



## PROFESSIONAL SERVICE AGREEMENT NO. 5264

### ANIMAL CARE SERVICES DEPARTMENT ASSESSMENT

THIS **Animal Care Services Department Assessment Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Citygate Associates, LLC ("Consultant"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Consultant has agreed to provide professional consulting services to evaluate the effectiveness of operations and administration of the City's Animal Care Services Department.

NOW, THEREFORE, City and Consultant agree as follows:

- 1. Scope.** Consultant shall provide an assessment of the City's Animal Care Services Department 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.
- 2. Term.** This Agreement is for six months. The parties may mutually extend the term of this Agreement, provided, an Amendment to extend is executed by both parties.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$145,000.00 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 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 must 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:

William Cox, Interim Animal Care Services Director  
Animal Care Services  
361-826-3690  
[WilliamC7@cctexas.com](mailto:WilliamC7@cctexas.com)

5. **Insurance; License.**

(A) Before performance can begin under this Agreement, the Consultant 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 B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) Prior to beginning work, Consultant must provide evidence of any valid professional license necessary for the performance of the work under this Agreement.

6. **Standard of Care.** Consultant warrants that all Services shall be performed in accordance with the standard of care used by similarly situated Consultants performing similar services under the same professional license.

7. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> 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.

8. **Independent Contractor; Release.**

(A) In performing this Agreement, both the City and Consultant shall act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. Consultant shall perform all professional services as an independent contractor and shall furnish such Services

in his own manner and method, and under no circumstance or condition shall an employee, agent, or representative of either party be considered or construed to be an employee, agent, or representative of the other party.

(B) As an independent contractor, no workers' compensation insurance shall be obtained by City covering the Consultant and employees of the Consultant. The Consultant shall comply with any and all workers' compensation laws pertaining to the Consultant and employees of the Consultant.

9. **Subcontractors.** Consultant may not use subcontractors in connection with the work performed under this Agreement.
10. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
11. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
12. **Taxes.** The Consultant 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.
13. **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: Constance P. Sanchez  
1201 Leopard Street – 5<sup>th</sup> Floor  
Corpus Christi, TX 78401

**IF TO CONSULTANT:**

Citygate Associates, LLC  
Attn: Jan Glick, Project Manager and Animal Services Specialist  
600 Coolidge Drive, Suite 150  
Folsom, CA 95630

**14. Consultant 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 Consultant or results from the negligent act, omission, misconduct, or fault of the Consultant or its employees or agents. Consultant 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 reasonable 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 Consultant under this section shall survive the expiration or earlier termination of this Agreement.**

**15. Termination.**

(A) The City Manager may terminate this Agreement for Consultant'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 Consultant written notice of the breach and set out a reasonable opportunity to cure. If the Consultant 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 Consultant. The City Manager may also terminate this Agreement upon 24 hours written notice to the Consultant for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**16. Assignment.** No assignment of this Agreement by the Consultant, 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 Consultant 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.

- 17. 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.
- 18. 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 all attachments and exhibits);
  - B. its attachments; then,
  - C. its exhibits, if any.
- 19. Certificate of Interested Parties.** Consultant 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 to do so by law.
- 20. 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.
- 21. 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)**



**ATTACHMENT A: SCOPE OF WORK**

City of Corpus Christi, Texas

Proposal to Conduct an Animal Care Services Department Assessment

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**SECTION 1—CITYGATE PROPOSAL****1.1 UNDERSTANDING OF SCOPE AND PROJECT APPROACH**

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Citygate understands that the City of Corpus Christi desires an assessment of the Animal Care Services Department (CCACS/Department) to determine any issues that may limit effectiveness of operations and administration. The assessment will identify these issues and present them in a report along with recommendations.

The assessment will include an evaluation of the CCACS facility and the Department's building needs; review of documents, policies and procedures, and operations; and will incorporate staff interviews and stakeholder input. The assessment will also include a review of the CCACS business model and the efficiency of policies, procedures, workflow, and animal flow in all Animal Care Services divisions—including but not limited to Administration, Field Operations, Investigation, Kennels, Live Release, and the Veterinary Clinic. Length of stay and capacity of care as well as euthanasia policy will be evaluated. The assessment will include a market pay analysis for positions in the Department.

