

**AGREEMENT FOR COMMISSION OF PUBLIC ART
BETWEEN THE CITY OF CORPUS CHRISTI AND MONUMENT FINE ART AND
SCULPTURE CONSERVATION LLC
FOR ARTWORK AT COLLIER POOL**

This agreement ("**Agreement**") is entered into by and between the City of Corpus Christi, Texas, a home-rule municipal corporation ("**City**"), acting through its duly authorized City Manager or the City Manager's designee ("**City Manager**") and Monument Fine Art and Sculpture Conservation LLC of Corpus Christi, Texas ("**Artist**").

WHEREAS, the City has allocated funds for the selection, purchase, and placement of a public work of art at, in, or near the selected site of the Collier Pool located at 3801 Harris Dr., Corpus Christi, Texas, 78411 ("**Project Premises**");

WHEREAS, Artist submitted a proposal to City's Arts and Cultural Commission ("**Commission**");

WHEREAS, the City and Artist wish to set out the terms and conditions under which the **Artwork** is to be designed, fabricated, and installed in order to promote the integrity of Artist' ideas and statements as represented in the artist's proposal and as represented by and in the completed **Artwork**;

NOW, THEREFORE, the City and the Artist, for and in consideration of the covenants and agreements set out in this Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Preamble Language. The preamble language included above this initial numerated section is incorporated into this Agreement by reference and made a part of this Agreement for all intents and purposes.

Section 2. Contract Administrator. The City's contract administrator for this Agreement is the City's Director of Parks and Recreation or designee ("**Director**").

Section 3. Artwork. The City, through this Agreement, contracts with Artist to provide professional services in designing, constructing, finishing, transporting, and installing a permanent work of art ("**Artwork**"). A representative design of the **Artwork**, including plans and specifications, will be approved by the Director of Engineering and Director of Parks and Recreation, or their respective designees, and the Arts and Cultural Commission. The City and Artist acknowledge that Artist's preliminary design for the **Artwork** had previously been reviewed and approved by the City's Arts and Cultural Commission ("**Commission**"), a commission whose members are appointed by the City's City Council ("**City Council**"), and which preliminary Artwork design is shown as **Exhibit A** and incorporated in this Agreement by reference.

Section 4. Term of Agreement. This Agreement, excluding certain covenants that survive this Agreement including, but not limited to, Sections 17, 19(B), 22, 23, and 25, will expire upon the City's final payment to Artist as governed by Sections 5(B)(iv) and 8(C) of this Agreement.

Section 5. Compensation and Payment Schedule.

- A. The City will pay directly to Artist a fixed fee of \$17,500.00, which is full compensation for all services to be performed and all materials to be furnished by Artist under this

Agreement including but not limited to all costs associated with design, fabrication, windstorm certification, permitting, installation, and insurance. The payment of compensation to Artist, at any time during the term of this Agreement, will not be deemed a waiver of any right of the City or acceptance, by the City, of defective performance by Artist.

- B. The fee will be paid in the following installments, each installment to represent full and final payment for all services and materials provided prior to the payment thereof:
- (i) \$2,625 will be remitted by the City to the Artist within ten (10) working days of this Agreement being signed by both parties,
 - (ii) \$8,750 will be remitted by the City to the Artist within ten (10) working days of the plans and specifications being approved by the City
 - (iii) \$4,375 will be remitted by the City to the Artist within ten (10) working days of the **Artwork** being completed in Artist's studio
 - (iv) \$1,750 within ten (10) working days of the **Artwork** being installed and Notice of Final Acceptance has been issued accepted

Section 6. Fabrication of Artwork. Artist shall furnish all labor, tools, materials, machinery, equipment, and incidentals necessary for the execution of the **Artwork**.

Section 7. Completion of Artwork. The **Artwork** should be fully fabricated and ready for installation no later than 180 days after contract execution. Deviation from this deadline requires written notice to the City, but in no way shall fabrication and installation take more than 240 days.

Section 8. Notice of Substantial Completion, Notice of Acceptance, and Notice of Final Acceptance.

