

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

VECTOR AIRPORT SYSTEMS, LLC &

THE CITY OF CORPUS CHRISTI, TEXAS

Agreement Name: *PlanePass™* Automated Aircraft Fee Billing & Collections Solution

This agreement ("AGREEMENT"), dated as of _____, 2022 ("Execution Date"), is by and between the City of Corpus Christi, Texas, for Corpus Christi International Airport, (hereinafter "AIRPORT"), and Vector Airport Systems, LLC (hereinafter "CONTRACTOR"), a Limited Liability Company existing under the laws of the Commonwealth of Virginia. The AIRPORT shall be defined as the client airport and its governing municipality.

RECITALS

- I. WHEREAS, CONTRACTOR represents that it is a duly qualified provider of various products and services including:
 - Aircraft identification and tracking systems,
 - Aircraft operating fee billing & collection services,
 - Noise and Operations Management Systems (NOMS),
 - System installation and maintenance services
- II. WHEREAS, in the judgment of the AIRPORT, it is necessary and desirable to employ the services of CONTRACTOR for:
 - The performance of aircraft operating fee billing & collection services.
- III. **NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. **Term of AGREEMENT:** The term of this AGREEMENT shall begin on the EXECUTION DATE, which is the date this AGREEMENT is approved by the City Council of Corpus Christi, Texas, and has been signed by all parties to the AGREEMENT and shall end **five (5) years** following the Commencement Date of operations under this AGREEMENT as set out below ("Initial Term").

1.1 The Commencement Date for operations under this AGREEMENT will be established in writing between the Director of the AIRPORT and the CONTRACTOR. While such date is presently unknown, the Commencement Date is anticipated to be on or about September 1, 2022.

1.2 The Parties to this AGREEMENT shall have the option to renew this AGREEMENT at the end of the Initial Term for additional one-year renewal terms ("Renewal Terms"), not to exceed a total of five additional years. This AGREEMENT shall automatically renew for additional one-year terms if neither party notifies the other in writing of its intent to terminate the AGREEMENT not less than thirty (30) days prior to the end of a term. All terms and conditions of this AGREEMENT shall continue unchanged

during the Renewal Terms unless a written amendment to the AGREEMENT is executed by the Parties.

2. Termination

2.1. **Termination for Cause:** Notwithstanding any other provision of this AGREEMENT --

Should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, AIRPORT must:

- First, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 days to cure this violation.
- Second, if CONTRACTOR fails to cure the violation within 30 days of receiving notification from AIRPORT, AIRPORT may immediately terminate this AGREEMENT by giving CONTRACTOR written notice of such termination, stating the reason for termination.

Should AIRPORT fail to perform its obligations under this AGREEMENT, including failing to pay CONTRACTOR in accordance with this AGREEMENT, or otherwise violates any of the terms of this AGREEMENT, CONTRACTOR must:

- First, notify AIRPORT of violation of obligations and give AIRPORT 30 days to cure this violation.
- Second, if AIRPORT fails to cure the violation within 30 days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this AGREEMENT by giving AIRPORT written notice of such termination, stating the reason for termination.

2.2. **Termination for Convenience:** For a period of one (1) year following COMMENCEMENT DATE, neither Party may terminate this AGREEMENT for convenience. After the initial one (1) year period, either Party may terminate this AGREEMENT for convenience by giving the other party thirty (30) days written notice.

2.3. **Termination by AGREEMENT of the Parties:** If, prior to the expiration of this AGREEMENT, the AIRPORT or CONTRACTOR elect not to continue this AGREEMENT (either by extension of the term or option year) CONTRACTOR or AIRPORT may notify the other party in writing of intent to not continue this AGREEMENT. Notice must be given prior to the anniversary of the COMMENCEMENT DATE. Upon termination of this AGREEMENT, the following provisions in 2.4 and 2.5 will also apply.

2.4. **Delivery of Work Product and Final Payment Upon Termination:** In the event of termination, CONTRACTOR, within 30 days following the date of termination, shall deliver to AIRPORT:

- **For PlanePass:** All standard reports pertaining to unpaid balances and to any amounts paid into Vector and unpaid to AIRPORT.

