

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), effective this 15th day of July 2024, is by and between **ROADWAY ASSET SERVICES, LLC**, having offices at 6001 W Parmer Lane, Suite 370-1102, Austin, TX 78727 ("RAS"), and City of Corpus Christi, Texas, having offices at P.O. Box 9277, Corpus Christi, Texas 78469-9277 ("Client"). Hereinafter, RAS and Client shall be collectively referred to as the "Parties" or individually referred to as a "Party."

WHEREAS it is in the best interest of Client to enter into a contract with the named company to provide professional services, hereinafter, Project.

NOW, THEREFORE, the parties hereto agree as follows:

(1) SCOPE OF WORK

- (a) RAS shall provide to Client the requested professional services ("Services") as described herein and attached to this Agreement as **Attachment A** ("Scope of Work").
- (b) In performing its work under this Agreement, RAS shall perform its services to the standard of skill and care ordinarily provided by competent licensed professionals performing the same or similar work, at the same time and locality and under the same or similar circumstances faced by RAS (Standard of Care).
- (c) If any change proposed by the Client to the requested professional services described in Attachment A causes an increase or decrease in the cost and/or time required for performance of this Agreement, RAS shall notify the Client and the change will be reduced to writing mutually agreed to by both parties and will modify this Agreement accordingly.

(2) COMPENSATION

- (a) The compensation to be paid to RAS for providing the requested services shall be paid in accordance with **Attachment B**, on a Unit Cost (as shown in Attachment B) basis in accordance with this Agreement and the Scope of Work, not to exceed the amount of **\$961,653.00**.
- (b) If RAS' Services under this Agreement are delayed, suspended, or interrupted for reasons beyond RAS' control, RAS' compensation and schedule shall be equitably adjusted at the time of performance.
- (c) RAS shall submit invoices to the Client for work accomplished during each financial month, unless otherwise required by the scope/compensation for this Agreement. The amount of each monthly invoice shall be determined on the "percentage of completion method" whereby RAS will estimate the percentage of the total work (provided on a Unit Cost basis) accomplished during the invoicing period. Such invoices shall be submitted by RAS as soon

as practicable after the end of the calendar month in which the work was accomplished. The Client agrees that the monthly invoice from RAS is correct, conclusive, and binding on the Client unless the Client within fourteen (14) working days from the date of receipt of such invoice, notifies RAS in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

- (d) The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work in compliance with the Texas Prompt Payment Act, based on the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered.

(3) PERIOD OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall terminate no later than twelve (12) months following the date of execution unless mutually extended in writing and agreed to by both parties. The deadlines, scope of services, payment schedule, or other facets of the Agreement may be amended when it is deemed to be in the best interests of the Project to do so and agreed to in writing by both Parties.

(4) NO WARRANTY

RAS makes no warranties, expressed or implied, or arising by operation of the law or course of performance, custom, usage in the trade or profession, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

(5) MONITORING

RAS shall monitor its performance under this Agreement to ensure that time schedules are being met, the requirements of Attachments A and B are being met within the specified time periods, and other performance goals are being achieved.

(6) RIGHT OF TECHNICAL REVIEW

Client shall have the right of technical review of the work, and where the work is reasonably found to be erroneous or inadequate technically, may withhold any sum due under the terms of this Agreement, provided, that if the technical deficiencies are subsequently corrected to the satisfaction of Client, any sums withheld will then be made available to RAS as provided under this Agreement.

(7) NON-DISCRIMINATION

(a) Compliance with Regulations. RAS shall comply with all of the requirements imposed by Title VI of the Civil Rights Act of 1964 and with the Regulations of the U.S. Department of Transportation relative to non-discrimination and maximum opportunities for Minority Business

Enterprises (MBE) in carrying out the Project. These actions are described in 49 CFR Part 21, "Non-Discrimination in Federally Assisted Programs of the Civil Rights Act of 1964" and Part 23 "Participation by Minority Business Enterprise in Department of Transportation Program" hereinafter referred to as Regulations which are being incorporated by reference and made a part of this Agreement.

(1) Equal Employment Opportunity. In carrying out the Project, RAS shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RAS shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(2) Non-Discrimination. RAS with regards to work performed by it on the Project, shall not discriminate on the selection or retention of subcontractors including procurements of material and leases of equipment. RAS shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations.

