, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of such information concerning environmental matters or hazardous wastes or substances pursuant to the Texas Water Quality Control Act, Water Code Sections 26.001 et seq., the Resource Conservation and Recovery Act, Title 42 of the United States Code, Sections 6901 et seq., and the Comprehensive Environmental Response Compensation and Liability Act, Title 42 of the United States Code, Sections 9601 et seq., and all applicable regulations, permittee shall also supply city with written confirmation of any notices or reports regarding releases of hazardous wastes or substances that permittee makes orally or by telephone to any such governmental agency.



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3. Contractor shall ensure that all activities by the contractor, its officers, employees, contractors and agents are conducted in compliance with applicable Federal, State and local laws, codes ordinances and regulations.
4. Permittee shall promptly notify City in advance of any scheduled meeting between permittee and of the agencies specified in Note (2) of this section.
5. The Monitoring Well Permit remains in effect during the Permittee's investigation and assessment of possible petroleum contamination. However, upon completion of the investigation and assessment the monitoring wells will be removed in accordance with City or TCEQ requirements. The City will grant an additional 12-month period to perform this work if the TCEQ requires additional monitoring of the well beyond the initial 24-month period.

IV. ACKNOWLEDGEMENTS AND AFFIDAVIT

A. Indemnification

Permittee agrees to and shall release the city, its agents, employees, officers, and legal representatives (collectively the "city") from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under the permit, even if the injury, death, damage, or loss is caused by the city's actual or alleged joint or concurrent negligence and/or the city's strict products liability or strict statutory liability.

Permittee agrees to and shall defend, indemnify, and hold the city, its agents, employees, officers, and legal representatives (collectively the "city") harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, attorneys' fees, court costs, and all other defense costs and interest) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this permit, including, without limitation, those caused by:

- i. Permittee's and/or its agents', employees', officers', directors', principals', or subcontractors of permittees' (collectively in numbered paragraphs (i)—(iii), "permittee") actual or alleged negligence or intentional acts or omissions;
- ii. The City's and permittee's actual or alleged concurrent negligence, whether permittee is immune from liability or not; and
- iii. The City's and permittee's actual or alleged strict products liability or strict statutory liability, whether permittee is immune from liability or not. Permittee shall defend, indemnify, and hold the city harmless during the term of the permit and for four years after the permit terminates.

All fees incurred in defending any action or proceeding brought by a public or private entity and arising from the presence, containment, use, manufacture, handling, creating, storage, treatment, discharge, release or burial on the property or the transportation to or from the property of any hazardous substance. The fees for which the permittee shall be responsible under this paragraph shall include but shall not be limited to the fees charged by attorneys, environmental consultants, engineers, surveyors, and expert witnesses.

Any costs incurred attributable to the breach of any warranty or representation made by Permittee or any cleanup, detoxification, remediation, or other type of response action taken with respect to any hazardous substance on or under the property regardless of whether or not that action was mandated by the federal, state, or local government.



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Where applicable, the provisions of section 283.057 of the Texas Local Government Code shall control in lieu of the foregoing; additionally, to the extent that the applicant holds a current and valid utility franchise from the City, the release and indemnification provisions of the franchise shall control in lieu of the foregoing.

This indemnity shall survive the expiration or earlier termination of this permit agreement.

B. ROW Blockage Acknowledgement

Whereas, the City requires a contractor for a permit to close or block any part of a roadway to file a statement with indemnifying in the City against all claims or causes of action by reason of or arising from the closing or blocking of the roadway pursuant to a permit issued by the City.

Now, therefore, in consideration for the issuance of a permit to the undersigned by the City of Corpus Christi, for the purpose of barricading, blocking or closing a street, alley or other public right-of-way in said City, said permit applicant agrees to indemnify and safe harmless and defended the City of Corpus Christi, its agents and employees from any and all claims, lawsuits, demands, liabilities, losses or expenses, including court costs and reasonable attorney’s fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damages to any property which arise or may be alleged to have arisen directly or indirectly, as a result of the granting of this permit.

The Contractor, during the term of operations specified in the permit, will provide and maintain at the Contractor expense, Comprehensive General Liability Insurance coverage with a Contractual Liability endorsement and with minimum limits of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage or as required by the Risk Manager of the City of Corpus Christi pursuant to Ordinance #19277. The City of Corpus Christi will be named as Additional Insured on the policy. Evidence of required insurance coverage with a Certificate of Insurance furnished to the Traffic Engineering Department (Public Works) prior to the proposed blockage under this permit.

C. AFFIDAVIT

The undersigned Applicant acknowledges, and agrees to observe all provisions of Article IV, Section 49, City of Corpus Christi Code of Ordinances, with all subsequent revisions, that are applicable to the work herein described and will perform work in accordance with the above plans and specifications. Applicant further swears under penalty of law that the information provided herein is true and correct to the best of the Applicant’s knowledge. By signing below, I acknowledge and agree that the application and all required documentation is complete and accurate. I also acknowledge and agree to the permit requirements. The approved permit shall be maintained at the work site and made available for inspection for the duration of work.

This monitoring well permit may be revoked at any time upon the giving of 60 days’ notice in writing by the City of Corpus Christi’s City Manager, or designee.

Permittee Printed Name (Authorized Representative)

Permittee Signature (Authorized Representative)

Date

Title



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V. APPLICATION DATE: _____ PERMIT # _____

COMPANY NAME/APPLICANT INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT NAME: _____

CONTACT PHONE: _____ 24-HOUR EMERGENCY PHONE: _____

EMAIL: _____

CONTRACTOR INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT NAME: _____

CONTACT PHONE: _____ 24-HOUR EMERGENCY PHONE: _____

EMAIL: _____

DESCRIPTION OF REQUEST

DURATION REQUESTED FOR PERMIT (MONTHS): _____

LEGAL DESCRIPTION OF PROPERTY (LOCATION SITE):

CITY: _____ STATE: _____ ZIP CODE: _____

BRIEF PROJECT DESCRIPTION: _____

PERMIT FEES

BASE FEE (Permit Duration of 0>2 Years):	CALCULATIONS:
\$250.00 - Well Diameter 0>12 Inches and Well Depth 0>20 Feet	\$ _____
ADDITIONAL FEES:	
\$10.00/ Additional Inch for Well Diameter >12 Inches	\$ _____
\$10.00/ Additional Foot for Well Depth > 20 Feet	\$ _____
\$100.00/ Additional Year > 2 Years	\$ _____
TOTAL FEE	\$ _____



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INTERNAL USE ONLY

REVIEWED BY: _____

DATE RECEIVED: _____

DATE ISSUED: _____

PERMIT DURATION (MONTHS) : _____

PERMIT EXPIRATION DATE: _____

APPROVED BLOCKAGE START DATE: _____

APPROVED BLOCKAGE END DATE: _____

APPROVED START TIME: _____ AM _____ PM

APPROVED END TIME: _____ AM _____ PM

FEE: _____

NOTES: _____

EXHIBIT A

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. 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.
- B. Contractor must furnish to the City's Risk Manager and 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 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) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000
POLLUTION LIABILITY (Including Cleanup and Remediation)	\$1,000,000 Per Incident Limit \$1,000,000 Aggregate

- C. 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.

II. ADDITIONAL REQUIREMENTS

- A. 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.
- B. 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.
- C. 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

- D. **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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2020 Insurance Requirements

Traffic Engineering Department (Public Works)

Permit for Use of City Right of Way to Include Digging of 3' or More

01/31/2020 sw Risk Management