2.5. **Payment Upon Termination:** Upon termination of this AGREEMENT by AIRPORT, CONTRACTOR shall be entitled to payment for all contracted services unpaid and due before the effective date

of termination. Payment shall be made by AIRPORT within 30 days of a written invoice from CONTRACTOR.

For PlanePass billing & collection service:

- CONTRACTOR will remit to AIRPORT all aircraft operating fees collected up through the date of termination, less the Vector Billing & Collection Fees specified in this document.
- CONTRACTOR will produce aircraft operating invoices for the un-invoiced period, a full calendar month per the normal process. This final invoice period will be the last period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.
- CONTRACTOR will continue PlanePass customer service, payment processing, active collections on unpaid invoices/accounts, reporting, and remittance for four full-month periods after the effective termination date of the AGREEMENT. Four months are recommended to maximize collections for previous invoiced periods.
- After the above indicated service continuation period has ended, CONTRACTOR will discontinue all customer service, payment processing, reporting, remittance, and collection efforts and will refer all customer service calls to the AIRPORT. Following the service continuation period referenced above, CONTRACTOR shall discontinue all services and will refer all customer calls to the AIRPORT. Because some aircraft operators may not comply with CONTRACTOR's instructions to pay AIRPORT directly after the service continuation period has ended, CONTRACTOR may, solely upon the direction of the AIRPORT, continue to passively allow payments to be made to its lockbox and will continue to report and remit these payments to the AIRPORT for a period not to exceed sixty (60) days from the end date of the continuation period described in this section of the AGREEMENT.

3. **Scope of Work**

- 3.1. **CONTRACTOR's Specified Work:** CONTRACTOR shall perform the services described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in EXHIBIT A.
- 3.2. **Cooperation with AIRPORT:** CONTRACTOR shall cooperate with AIRPORT and AIRPORT staff in the performance of all work hereunder.
- 3.3. **Performance Standard:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR hereby agrees to provide all services under this AGREEMENT in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, including but not limited to: the Fair Debt Collection Practices Act and Texas Debt Collection law.

4. **Compensable Products and Services:** CONTRACTOR shall be compensated for all goods sold and

services performed pursuant to this AGREEMENT according to the following:

4.1. **Equipment:** The contracted solution in this AGREEMENT does not require equipment installation. Any equipment purchased by AIRPORT to be provided by CONTRACTOR during the term of the AGREEMENT will be governed by an amendment to this AGREEMENT, or a purchase order.

4.2. **PlanePass Billing & Collection:** CONTRACTOR'S fee for billable activity is **20%** of amounts collected for this AGREEMENT. CONTRACTOR'S fee is paid out of collections on behalf of AIRPORT at the time of transfer of the "balance of collections" (i.e., the balance = total collections less CONTRACTOR'S fee and any adjustments) to AIRPORT.

4.2.1. The "balance of collections" is defined as the total gross collections on behalf of AIRPORT during a monthly collection cycle less the PlanePass Billing & Collection fee, stated above, and less documented payment adjustments made (e.g., returned checks, refunds).

4.2.2. The transfer of the "balance of collections" and CONTRACTOR's fee will occur monthly not later than the 10th day of each calendar month.

4.3. **Commercial Operators Audit Report:** AIRPORT may engage CONTRACTOR to provide a monthly Commercial Operators Audit Report ("Report"). The Report is not an included service at the time of AGREEMENT execution. The Report is an add-on service falling within the Scope of Work in Exhibit A and governed by the terms and conditions of this AGREEMENT.

4.3.1. To request the Commercial Operators Audit Report service, an authorized representative of the AIRPORT must provide written notice to CONTRACTOR. The written notice will also indicate which of the pricing options in Section 4.3.2 the AIRPORT elects. CONTRACTOR will provide written acceptance of the request.

4.3.2. CONTRACTOR'S fee for the Report service is either:

- **\$3,000** per year; OR
- An additional 1% added to CONTRACTOR'S PlanePass Billing and Collection fee listed in Section 4.2; or if previously amended, CONTRACTOR's PlanePass Billing and Collection fee at time of receipt of written notice to add on Report service.