- A. Director, or designee, shall inspect the Artist's project design for the **Artwork**. Upon acceptance of the **Artwork** design and obtain Artist's obtaining all required building permits and evidence of windstorm certification, the City shall provide Artist with "**Notice of Acceptance**" and will issue payment to Artist, under Section 5(B)(ii) of this Agreement ("**Notice of Acceptance**"). Upon receipt of a deficiency notice, Artist will be given a reasonable time in which to correct all deficiencies noted by the City. Artist shall assume all costs associated with the correction of any deficiencies noted. Upon correction of all deficiencies, the City shall notify Artist in writing of the City's accepted arrival of the **Artwork** and issue a Notice of Acceptance.
- B. Artist shall send to Director a written notice of substantial completion ("**Notice of Substantial Completion**") when the **Artwork** has been substantially completed in accordance with the plans and specifications described in Exhibit A and will issue payment to Artist, under Section 5(B)(iii) of this Agreement.
- C. Upon installation of the **Artwork** and site cleanup, the City shall notify Artist in writing of its final acceptance ("**Notice of Final Acceptance**") of the **Artwork** and will issue payment to Artist, under Section 5(B)(iv) of this Agreement. Final acceptance shall not to be unreasonably withheld. Site cleanup shall consist of Artist cleaning and removing from the installation site all surplus and discarded materials, temporary structures, and

debris of every kind occasioned by Artist's installation work in order to leave the installation site in a clean and orderly condition, substantially the same as that which originally existed.

Section 9. Installation of the Artwork. Artist shall provide plans and specifications for installation of the Artwork. Artist will also be contractually responsible for all completion costs associated with construction and installation of the Artwork. Artist shall be contractually responsible for the physical installation of the Artwork and all completion costs associated with the installation of the Artwork at the Project Premises, in compliance with the project's design firm.

Section 10. Artwork Maintenance Instructions. Artist shall submit, within fourteen (14) days after installation of the Artwork, instructions regarding routine maintenance required for each component of the Artwork.

Section 11. Work Standards. Artist must perform all work in a good and workmanlike manner and in accordance with all applicable Federal, State, and local laws and regulations.

Section 12. Taxes.

- A. The City is a tax-exempt organization and no State of Texas or local sales taxes are due upon the Artwork by the City. The City shall supply Artist with a copy of the Texas Sales Tax Exemption Certificate ("Texas Certificate"). The City does not warrant that the Texas Certificate will be acceptable in any other jurisdiction outside the boundaries of Texas for tax-exempt purchases of materials or supplies to be used for the Artwork.
- B. Artist are solely responsible for the payment of any and all taxes that may become due to any taxing authority, agency, or entity with respect to services provided by Artist or with the Artwork that is the subject of this Agreement. This provision survives the expiration or earlier termination of this Agreement.
- C. Artist shall pay, before delinquency: all taxes, levies, and assessments arising from Artist' activities and undertakings pursuant to this Agreement; taxes levied on Artist' art studio and any improvements on the studio property or other place used for the fabrication and completion of the Artwork; taxes levied on Artist' equipment, tools, and machinery; and taxes levied on Artist' interest in this Agreement.

Section 13. No Assignment of Work Without Authorization. The work and services required of Artist under this Agreement are personal to Artist and may not be assigned, delegated, or transferred without the express, written approval of the City. This provision does not prohibit Artist from having the Artwork cast at an approved foundry or from employing qualified personnel to work under Artist' direct supervision and control with respect to the Artwork.

Section 14. Review of Work in Progress. Upon reasonable, prior notice to Artist, the City's officers, employees, and agents must be allowed to make reasonable inspections and reviews of Artist' progress with respect to the Artwork.

Section 15. Insurance.

- A. Artist shall secure and maintain, during the term of this Agreement and at Artist's sole expense, the levels and types of insurance set out in Exhibit B, a copy of which is attached to this Agreement and incorporated in this Agreement by reference.

- B. Any subcontractors, if approved by the City, must secure and maintain the same levels and types of insurance shown in **Exhibit B** prior to performing any work related to this Agreement.
- C. Artist shall provide proof, by certificate of insurance meeting the limits and requirements set out in **Exhibit B**, to the City's Risk Manager and Director upon the execution of this Agreement.
- D. The certificate of insurance must name the City as an additional insured and must provide the City with at least 30 days written notice of cancellation, material change, or intent not to renew any insurance coverage required by **Exhibit B**.