Citygate is uniquely positioned for this assessment given our balanced Project Team, our extensive knowledge of guidelines from professional organizations, and our experience operating and analyzing animal services programs and shelters throughout the country. Citygate's report will identify areas for improvement related to efficiency, effectiveness, and best practices, and will make recommendations for implementation. Citygate will also identify shortcomings of the facility and make any identified remodeling suggestions or other facility recommendations.

**1.1.1 Advantages of Citygate's Approach**

Citygate's Work Plan is comprised of six tasks and thoroughly addresses all elements of a robust scope of work. Citygate's Work Plan also includes additional elements that we have found to be essential to a successful project outcome based on our experience conducting numerous successful operational assessments. Examples include a project kick-off meeting with orientation brochures, provision of monthly status reports, an online stakeholder survey, on-site shelter and field observations, identification and discussion of initial "quick-win" recommendations in the first three months of the project, a mid-project briefing, a Draft Report review cycle, and a Final Report. These elements set our approach apart from other firms and provide you with exceptional communication throughout the entire project, ensuring that our work is transparent, that we are your collaborative partners in this operational analysis, that you have ample opportunity for review of major recommendations, and that you encounter no surprises!

Additionally, the Citygate team is built on character, and Citygate is a cause-driven, not profit driven, organization. Our motivation is to improve local government. We dedicate ourselves to the

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qualitative excellence of our client service, which focuses our team on a work product that is accurate and timely. Simply put, we care about your community and will act in your best interest.

## **1.2 PROPOSED WORK PLAN**

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Citygate's Work Plan includes six tasks and fully addresses a comprehensive scope of work.

### **Task 1: Project Initiation, Start-Up Meeting, and Ongoing Project Management**

#### **Meet with the Department's Project Team to Initiate the Project**

A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. Citygate will hold a conference call or videoconference with City representatives to correlate our understandings of the study's scope, ensure that our Work Plan and project schedule are mutually agreeable, and discuss the on-site interview and observation schedule.

#### **Ongoing Project Management**

Throughout the entire project duration, we will monitor engagement progress and completion of tasks, including providing monthly written status reports and other communications, as needed, with appropriate assigned staff.

### **Task 2: Information Gathering and Review**

#### **Obtain Documentation**

To initiate the project, Citygate will request information from the City to review including (but not limited to): Standard Operating Procedures, job descriptions, software statistical reports, staffing organizational chart, budget detail, and licensing revenue information. We will prepare a custom list of needed documents for the study and establish a secure online folder for the City to easily transfer all electronic files. This preliminary step in the engagement ensures that our time performing operational assessments is used effectively and efficiently.

#### **Stakeholder Survey**

Citygate will provide an online survey comment form so that stakeholders (employees, volunteers, customers, animal rescuers, and residents) can provide comments about the shelter and areas of strength or concern. The link to this form would be provided to the City for distribution as desired by the City (e.g., giving to employees and volunteers, posting on Facebook, etc.). This stakeholder involvement will provide Citygate with a better understanding of the internal and external perceptions of the Department and CCACS culture.



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### **Review Data, Documents, and Procedures Provided**

Prior to the on-site visit, Citygate will review all documentation provided to familiarize ourselves with operations and determine whether we have any additional information required prior to the onsite visit.

### **Optional Virtual Meeting with Mayor and City Council Members**

Citygate will be available to answer any questions from City Officials during a 15 min to 30 min videoconference meeting with the Citygate Project Manager.

## **Task 3: Conduct On-Site Operational Analysis and Interviews**

### **On-Site Visit**

Citygate's Project Manager / Animal Services Specialist, Jan Glick, and Animal Services Specialists, Susan Feingold and Angela Yates, will travel on-site to observe shelter and field operations and conduct interviews for three consecutive days. Additional interviews may also be performed via telephone or videoconference.