5. **Payment Terms:** For all services and incidental costs required hereunder, if any, CONTRACTOR shall be paid in accordance with the following terms:

5.1. **Equipment:** If added to this AGREEMENT by written amendment, the price of equipment is paid 50% due within 30 days of arrival of shipped equipment at AIRPORT, 50% within 30 days of invoice after installation & testing. Note: Installation will not commence until initial 50% payment is received by CONTRACTOR.

5.2. **PlanePass Billing & Collection:** Retained by CONTRACTOR from billing & collection proceeds, transferred by ACH from CONTRACTOR'S bank collections lockbox at the time of monthly disbursement to AIRPORT following each monthly collection period. The current location of the collections lockbox is at Wells Fargo Bank in Philadelphia, PA. CONTRACTOR shall inform

AIRPORT by written notice in the event of a change in the banking institution or location of the collections lockbox.

- 5.3. **Commercial Operators Audit Report:** If AIRPORT elects annual flat-fee pricing, \$3,000.00 will be billed upon receipt of AIRPORT's written notice to engage Report service. Future years, unless canceled in writing by AIRPORT upon not less than ninety (90) days' advance notice, will be billed on the anniversary date of the receipt of AIRPORT's notice. Terms are Net 30.

If AIRPORT elects to add 1% to PlanePass fee, the 1% will be added to the first monthly collection cycle for which CONTRACTOR provides the REPORT.

6. **Insurance:** With respect to performance of work under this AGREEMENT, CONTRACTOR shall obtain and provide insurance in the amounts and types of coverages required by the City's Risk Manager or the Risk Manager's designee ("Risk Manager") as are set out in the attached **Exhibit B**, the content of which exhibit is incorporated into this AGREEMENT by reference as if fully set out here in its entirety.

CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated or not renewed; (2) the limits of any of the required policies are reduced; or (3) the deductible or self- insured retention is increased. Upon written request, certified copies of the required insurance policies must be provided within thirty (30) days.

CONTRACTOR's liability to AIRPORT shall be limited to those items covered and paid by CONTRACTOR's insurance policies as set out in Exhibit B.

7. **Notice:** All notices, demands, requests or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

- 7.1. All notices, demands, requests or approvals from CONTRACTOR to AIRPORT shall be addressed to:

Corpus Christi International Airport
1000 International Drive
Corpus Christi, Texas 78406
Attn: Airport Director

- 7.2. All notices, demands, requests or approvals from AIRPORT to CONTRACTOR shall be addressed to:

Peter Coleton, President
Vector Airport Systems
950 Herndon Parkway, Suite 460
Herndon, VA 20170

8. **Independent Parties:** The parties to this AGREEMENT will act in their independent capacities and, other than CONTRACTOR performing as a fiduciary for AIRPORT in the collection of landing fees, not as agents, employees, or partners of one another. AIRPORT, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.
9. **Integrated Contract:** This AGREEMENT represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this AGREEMENT will be effective only by written execution signed by both AIRPORT and CONTRACTOR and approved as to form by AIRPORT's Attorney.
10. **Authority of Executor:** The person executing AGREEMENT on behalf of AIRPORT certifies and represents that he/she has authority and power to bind AIRPORT to the obligations set forth herein and to sign on its behalf. The person executing AGREEMENT on behalf of CONTRACTOR certifies and represents that he/she has authority and power to bind CONTRACTOR to the obligations set forth herein and to sign on its behalf.
11. **Waiver:** A waiver by either party to this AGREEMENT of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
12. **Successors in Interest:** All terms and conditions of this AGREEMENT shall be binding upon and inure to the benefit of any successors in interest to the parties hereto. This clause shall not be deemed as a waiver of any prohibitions or conditions against assignment upon the merger or sale by CONTRACTOR to an unaffiliated party or entity of all or a substantial portion of CONTRACTOR'S business assets, with written notice to the AIRPORT identifying the assignee and any change to the location of the payment lockbox for payments.
13. **Indemnification:** CONTRACTOR to AIRPORT: The CONTRACTOR shall indemnify and hold harmless the AIRPORT, its officers, employees, agents and contractors from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT.

