

**CONTRACT FOR SERVICES BETWEEN THE CITY OF CORPUS CHRISTI
AND THE BOSTON GROUP, LLC FOR IMPROVEMENTS AT WRANOSKY PARK**

This agreement is between the City of Corpus Christi (“City”) and The Boston Group, LLC, operating as TBG Properties (“TBG”) relating to the improvements at Wranosky Park, located at 422 Graham Rd, Corpus Christi, Texas 78418.

In consideration of the mutual promises and covenants herein, agree as follows:

Section 1. Effective Date; Term. This Agreement takes effect on the date of last signature (the “Effective Date”) and shall be a term of one year. During the term of this Agreement, TBG shall oversee construction of the improvements in accordance with this Agreement.

Section 2. Contact Person/Agreement Administrator. For this Agreement, the contact person and Agreement administrator for the City is the Director of Parks and Recreation (“Director”).

Section 3. Premises. City agrees to allow TBG use of the Premises, as described and delineated in Exhibit A, the site map which is attached hereto and incorporated herein by reference, for construction and use of the Improvements.

Section 4. Improvements. The improvements (“Improvements”) to be constructed are shown on attached Exhibit B, attached hereto and incorporated herein by reference. Additionally TBG agrees the Improvements shall include the following:

A. Sidewalk:

- a. Relocate sidewalk from south end to further north, near the existing bridge.

B. Parking:

- a. Remove all parallel parking;
- b. Design parking with three diagonal spaces;
- c. Design traffic flow for one-way aisle for entry and exit; and
- d. Extend parking lot into the south relocated sidewalk area.
- e. ADA parking:
 - i. Remove parallel parking and redesign to diagonal parking; and
 - ii. Redesign parking lot to allow adequate space for reversing out of handicap parking spaces.

C. Modifications to the Improvements and additional Improvements must be approved in writing by the City Manager or designee.

Section 5. Funding. City shall pay TBG for the construction, Improvements, and all related costs under this agreement, not to exceed \$111,000.00.

Section 6. Construction of Improvements. In performing any construction and Improvements at Wranosky Park,

- A. Costs of improvements. The complete cost of developing all necessary plans and specifications, as provided in this Agreement, and the cost of construction of shall be borne solely by TBG.
- B. TBG shall not make any alterations or construction to the Premises without the prior written approval of the Director.
- C. When constructing the Improvements, TBG shall ensure that the plans and specifications shall be prepared by state-licensed architects or engineers. The plans and specifications must be approved by the City of Corpus Christi Development Services and the City Director of Parks and Recreation prior to any work being done.
- D. No agent, employee, representative, or subcontractor of TBG shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the City to TBG or its employees, agents, representatives or subcontractors or volunteers. TBG will be solely and entirely responsible for its acts and for the acts of TBG's agents, employees, representatives, and subcontractors during the performance of this Agreement.
- E. TBG agrees that all work to be performed by it or its contractors, including all workmanship and materials, shall be of first-class quality and shall be performed in full compliance and in accordance with all federal, state, and local laws, ordinances, codes, and regulations, including but not limited to the Americans with Disabilities Act and the Americans with Disabilities Act Accessibility Guidelines and such work shall be subject to City inspection during the performance thereof and after it is completed.
- F. TBG shall discharge all obligations to contractors, subcontractors, materialmen, workmen, and/or other persons for all work performed and for materials furnished for or on account of TBG as such obligations mature. TBG expressly agrees that it will neither give nor grant, nor purport to give or grant any mechanic's or materialmen's lien upon the City's property or upon any improvements thereupon in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party should be entitled, as a matter of law, to a mechanic's or materialmen's lien against the City's property improvements thereon, and TBG will discharge any such lien within 30 days after notice of filing thereof.

- G. Before any work on City property begins, TBG shall present the City Director of Parks and Recreation with evidence of Contractor's insurance coverages and City permits, including right-of-way permits, as required.
- H. Except as otherwise specified in this Agreement, TBG shall include in all TBG construction agreements the following provision:

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Corpus Christi and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property occasioned by error, omission, or negligent act of Contractor, its officers, agents, employees, subcontractors, invitees or any other person, arising out of or in connection with the performance of this agreement, and Contractor shall at his or her own cost and expense defend and protect the City of Corpus Christi from any and all such claims and demands.

Section 7. Gift of Improvements. The Improvements will belong to the City upon completion and complete installation at Wranosky Park.

Section 8. Insurance. TBG shall comply with the insurance requirements in Exhibit A.

Section 9. Utilities. City will pay for all utilities used at Premises.