*If desired, Citygate is willing to discuss the time spent on-site further.*

### **Operational Analysis**

Citygate will perform an operational analysis that will include:

- ◆ Efficiency assessment including management and record keeping, animal intake and handling, fiscal management, sanitation, and medical health.
- ◆ Evaluation of policies and procedures, including euthanasia policies and observation of euthanasia.
- ◆ A facility assessment considering the physical layout and design of the facility as well as the City's current size, projected growth, staff levels, and kennel capacity to evaluate whether the current campus, kennels, and buildings support the service demands and animal care needs of the community.
- ◆ An analysis of the field program and investigations.
- ◆ An analysis of the software management system for record keeping in the shelter and field.
- ◆ Overview of general shelter operations including business hours, telephone services, shelter forms and contracts.

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- ◆ Practices around animal behavioral health and mental well-being services, including behavior evaluation and modification, in-shelter care, stress reduction, and enrichment.
- ◆ Evaluation of the adoption program to ensure that it is efficient, effective, and following best practices.
- ◆ Review of the volunteer, rescue, foster home, transport, and community cat programs.
- ◆ An analysis of community outreach and proactive programs provided to improve shelter operations, increase the live release rate, reduce pet overpopulation, and reduce the number of animals requiring shelter.
- ◆ An overview of marketing programs, the use of social media and community outreach.
- ◆ Provision of veterinary care.
- ◆ Assessment of the Department culture, communication, and working relationships between staff and volunteers. Evaluation of staff to understand the status of employee morale, teamwork to resolve citizens' concerns, and whether personnel are properly trained and knowledgeable regarding their responsibilities.
- ◆ Evaluation of time spent by employees conducting Vector Control's spraying times and services.
- ◆ Determination of whether Vector Control is well positioned under the administration of Animal Care Services and consideration of alternatives, including possible realignment under another department.
- ◆ An analysis of the disease prevention and sanitation protocols currently being followed.

**Business Model Assessment**

- ◆ Financial analysis to include whether the revenues and expenses of the Department are monitored and managed effectively.
- ◆ Organization and support of Animal Care Services.
- ◆ Staffing levels and workload to determine if current staffing levels are adequate, assess training, and evaluate future staffing needs.
- ◆ Efficiency of Department policies, procedures, process flow, and charting of all Animal Care Services Divisions:
  - **Administration** – Animal Care Services Program Manager, Senior Management Analyst, Administrative Support I & II

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- **Field Operations** – Animal Care Services Supervisor, Animal Control Officer Lead, Animal Control Officer
  - **Investigation** – Animal Care Services Investigator
  - **Kennels** – Animal Care Services Supervisor, Animal Control Officer Lead, Kennel Technician.
  - **Live Release** – Live Release Coordinator
  - **Veterinary Clinic** – Veterinarian, Veterinary Clinic Lead, Veterinary Assistant.
- ◆ Market pay / compensation analysis to determine whether job titles are aligned with job duties, staff is properly compensated, and current employee salaries are comparable to the top seven Texas cities with populations greater than that of Corpus Christi.
  - ◆ Evaluation of building needs.

**Identification of Initial “Quick-Win” Recommendations**

In the early months of Citygate’s assessment, Citygate will identify “quick-win” recommendations (recommendations involving a low amount of staff hours and complexity) that can be implemented early in the project and provide the City and Department staff with momentum and progress that can be continued throughout the project’s completion. These “quick-win” recommendations will be discussed with the City and Department via videoconference.

**Task 4: Mid-Project Briefing**

Citygate will conduct a videoconference mid-project review with City representatives. We have found it productive upon the completion of our observations, interviews, and analysis to conduct this review before writing the Draft Report. The purpose of this briefing will be to review the preliminary findings and recommendations of Citygate’s analysis with the Department, providing the Department with additional recommendations that can be implemented midway through the project’s duration. The briefing will also be an opportunity for the City to perform fact-checks and make any mid-course corrections before additional work occurs.

**Task 5: Prepare Draft Report**

Citygate will prepare a Draft Report including a detailed assessment of all elements agreed upon for the scope of work. The report will also include a detailed analysis of Citygate’s findings and recommendations.

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Upon completion of the Draft Report, an electronic file will be sent to the City’s project manager for comments using the “track changes” and “insert comment” tools in Microsoft Word. The City will provide all comments and requested revisions in one Microsoft Word version of the report.

## **Task 6: Final Report and Presentation**

### **Prepare Final Report**

The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished. Based on the results of our Draft Report review process, we will then prepare and deliver a Final Report. Our report and any supplemental data will be provided to the City in a format that allows data to be easily extracted. Any “in-progress” implementation and completion efforts related to recommendations provided by Citygate throughout the project will also be notated in the Final Report.