AIRPORT to CONTRACTOR: To the extent allowed by the Laws of Texas, the AIRPORT hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent act or occurrence, omission, or commission of the AIRPORT, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CONTRACTOR for its own negligence. These terms shall not be construed to waive any statutory rights provided to the AIRPORT.

14. **No Personal Liability.** No member, director, or officer or employee of either party shall be personally liable for the performance of either party's obligations under this AGREEMENT or on account of any breach thereof or because of its execution or attempted execution.
15. **Public Information Requests.** The parties acknowledge that the City is a Texas governmental entity subject to the Texas Public Information Act (the "Act"). Should City receive a request for disclosure of Confidential Information pursuant to the Act, City will promptly provide Contractor notice of such request in accordance with Section 552.305 of the Texas Government Code so that Contractor may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of Confidential Information under the Act resides with Contractor. Should Contractor be unable to establish a valid exception from disclosure or exclusion from the Act or protective order, then City may release the information, solely to the extent necessary to comply with the Act.
16. **City Council Funding Approval.** The continuation of this AGREEMENT after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to budget approval and appropriations specifically covering this AGREEMENT as an expenditure in the City's 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. In the event funding is not budgeted for any future year of this AGREEMENT, the AGREEMENT terminates upon notice by and without recourse against the City, and payment for services completed up to and including the date of termination remain due and owing by the City.
17. **Severability:** If any provision of this AGREEMENT, or the application thereof, to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law unless one or both parties would be substantially and materially prejudiced.
18. **Governing Law and Venue:** This AGREEMENT shall be governed by, and construed in accordance with, the laws of the Texas, where this AGREEMENT is being entered into and will be performed. The courts of Texas shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the AIRPORT in connection with the AGREEMENT. Prior to filing any claim or action related to this AGREEMENT, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.
19. **Force Majeure:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party

delayed in performing work or doing acts required under the terms of this AGREEMENT, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). This Section shall not be applicable to the CONTRACTOR's obligations to procure insurance or to pay any Payments or any other sums, moneys, costs, charges or expenses required to be paid by the CONTRACTOR hereunder. If any provision of this AGREEMENT negates or limits the period of any force majeure extension, such provision shall override this Section. The CONTRACTOR shall not be entitled to an extension for any Unavoidable Delay unless the CONTRACTOR has given the AIRPORT written notice of the delay within a reasonable time not to exceed five (5) business days following the occurrence of the delaying event.

20. **Nondiscrimination:** Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the AIRPORT's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the EXECUTION Date.

[signature page to follow]

CONTRACTOR: Vector Airport Systems. LLC

By: _____

Title: _____

Name: _____

Date: _____

AIRPORT: The City of Corpus Christi, Texas

By: _____

Title: _____

Name: _____

Date: _____

EXHIBIT A - Scope of Work ("WORK")

CONTRACTOR shall:

Provide the PlanePass billing & collection service to manage the fees designated by the AIRPORT:

- Landing Fees
- Other fees implemented by AIRPORT, as communicated in writing to CONTRACTOR.
 - CONTRACTOR must agree in writing that other fees implemented do not materially change the Scope of Work required to provide PlanePass service.
 - Other fees that require material changes to Scope of Work may require renegotiation and an amendment to CONTRACTOR'S fee stated in Section 4.2 of this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **PlanePass Billing & Collection Service:** Utilize PlanePass service to provide billing services once an aircraft is identified. The Vantage Aircraft ID System identifies billable operations, as defined by the AIRPORT, and tracks exempt aircraft, billable weights, and operations types (e.g. arrivals and departures).
 - 1.1. Provide exemptions for AIRPORT-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced. AIRPORT will continue to provide CONTRACTOR with updates to the exemptions list on a monthly basis.
 - 1.2. Coordinate with AIRPORT staff to ensure that invoices generated on behalf of the AIRPORT are consistent with the AIRPORT's existing billing rate and policies. Produce accounting data in a standard format for import into the Airport's accounting system, as required. Provide electronic access to CONTRACTOR'S Customer Portal in order to allow AIRPORT customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by CONTRACTOR.
 - 1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
 - 1.4. Provide Pilot Portal where aircraft operators can securely login to their account(s) to check billing status, print and review bills, and submit payment online.
 - 1.5. Maintain PlanePass automated billing services including: billing, customer support, collection of fees, and reporting.
 - 1.6. Enable web-based access by AIRPORT staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
 - 1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
 - 1.8. Process payments through a secure bank lockbox with proper and auditable cash controls. Within seven (7) days after the close of the month, provide Airport Manager with Collection Report for approval and electronically transfer collected funds to the AIRPORT in accordance with the CONTRACTOR'S service fee agreement outlined in the pricing section herein.
 - 1.9. Provide ongoing client and user support.