Section 16. Artist's Expenses. Artist shall be responsible for the payments of all mailings for submission to the City, including any required insurance certificates; shipping costs of the **Artwork** to the City; all costs of travel by Artist; all labor costs for Artist' employees; and all other costs, unless specifically excluded in this Agreement, that are necessary for the proper performance of the work, services, and obligations required by Artist under this Agreement.

Section 17. Public Information by Artist. Artist shall acknowledge the City's role in purchasing the **Artwork** in all public presentations and written, printed, or electronic publications of the **Artwork** following the execution of this Agreement. This obligation of Artist survives the termination of this Agreement.

Section 18. Independent Contractor; Lack of Contractual Authority.

- A. Artist shall perform all work and services under this Agreement as an independent contractor and not as an agent, representative, or employee of the City.
- B. This Agreement does not establish Artist as the agents or legal representatives of the City for any purpose whatsoever, and Artist are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the City or to bind the City in any manner whatsoever.

Section 19. Title; Copyright and License to Reproduce.

- A. Title to the **Artwork** will pass to the City upon remittance of the final payment.
- B. City obtains the rights to graphically reproduce, through photography or otherwise, the image of the **Artwork** including, but not limited to, the **Artwork** proposal and all preliminary studies, and to authorize third parties to graphically reproduce, through photography or otherwise, any and all of the same as are desired by the City for any purpose deemed appropriate by the City Manager. On each municipal reproduction, Artist will be acknowledged, using designations provided by Artist, to be the creator of the original **Artwork** depicted, provided that reproductions of any proposals and preliminary studies may not be identified as, or represented to be, the finished **Artwork**. The rights granted by this subsection survive the termination of this Agreement.

Section 20. Risk of Loss. Artist shall take all measures reasonably necessary to protect the **Artwork** from loss or damage until Artist have completed delivery to the City of all materials that constitute and form the **Artwork** and ownership is transferred to the City. Artist shall obtain property insurance, as set out in Section 15 of this Agreement, for loss or damage of the materials paid for by the City while in Artist' possession and control.

Section 21. Indemnification. To the extent allowed by Texas law, Artist ("Indemnitors") shall fully indemnify, save, and hold harmless the City and its officers, employees, and agents (collectively, "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injury (including, without limitation on the foregoing, premises defects, workers' compensation, and death claims), property loss, or damage of any kind whatsoever, including dishonest, fraudulent, negligent, or criminal acts of the Indemnitor or the Indemnitor's employees, representatives, or agents, acting alone or in collusion with others, which may arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, Indemnitor's design, fabrication, installation, repair, restoration, or removal of the Artwork and any act or omission of the Indemnitor or of any agent or employee of Indemnitor pursuant to performance under the terms of this Agreement. The terms of this indemnification are effective regardless of whether the injury, damage, or loss is caused by the sole, contributory, or concurrent negligence of the Indemnitees or any of them individually. The Indemnitor covenants and agrees that, if the Indemnitee is made a party to any litigation against the Indemnitor or in any litigation commenced by any party other than Indemnitor relating to this Agreement, Indemnitor shall, upon receipt of reasonable notice regarding commencement of litigation and at his/her own expense, investigate all these claims and demands, attend to their settlement or other disposition, defend Indemnitee in all actions based thereon with counsel satisfactory to the Indemnitee, and pay all charges of attorneys and all other costs and expenses of any kind arising from any said liability, damage, loss, claim, demand, or action. No liability attaches to the City by virtue of entering into this Agreement except as is expressly provided for under this Agreement. This provision survives the expiration or earlier termination of this Agreement.

Section 22. Artist' Warranties.