Section 10. Compliance with Laws. TBG must comply with all Federal, State, and local government laws, rules, regulations, and ordinances, which may be applicable its performance under this Agreement.

Section 11. No Debts and Fiscal Funding. Neither party shall incur any debts or obligations on the credit of the other party during the term of this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Section 12. Termination. If there is noncompliance with one or more of the provisions contained herein, written notice shall be provided to the non-compliant party to cure or begin curing the default(s) within ten days of receipt of the notice. If compliance or substantial compliance with each provision identified by the written notice has not been achieved within ten days of receiving said notice, the Agreement will terminate for cause upon written notice of termination and listing one or more areas of continued noncompliance. Either party may terminate this Agreement without cause upon 30 days written notice to the other party. However,

during construction of the Improvements under this Agreement, the agreement may only be terminated for cause.

Section 13. Notice. Any party may change the address to which notice is sent by using a method set out below. All notices, demands, requests, or replies provided for or permitted, under this Agreement, by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid. Notice deposited with the United States Postal Service in the manner described above will be deemed effective two business days after deposit with the United States Postal Service. All such communications must only be made to the following:

IF TO TBG:

The Boston Group, LLC

ATTN: _____

IF TO CITY:

City of Corpus Christi

Attn: Director of Parks and Recreation

P. O. Box 9277

Corpus Christi, Texas 78469

Section 13. Amendments. No alterations, changes, or modifications of the terms of this Agreement or the waiver of any provision will be valid unless made in writing and signed by a person authorized to sign agreements on behalf of each party.

Section 14. Indemnification.

TBG covenants to fully indemnify, defend, save, and hold harmless the City, its officers, agents, representatives, and employees (collectively "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from Indemnitees on account of injury or damage to person including, without limitation, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by or be in any way connected with, either proximately or remotely, wholly or in part: (1) TBG's performance pursuant to this Agreement; (2) TBG's use of the Premises and any and all activities associated therewith pursuant to this Agreement; (3) the violation by TBG, its officers, employees, agents, or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining,

directly or indirectly, to this Agreement; (4) the exercise of rights under this Agreement; or (5) an act or omission on the part of TBG, its officers, employees, agents, or representatives pertaining to this Agreement, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the sole, contributing, or concurrent negligence of Indemnitees, and including all expenses of litigation, court costs, and attorneys' fees, which arise or are claimed to arise out of or in connection with the asserted or recovered incident.

TBG covenants and agrees that if Indemnitees, or any of them, is made a party to any litigation against TBG or in any litigation commenced by any party other than TBG relating to this Agreement, TBG shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend Indemnitees in all actions based thereon with legal counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any said liability, injury, damage, loss, demand, claim, or action.

Section 15. Non-Waiver.

- A. The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any of its rights hereunder.
- B. No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement by either party at any time, express or implied, shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor shall justify or authorized the nonobservance on any other occasion of the same or any other covenant or condition hereof.
- C. If any action by a party requires the consent or approval of the other party on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval of the same or any other action at any other occasion.
- D. Any waiver or indulgence of default of any provision of this Agreement shall not be considered an estoppel against the non-defaulting party. It is expressly understood that, if at any time default in any of its conditions or covenants hereunder has occurred, the failure to promptly avail itself of said rights and remedies which the non-defaulting party may have will not be considered a waiver on the part of the non-defaulting party, but the non-defaulting party may at any time avail itself of said rights or remedies or elect to terminate this Agreement on account of said default.

Section 16. Force Majeure. No party to this Agreement will be liable for failures or delays in performance due to any cause beyond their control including, without limitation, any failures or delays in performance caused by strikes, lock outs, fires, act of God or the public enemy, common carrier, severe inclement weather, riots or interference by civil or military authorities. The rights and obligations of the parties will be temporarily suspended during this period to the extent performance is reasonably affected.

Section 17. Assignment. This Agreement may not be assigned or transferred directly or indirectly.

Section 18. Captions. The captions in this Agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions of this Agreement.

Section 19. Severability.

- A. If, for any reason, any section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement or the application hereof to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of said term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected thereby, for it is the definite intent of the parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word hereof be given full force and effect for its purpose.
- B. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected thereby, and in lieu of each such illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

Section 20. Entirety Clause. This Agreement and the attached and incorporated exhibits constitute the entire agreement between the parties.

Signatures on next page.