(3) Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation by RAS of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified of obligations under this Agreement and Regulations relative to discrimination on the grounds of race, religion, sex, or national origin.

(8) DISPUTE RESOLUTION

If a dispute arises out of or related to this Agreement or the breach thereof, the Parties will attempt to settle the matter between themselves. If no agreement can be reached, the Parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third-party mediator will be shared equally by the Parties. In the event of litigation, the prevailing Party will be entitled to reimbursement of all reasonable costs and attorneys' fees if so awarded by court order. The Parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this Agreement and all subcontracts executed by RAS.

(9) CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas.

(10) FORCE MAJEURE

RAS shall not be responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts shall include, but not be limited to, acts of God, strikes, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, acts of terrorism, or other disasters. Time of performance and compensation to RAS shall be adjusted appropriately, if deemed necessary the Parties, for any such event.

(11) LIABILITY

RAS agrees to hold Client harmless against all claims of whatever nature arising out of the RAS's negligent acts, errors, or omissions in the performance of work under this Agreement, to the extent allowed and required by law. The limit of liability of RAS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

Subcontractor Clause:

RAS may use subcontractors in connection with the Services performed under this Agreement. In using subcontractors, RAS is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of RAS. All requirements set forth as part of this Agreement, including the necessity of providing proof of insurance coverages via a COI in advance to the Client, are applicable to all subcontractors and their employees to the same extent as if RAS and its employees had performed the Services. The Client may, at the Client's sole discretion, choose not to accept Services performed by a subcontractor if not provided in accordance with the requirements in this paragraph.

(12) INSURANCE

RAS shall at all times carry Workers' Compensation insurance as required by statute, commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Insurance coverages must be provided by RAS in accordance with Attachment C, which is attached and the contents of which are incorporated by reference into this Agreement.

(13) EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

(14) AGREEMENT FORMAT

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

(15) TERMINATION OF THE AGREEMENT

(a) If the necessary funds are not available to fund this Project, the Agreement may be terminated immediately, and RAS paid for services rendered up to the time of termination. Written notice of termination, with effective date, shall be provided to RAS five (5) days in advance of termination.

(b) Client may terminate this Agreement for non-performance if, after notifying RAS in writing and following a period of 10 days, corrections are not made to the satisfaction of the designated Project Manager. Without waiving its right to terminate this Agreement, Client may delay, withhold, or adjust payments under this Agreement to provide an opportunity for RAS to fulfill its obligations or correct any violations of the Agreement. Client reserves the right to complete such analysis as is necessary to protect its professional reputation.

(c) In the event of termination of this Agreement, copies of all finished or unfinished documents, data, correspondence, reports, and maps prepared or secured by RAS under this Agreement shall be delivered to Client offices. Except for termination related to non-performance, Client may pay reasonable Project closure expenses as may be agreed upon by both Parties.

(16) SUCCESSORS AND ASSIGNS

(a) RAS and Client each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all obligations of this contract.

(b) Unless explicitly specified, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than RAS and Client.

(c) Neither the Client nor RAS will assign or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

(17) PROJECT MANAGEMENT

(a) All notices, payment requests, reports, and products provided under or pursuant to this Agreement shall be in writing and shall originate from and be sent to the representatives identified below at the addresses set forth below.

(b) Client Project Manager for this Agreement is:

Connie Garcia



Engineer IV – Street Departments
2525 Hygeia (Martinez Building BL21)
Corpus Christi, Texas 78415

(c) The Roadway Asset Services Project Manager for this Agreement is:

Scot Gordon, PE, IAM
6001 W Parmer Lane, Suite 370-1102
Austin, TX 78727
sgordon@roadwayassetservices.com 214-789-9941

(d) All communication related to work undertaken through this Agreement shall be through the above-named Project Managers.

Budgetary Non-Appropriation:

The continuation of this Agreement after the close of any fiscal year of the Client/City, which fiscal year ends on September 30th annually, is subject to budget approval and appropriations 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 a budget item providing for this Agreement will be adopted, as that determination is within the City Council's sole discretion when adopting the budget.

ACCEPTANCE of the terms of this Agreement are acknowledged by the following signatures of the authorized representatives of the Parties to the Agreement.