- A. **Warranty Against Defects.** Artist warrant that the Artwork is designed to last for 20 years and guarantees the Artwork against faulty material and workmanship, including inherent vice. The term "inherent vice" means a quality within the material(s) that compromise(s) the Artwork and, either alone or in combination, results in the tendency of the Artwork to destroy itself and its image. In the event of a claim by the City for faulty material or workmanship, Artist shall, at the City's option, remedy or pay for any loss or damage resulting from faulty material or workmanship that occurs or appears after the date the City issues a Notice of Final Acceptance of the Artwork. The City shall give written notice with reasonable promptness to Artist regarding observed defects in the Artwork that occur or appear. Nothing contained in this Agreement or any action whatsoever by the City constitutes an acceptance of work not done in accordance with the provisions of this Agreement or relieves Artist of liability or responsibility for faulty material or workmanship. This provision survives the expiration of this Agreement.
- B. **Warranty of Title.** Artist warrants and guarantees that, upon the City's final remittance of payment to Artist, the City acquires good title to the Artwork and that the Artwork is free from any and all claims, liens, and charges of and by any person or entity including, but not limited to, all employees and suppliers of Artist. This provision survives the expiration of this Agreement.

Section 23. Collection Management.

- A. The City reserves the right to manage its collection of art, including the **Artwork**, consistent with all applicable laws, the City's Charter, ordinances, and municipal policies. The City, through this Agreement, is commissioning and purchasing a work of public art, and the City shall determine the **Artwork's** placement at the Project Premises. This reservation of rights survives the expiration of this Agreement.
- B. The City reserves the right to manage its buildings, facilities, and public sites for public purposes and, in doing so, may determine that it is necessary to relocate or remove the **Artwork** or modify the site in or on which it is located. This reservation of rights by the City survives the expiration of this Agreement.

Section 24. Force Majeure. No party to this Agreement will be liable for failures or delays in performance due to any cause beyond their control including, but not limited to, any failures or delays in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, and riots or interference by civil or military authorities. Artist shall inform the City in writing and submit proof of force majeure within three (3) business days of the event or occurrence of force majeure. Artist' failure to inform and submit proof to the City of force majeure constitutes a waiver of this right as a defense. The failures or delays to perform extend the period of performance until these exigencies have been removed.

Section 25. Survival of Terms. Termination or expiration of this Agreement for any reason does not release either party from any liabilities or obligations set forth in this Agreement that: 1) the parties have expressly agreed survive the termination or expiration; 2) remain to be performed; or 3) by their nature would be intended to be applicable following the termination or expiration.

Section 26. Non-Discrimination. Artist shall not discriminate or permit discrimination against any person or group of persons, as to employment or in the performance of services under this Agreement, on the grounds of race, religion, national origin, sex, physical or mental disability, or age, or in any manner prohibited by the laws of the United States or the State of Texas. The Director retains the right to take the action as the United States may direct to enforce this non-discrimination covenant.

Section 27. Compliance with Laws.

- A. Artist must comply with all applicable Federal, State, and local government laws, rules, regulations, and ordinances that may be relevant or applicable to Artist' performance under this Agreement.
- B. This Agreement is also subject to applicable provisions of the City's Charter.

Section 28. Venue. All actions brought to enforce compliance with this Agreement must be brought in Nueces County, Texas, where this Agreement was executed and will be performed.

Section 29. Interpretation. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Section 30. Notice.

- A. All notices, demands, requests, or replies provided for or permitted, under this Agreement by either party must be in writing and must be delivered by one of the

following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; (3) by prepaid telegram; (4) by deposit with an overnight express delivery service, for which service has been prepaid; (5) by fax transmission; or (6) e-mail.

- B. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service in the manner described above will be deemed effective one (1) business day after transmission to the telegraph company or overnight express carrier. Notice by fax or e-mail will be deemed effective upon transmission with proof of delivery to the receiving party. All communications must only be made to the following:

<p>IF TO CITY: City of Corpus Christi – Parks and Recreation Attn: Director 1201 Leopard; 3rd Floor P.O. Box 9277 Corpus Christi, Texas 78469-9277 (361) 880-3464 (361) 880-3864 Fax</p>	<p>IF TO ARTIST: Monument Fine Art and Sculpture Conservation LLC 733 Bradshaw Dr. Corpus Christi, Texas 78412 Email: malczewskiandrew@gmail.com; Email: paul@dancingmetal.com</p>
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- C. Either party may change the address to which notice is sent by using a method set out above. Artist shall notify City of an address change within ten (10) days after the address is changed.