*“I was absolutely thrilled with the report because it was very comprehensive, very detailed.”*

**—Rita Geldert**  
*City Manager, City of Vista (Retired)*

### **Presentation**

Citygate will conduct an on-site PowerPoint presentation to City leadership, the mayor and City Council, and the Animal Care Services Advisory Board.

## **1.3 PROJECT TIMELINE**

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Citygate is available to begin this engagement within 30 days of execution of a contract for service. We anticipate that our six core tasks and delivery of a Final Report to the City can be accomplished in approximately six months, as shown in the following proposed project schedule.

However, based on our experience with similar assessments, Citygate believes that a six-month timeframe may prove itself to be significantly compressed for a study of this depth. Given the broad scope of work proposed, Citygate would also consider a nine-month contract period, offering more time for observation and analysis. If desired, Citygate is willing to discuss the project timeline further with the City and CCACS.

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 Proposal to Conduct an Animal Care Services Department Assessment

**Proposed Project Schedule**

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1. Initiate Project / Start-Up Meeting	█					
2. Information Gathering and Review	█	█				
3. On-Site Analysis and Interviews			█			
4. Mid-Project Review				█		
5. Draft Report and Review					█	
6. Final Report and Presentation						█

  

█	Project Start-Up Meeting	█	Issue Document Request	█	Stakeholder Survey	█	On-Site Interviews / Analysis
█	Mid-Project Review	█	Draft Report and Review	█	Submit Final Report	█	Final Report Presentation

**ATTACHMENT B: PRICING FORM**

City of Corpus Christi, Texas

Proposal to Conduct an Animal Care Services Department Assessment

**SECTION 2—PRICE PROPOSAL****2.1 PROJECT COST**

Our charges are based on actual time spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our Work Plan and Scope of Work, outlined below.

Consulting Fees of Project Team	Reimbursable Expenses	Administration (7.5% of Hourly Fees)	Total Citygate Project Amount
\$128,360	\$7,013	\$9,627	<b>\$145,000</b>

**2.1.1 Pricing Approach**

Citygate’s proposed project approach and corresponding budget were developed to reflect a scope of work that is very comprehensive.

Our cost proposal reflects our understanding of the sensitive and complex nature of animal shelters, animal euthanasia reduction, disease control, veterinary protocols, length of stay reduction, field operations, fiscal management and cost recovery, staffing and organizational needs, market pay analysis, and facility capacity and needs to promote the safety and wellbeing of staff and the animals they care for, as well as the public’s experience to promote adoption. A rigorous approach, including extensive on-site observations and interviews is needed, since an assessment of this breadth, scope, and importance *must be conducted correctly the first time*.

**2.1.2 Hourly Rates**

Classification	Rate	Consultant
Citygate President	\$260 per hour	David DeRoos
Project Manager, Animal Services Specialist	\$195 per hour	Jan Glick
Animal Services Specialist	\$195 per hour	Susan Feingold
Animal Services and Planning Specialist	\$175 per hour	Angela Yates
Fiscal Specialist and Finance Director	\$225 per hour	Andrew Green
Report Project Administrator	\$140 per hour	Various
Administrative Support	\$100 per hour	Various

**2.1.3 Billing Schedule**

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a seven-and-a-half percent (7.5%) administration charge in lieu of individual charges for copies, phone,

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etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. If we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment through ACH Transfer, if available.

## ATTACHMENT 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 any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer a 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. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be at or prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

- C. In the event of accidents of any kind related to this contract, Contractor shall furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

### II. ADDITIONAL REQUIREMENTS

- A. 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 at least A- with a Financial Size Category of Class VII or higher.
- B. 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



- C. Certificate of insurance shall specify that at least 30 calendar days advance written notice will be provided to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- D. Within 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.
- E. 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.
- F. 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.
- G. 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.
- H. The insurance required is in addition to and separate from any other obligation contained in this contract.

2021 Insurance Requirements

Ins. Req. Exhibit **3-H**

Professional Services - Other Professional Services

05/10/2021 Risk Management – Legal Dept.