AS TO:
ROADWAY ASSET SERVICES, LLC

Signature

5/8/24

Date

Scot Gordon
Printed Name

President
Title

AS TO:
CITY OF CORPUS CHRISTI, TX

Signature

Date

Printed Name

Title

Approved to Legal Form



Please provide the following billing information:

Purchase Order Number if Required _____

Contact Name _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip _____



ATTACHMENT A

Attachment A - Scope of Work

1.1. General Requirements

The City of Corpus Christi is requesting the services to be performed in accordance with the provisions contained in scope of work. The Contractor shall perform infrastructure management services to provide an inspection survey of the City's 1,255 centerline mile street network.

Please note that the exact length of the City's street network may be lesser or greater than 1,255 centerline miles at the time services are rendered. This effort will include the verification of the Corpus Christi street inventory, survey and provide an assessment of pavement condition, inventorying of public assets in the right-of-way as detailed below.

1.2. Scope of Work

The scope of work shall include, but will not be limited to:

- **An Initial Project Meeting and Data Needs:**
Coordinate a project kickoff meeting with city staff to review the project task, approach and methods, communication methods, deliverables, schedule, and identify data needs to complete the project. Deliver an approved project schedule to the City.
- **Data Collection Services:**
 - A pilot study comprised of approximately 25 test miles of streets must be reviewed with City staff prior to collection of all mileage.
 - Data will be captured in the following manners:
 - Arterial and Collector streets will be assessed via two passes, one pass in the outer-most lane for each direction of travel.
 - Local streets will be assessed via one pass in one direction of travel.
 - Improved alleyways will be assessed via zero passes and will instead be walked by foot and visually inspected.
 - All surveys shall utilize a visual (windshield) evaluation of the entire area of each pavement section. This is crucial to ensure that trained personnel will have an up-close view of the pavements in order to determine critical issues including oxidation and weathering which is essential for triggering pavement preservation treatments.
- **Pavement Surface Imaging:**
 - Use a 360-degree High-Definition Camera for data collection, resulting in both forward and rear facing views.
 - Contractor must use a downward-facing, progressive line- scan imaging solution that utilizes laser-illumination to

provide high-resolution images of the pavement surface to clearly detect and quantify distresses. Vendor must obtain PCI scores at the same locations from City's previous data collection efforts. This will enable the City to compare how PCI scores have changed over time. Frame-based imaging systems-oriented oblique to the pavement surface will not be considered for this project.

- Pavement Surface Images (JPEG format) will span, at a minimum, the data collection lane from left lane stripe to right lane stripe and will provide 100% continuous pavement coverage in the direction of travel.
 - Digital images shall be recorded at 15-ft maximum intervals.
 - Image resolution will be approximately 1mm-pixel so that all visual cracking distresses can be accurately identified and quantified while traveling at posted highway speeds.
 - Pavement Images will have a minimum horizontal resolution of 4,000 pixels or better.
- Automated distress data collection shall be performed in accordance with ASTM D6433 Standard Practice for Roads and Parking lots Pavement Condition Index Surveys.
 - International Roughness Index (IRI) data collection shall be performed in accordance with ASTM E950 (Standard Test Method for Measuring Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference). Inertial profilers will meet the above listed requirements and be operated in accordance with the latest AASHTO Standards. All IRI data will be reported at the pavement segment level.
 - Rutting data shall be collected for both the left and right wheel paths to the hundredth of an inch. Average rut depths will be reported, for left wheel path, right wheel path, and combined average over the length of the pavement segment. A minimum of a 3-laser sensor rut bar is required. Rut measurements shall be in accordance with the latest AASHTO standards.
 - Cracking distress (Fatigue, Longitudinal, Transverse and corner breaks) will be collected in accordance with the ASTM D-6433 approach to pavement distress identification and quantification.

1.3. Deliverables by Selected Consultant

At a minimum, the Contractor must provide data collected in electronic format through an automated system for the following:

- **Pavement Inventory Survey & Condition Assessment:**

- A PCI score for every segment (block by block) in the City's street network. The chosen firm shall use the existing condition survey definitions when conducting the surface distress ratings and generating the Pavement Condition Index (PCI) for each segment. Data should be analyzed using a 0-100 pavement condition assessment scoring scale. The deducts from a 100-point PCI scale for each distress type should include any additional deductions taken based on both the severity and extent of each distress type.
- The following details will be included for each street segment:
 - Pavement length and width
 - Distress Type
 - Distress Severity
 - Distress Extent
 - Any other comments related to the street segment, namely road conditions or areas identified for manual re-inspection.
- Provide geospatially referenced JPEGs of the City's network, complete with header information (video data collection), which are directly linked or hyperlinked to the Asset Management Software and which can be reviewed directly within the Asset Management Software.
- The overall database of information will be provided via shape file format to the City for incorporation into the City GIS system. All inspection data will be referenced to a unique street segment Id (STR_ID) as defined by the City. In addition, data shall be referenced to the latest State of Texas Plane Coordinate System, NAD_1983_StatePlane_Texas_South_FIPS_4205_Feet system. Items to be included in the database: street name, segment length, date of observation, surface type, roadway classification, pavement condition index score, cracking/distress description, age of surface (where known), and/or other information the selected consultant deems necessary. The database should be tied to the City's existing Street ID numbers.
- Collected distress data shall be compatible with the City's existing data files. The data must be compatible with Environmental Systems Research Institute, Inc® (ESRI) ArcInfo GIS software (version 10.6.1) and OpenGov (version 45.0.0.1304)
- **ROW Infrastructure Asset Inventories:**
 - Where present, collect curb and gutter, and driveway inventory for every segment (block to block). The following details will be included for each segment:
 - Travel direction and Side of road
 - Physical Condition numerically as 3 (good), 2 (fair), or 1 (poor)

- Painted color
 - Material type
 - Owner
 - Owner of Maintenance
- Where present, collect pavement marking and striping inventory for every segment (block to block). The following details will be included for each segment:
 - Marking type
 - Marking color
 - Physical Condition numerically as 3 (good), 2 (fair), or 1 (poor)
 - Length (striping only)
 - Width
- Collect Ground Mounted Traffic Sign Inventory within every segment (block to block). The following details will be included for each sign:
 - Type of sign
 - Sign text
 - Physical Condition numerically as 3 (good), 2 (fair), or 1 (poor)
 - Post total
 - Sign face direction and travel direction
 - Whether the sign is obstructed or not
 - Legend and back colors
 - Hump case
 - Sign support structure type
- Where present, collect sidewalk inventory for every segment (block to block). The following details will be included for each segment:
 - Physical Condition numerically as 3 (good), 2 (fair), or 1 (poor)
 - Width
 - Length
 - Owner
 - Owner of Maintenance
- Where present, collect ADA ramp inventory for every segment (block to block). The following details will be included for each segment:
 - Intersection
 - Corner direction
 - Whether ramps exist or not
 - Ramp orientation
 - Ramp type
 - Physical Condition numerically as 3 (good), 2 (fair), or 1 (poor)
 - Whether it is a truncated dome or not
- Where present, collect dedicated bike lane inventory for every segment (block to block). The following details will be

included for each segment:

- Travel direction and Side of road
 - Physical Condition numerically as 3 (good), 2 (fair), or 1 (poor)
 - Whether it is a dedicated pavement lane or sidewalk lane
- Where present, collect guardrail inventory for every segment (block to block). The following details will be included for each segment:
 - Travel direction and Side of road
 - Physical Condition numerically as 3 (good), 2 (fair), or 1 (poor)
- Where present, collect Street Illumination inventory for every segment (block to block). The following details will be included for each segment:
 - Travel direction and Side of road
 - Working / Not Working
 - Owner
 - Owner of Maintenance
- **Final Report:**
 - Provide an Executive Summary signed and sealed by a Licensed Professional Engineer of the data collection effort as well as summarize results into tables, graphics, and descriptive text for use by the City.
 - Provide the City a Final Report with area maps illustrating all data and findings. This report shall include:
 - A recommended pavement rehabilitation and maintenance program with a five-year schedule of projects including probable construction costs for each.
 - Additional analysis of estimated remaining pavement service life of all studied roadway sections must also be included in this report.

1.4. Consultant Quality Assurance/Quality Control

The Consultant shall establish and maintain a complete Quality Assurance/Quality Control Program that is acceptable to the Contract to assure that the requirements of the Contract are provided as specified. The Consultant shall verify the scores against previous scores to ensure that prior scores are not higher than the new scores without maintenance work being performed since previous ratings.