CITY OF CORPUS CHRISTI

ATTEST:

Heather Hurlbert
Assistant City Manager

Rebecca Huerta
City Secretary

APPROVED AS TO FORM: _____

Adelita Cavada, Assistant City Attorney
For the City Attorney

THE BOSTON GROUP, LLC

By: _____

Name: _____

Title: _____

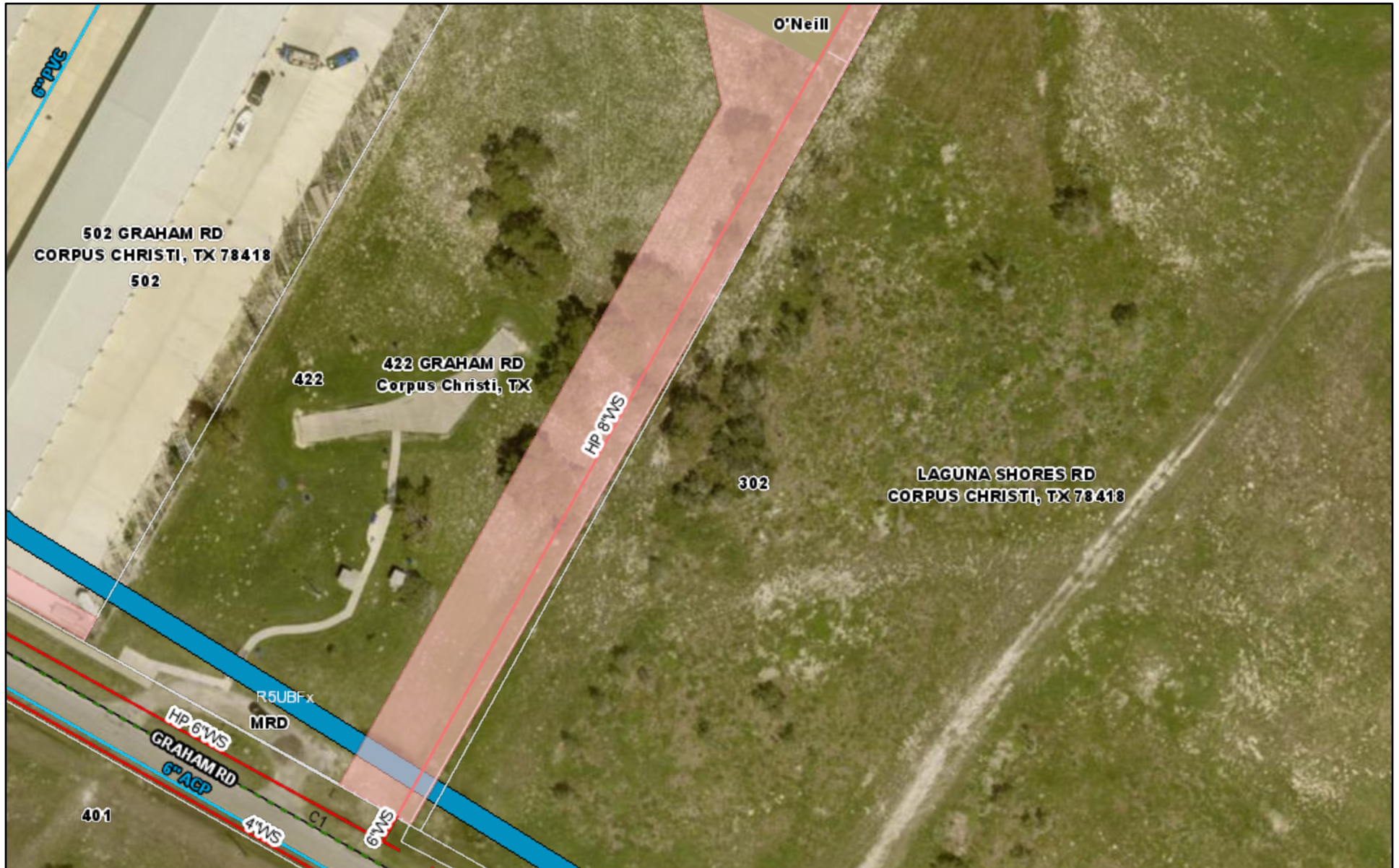
Exhibits:

Exhibit A: Site Map

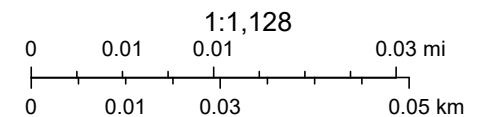
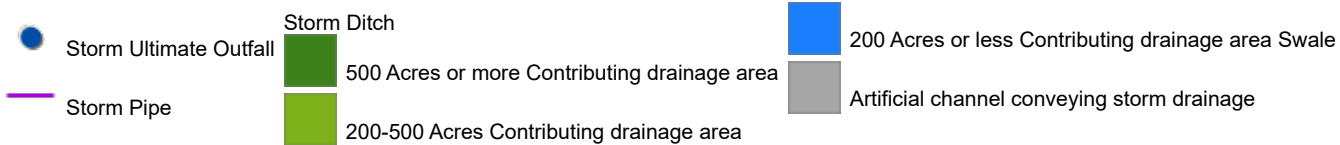
Exhibit B: Improvements