2. **Assigned Personnel:**

- 2.1. CONTRACTOR shall assign only competent personnel to perform work hereunder. In the event that at any time AIRPORT, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform work hereunder, CONTRACTOR shall remove such person or persons immediately upon receiving written notice from AIRPORT.
- 2.2. Any and all persons identified in this AGREEMENT or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by AIRPORT to be key personnel whose services were a material inducement to AIRPORT to enter into this AGREEMENT, and without whose services AIRPORT would not have entered into this AGREEMENT. CONTRACTOR shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of AIRPORT.
- 2.3. If any of CONTRACTOR's personnel assigned to perform services under this AGREEMENT become unavailable due to resignation, sickness or other factors outside of CONTRACTOR's control, CONTRACTOR shall be responsible for timely provision of adequately qualified replacements.

AIRPORT shall:

1. **Airport Obligations:**

- 1.1. **AIRPORT Obligations - General:** AIRPORT shall be obligated to use its best efforts to perform or provide the following:
 - 1.1.1. **Provide Information:** AIRPORT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within AIRPORT's possession or control and are not confidential, privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
 - 1.1.2. **Point of Contact:** AIRPORT shall designate a representative authorized to act on behalf of AIRPORT for the duration of this AGREEMENT.
 - 1.1.3. **Timely Response:** AIRPORT shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to AIRPORT for review by CONTRACTOR and respond as necessary within a reasonable time.

1.2. **AIRPORT Obligations - PlanePass**

- 1.2.1. **Financial Point of Contact:** AIRPORT shall designate a representative authorized to act on behalf of AIRPORT for the duration of this AGREEMENT in the capacity of reviewing PlanePass financial reports and interfacing with CONTRACTOR's PlanePass team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 1.2.2. **Fee Exemptions:** AIRPORT shall not, during the Initial Term and any Renewal Term of this Agreement, bill aircraft included on exempt lists for fee types managed by CONTRACTOR; "exempt" is understood to mean not billed by any party.
- 1.2.3. **Payments Received by AIRPORT:** AIRPORT shall not purposefully engage in the acceptance and receipt of payments for aircraft operating fees billed by CONTRACTOR during the Initial Term and any Renewal Term of this Agreement. To ensure proper

accounting, AIRPORT will transfer or remit to CONTRACTOR any payments inadvertently received for aircraft operating fees invoiced by CONTRACTOR.

- 1.2.4. **Airport Policy:** AIRPORT shall be responsible for setting AIRPORT policy as it pertains to aircraft fee billing and other matters that may involve CONTRACTOR and for communicating these policies to the appropriate AIRPORT stakeholders including the AIRPORT flying community.

EXHIBIT B
INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

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

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
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 <input checked="" type="checkbox"/> \$10,000,000 Per Occurrence <input type="checkbox"/> \$20,000,000 Per Occurrence <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
CRIME/EMPLOYEE DISHONESTY Contractor shall name the City of Corpus Christi, Texas as Loss Payee	\$200,000 Per Occurrence Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>
<i>Subcontractors</i> Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13. Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>	

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

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 an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

- B. Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, 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 a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

- 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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - 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 must provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly 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.
- E. 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 agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.
- 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- 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 agreement.
- 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 agreement.

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

2022 Insurance Requirements

Ins. Req. Exhibit - Aviation

Contracts for General Services Performed Onsite – Vector Airport Systems, LLC

08/04/2022 Risk Management – Legal Dept.