ATTACHMENT B

Attachment B

City of Corpus Christi, Texas
City Wide Pavement Evaluation and Assessment



Pavement Condition Inventory

Task	Description	Units	Unit Cost	Fee
1	Project set-up, GIS centerline file review, project initiation and Mobilization ¹	1	\$7,450	\$7,450
2	Mobile data collection and image capture for paved roads on Corpus Christi City streets (units = test miles) ²	1594	\$112	\$178,528
3	Pavement Evaluation and Rating for paved roads utilizing Artificial Intelligence (units = test miles) ²	1594	\$50	\$79,700
4	Alley Inventory and Condition Rating (units = test miles) ⁶	21	\$144	\$3,024
5	Pavement Width and Surface Types (units = test miles) ³	2449	\$30	\$73,470
6	Curb and Gutter, and Driveway Inventory (units = test miles) ³	2449	\$45	\$110,205
7	Pavement Marking Inventory (units = test miles) ⁵	1254	\$30	\$37,620
8	Pavement Striping Inventory (units = test miles) ⁵	1254	\$40	\$50,160
9	Traffic Sign Inventory (units = test miles) ²	2449	\$54	\$132,246
10	Sidewalk Inventory (units = test miles) ³	2449	\$40	\$97,960
11	ADA Ramp Inventory (units = test miles) ³	2449	\$30	\$73,470
12	Guardrails Inventory (units = test miles) ⁴	774	\$25	\$19,350
13	Street Illumination Inventory (units = test miles)	2449	\$30	\$73,470
14	Pavement Report with 1 round of multi-year Budget Scenarios using OpenGov (lump sum)	1	\$25,000	\$25,000
Total Fee⁷				\$961,653

¹Assumes centerline file will be provided in GIS.

²Client represents 1255 centerline (cl) miles of City streets. Test Miles equate to driving Arterial and Collector roads with two passes and Residential with one pass.

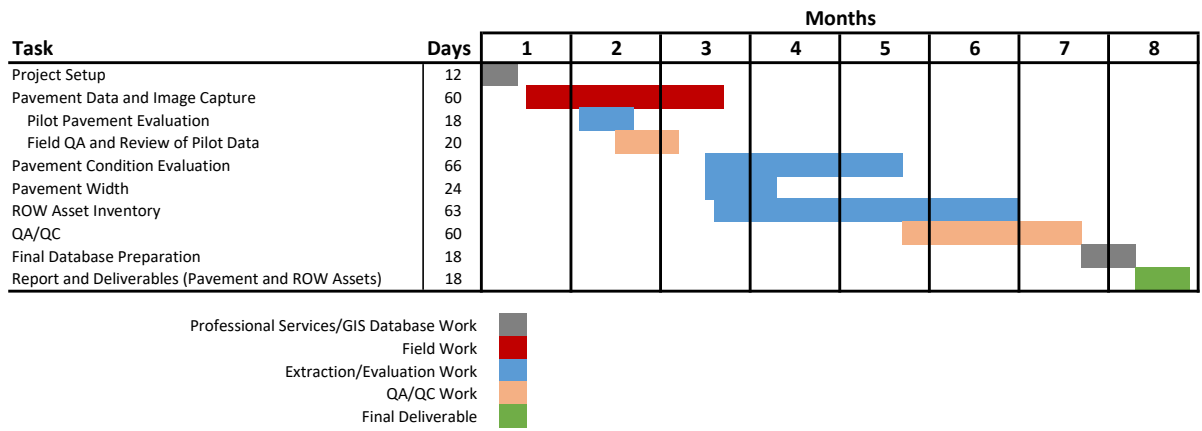
³Client represents 1255 centerline (cl) miles of City streets. Test Miles for evaluation equate to reviewing files for all roads with two passes

⁴Client represents 1255 centerline (cl) miles of City streets. Test Miles for evaluation equate to reviewing files in two directions of Arterials and Collector with an additional 35 miles of Reside

⁵Client represents 1255centerline (cl) miles of City streets. Test Miles for evaluation equate to reviewing files in two directions of Arterial and Collector roads and 30% of Residential roads

⁶Client represents 21 centerline (cl) miles of Alleys

⁷Bill Monthly, lump sum based on percent complete for each task item.





Attachment C - Insurance Requirements

Attachment C: Insurance and Bond Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
2. Contractor must furnish to the City's Risk Manager and Director of Facilities & Property Management 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
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.

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

B. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to

do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

3. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

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

4. Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
5. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
 6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
 7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.

8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

Bonds not required.

2021 Insurance Requirements

Ins. Req. Exhibit 3-H

Professional Services - Other Professional Services

05/10/2021 Risk Management – Legal Dept