Exhibit C: Insurance

Development Services General Map



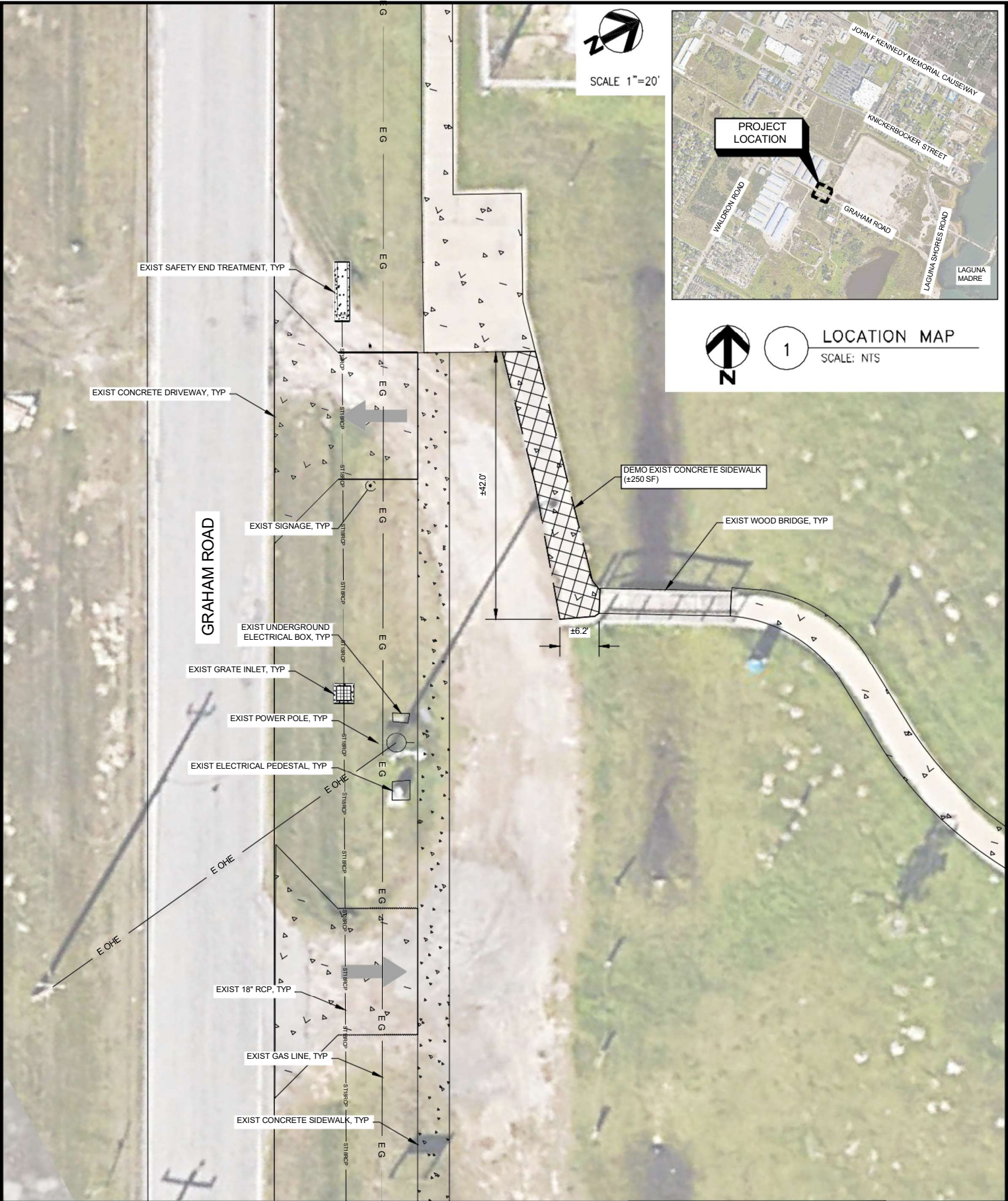
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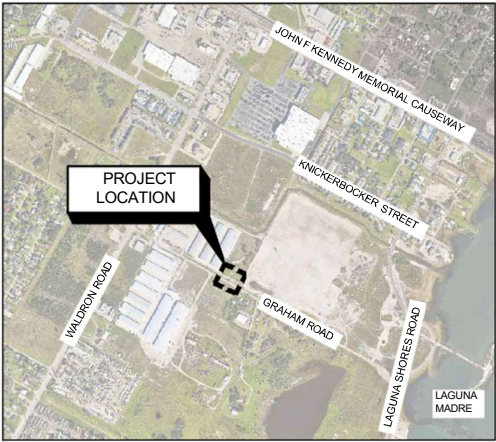
U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands_team@fws.gov, Source: Esri, Maxar, Earthstar Geographics, and

City of Corpus Christi

Maxar, Microsoft | Source: U.S. Census Bureau | U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands_team@fws.gov |



SCALE 1"=20'



1

LOCATION MAP
SCALE: NTS

**THE BOSTON GROUP
WRANOSKY PARK**

CORPUS CHRISTI, NUECES COUNTY, TEXAS
EXISTING CONDITIONS & DEMOLITION PLAN



DRAWN BY: RR		REVISIONS			
CHK BY: RA	NO.	DESCRIPTION	BY	CHKD	DATE
APP BY: RMH					
SCALE: AS NOTED					
DATE: NOV 2023					

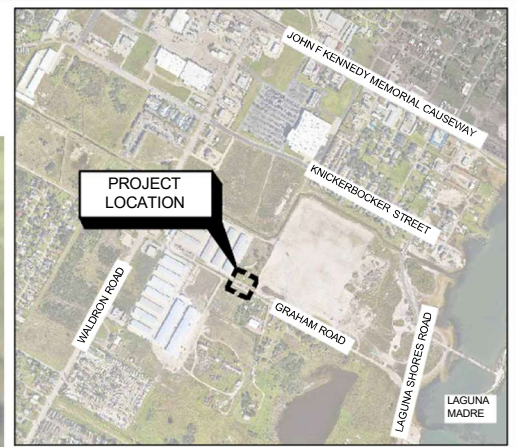
PROJ. NO.-230XXX
SHEET NO.

1

- Remove all parallel parking. Design Parking with 3 diagonal spaces.
- Design traffic flow for one-way aisle for entry and exit.



SCALE 1"=20'



1

LOCATION MAP

SCALE: NTS

EXIST CONCRETE DRIVEWAY, TYP

GRAHAM ROAD

EXIST SIGNAGE, TYP

EXIST UNDERGROUND ELECTRICAL BOX, TYP

EXIST GRATE INLET, TYP

EXIST POWER POLE, TYP

EXIST ELECTRICAL PEDESTAL, TYP

E.O.H.E.

EXIST 18" RCP, TYP

EXIST GAS LINE, TYP

EXIST CONCRETE SIDEWALK, TYP

PROPOSED ADA SIGNAGE

PROPOSED 4" WIDE SOLID STRIPING

PROPOSED HANDICAP PAVEMENT MARKING

EXIST SAFETY END TREATMENT, TYP

PROPOSED CONCRETE WHEEL STOP

PROPOSED CONCRETE SIDEWALK (380 SF)

PROPOSED 6" CONCRETE CURB (37 LF)

EXIST WOOD BRIDGE, TYP

← Extend sidewalk along parking lot

PROPOSED CONCRETE PAVEMENT (2,200 SF)

PROPOSED 6" CONCRETE CURB (93 LF)

← Shift parking lot south

PROPOSED 4" WIDE SOLID STRIPING - 45 DEGREES @ 2'-0", TYP

PROPOSED LIGHT POLE (3-TOTAL)

Shift sidewalk north →

THE BOSTON GROUP WRANOSKY PARK

CORPUS CHRISTI, NUECES COUNTY, TEXAS

SITE PLAN



MUNOZ ENGINEERING
CIVIL/STRUCTURAL/MARINE
TOPOGRAPHIC SURVEYING
NRE FPM No. 7-12240
PHONE: 361-845-4848
EMAIL: nre@munezeng.com
1608 SOUTH BROWLASS BOULEVARD
CORPUS CHRISTI, TEXAS, 78404

DRAWN BY: RR

CHK BY: RA

APP BY: RMIII

SCALE:

AS NOTED

DATE:

NOV 2023

REVISIONS

NO.	DESCRIPTION	BY	CHKD	DATE

PROJ. NO.-230XXX

SHEET NO.

2







EXHIBIT C

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 the 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 all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employer's Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000
PROFESSIONAL LIABILITY (Errors and Omissions) Required for Engineering Services	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

POLLUTION LIABILITY (Including Cleanup and Remediation)	\$1,000,000 Per Incident Limit
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- 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.

2024 Insurance Requirements Exhibit

Contracts for General Services - Services Performed Onsite - Pollution - Professional Liability

03/26/2024 Risk Management – Legal Dept.