Section 31. Mechanics and Materialman's Liens. Artist must not allow the **Artwork** to be encumbered by any notice of intention to file a mechanic or materialman's lien or by the filing of a mechanic or materialman's lien. In the event that any notice of intention to file a mechanic or materialman's lien is received by Artist or a mechanic or materialman's lien is filed against the **Artwork** purporting to be for labor or materials, Artist must discharge the same within ten (10) days of the notice or filing.

Section 32. Disputes. Any disputes concerning Artist's performance of this Agreement that are not disposed of by agreement between Artist and the Director will be referred to the City Manager or the City Manager's designated representative. If these persons do not agree upon a decision within a reasonable period of time not to exceed forty-five (45) days, the parties may pursue other legal rights and remedies to resolve the disputes.

Section 33. Modification or Amendment. No modification or amendment of any of the terms of this Agreement will be effective unless the modification or amendment is in writing and signed by an authorized representative of each of the parties to this Agreement.

Section 34. Waiver.

- A. The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any of its rights under this Agreement.
- B. No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement by either party at any time, express or implied, will be taken to constitute

a waiver of any subsequent breach of the covenant or condition nor will justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.

- C. If any action by Artist requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval of the same action or any other action on any other occasion.
- D. Any waiver or indulgence of Artist' default of any provision of this Agreement will not be considered an estoppel against the City. It is expressly understood that, if at any time Artist are in default in any of its conditions or covenants of this Agreement, the failure on the part of the City to promptly avail itself of said rights and remedies that the City may have will not be considered a waiver on the part of the City, but the City may at any time avail itself of said rights or remedies allowed under this Agreement, in law, or in equity.
- E. Any waiver or indulgence of the City's default of any provision of the Agreement will not be considered an estoppel against the Artist. It is expressly understood that, if at any time the City is in default in any of its conditions or covenants of this Agreement, the failure on the part of the Artist to promptly avail themselves of said rights and remedies that the Artist may have will not be considered a waiver on the part of the Artist, but the Artist may at any time avail themselves of said rights or remedies allowed under this Agreement, in law, or in equity.

Section 35. Severability.

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

Section 36. Acknowledgment and Construction of Ambiguities. The parties expressly agree that they have each independently read and understood this Agreement. By Artist' execution of this Agreement, Artist agree to be bound by the terms, covenants, and conditions contained in this Agreement. By agreement of the parties, any ambiguities in this Agreement may not be construed against the drafter.

Section 37. Captions. The captions utilized in this Agreement are for convenience only and do not in any way limit or amplify the terms or provisions of this Agreement.

Section 38. Disclosure of Interests Artist agrees to comply with City of Corpus Christi Ordinance No. 17112 and complete the *Disclosure of Interests* form as part of this contract.

Artist agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this contract. For more information, please review the information on the Texas Ethics Commission website at <https://www.ethics.state.tx.us>. Artist agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at <http://www.cctexas.com/government/city-secretary/conflict-disclosure/index>.

Section 39. Executory Agreement. This Agreement is not considered valid until signed by authorized representatives of each of the parties and approved by the City Council.

Section 40. Entire Agreement. No verbal agreements or conversations between any officer, employee, or agent of the City and Artist or Artist' agent prior to the execution of this Agreement affect or modify any of the terms or obligations contained in this Agreement. Any verbal agreements or conversations prior to execution of this Agreement are considered unofficial information and in no way binding on either party. This Agreement and the attached and incorporated exhibits constitute the entire agreement between the City and Artist for the purpose stated. All other agreements, promises, representations, and understandings, oral or otherwise, with reference to the subject matter of this Agreement, unless contained in this Agreement, are expressly revoked, as the parties intend to provide for a complete understanding within the provisions of this Agreement and its exhibits of the terms, conditions, promises, and covenants relating to Artist' performance under this Agreement.

EXECUTED IN DUPLICATE, each of which will be considered an original, on this the ____ day of _____, 2017.

CITY OF CORPUS CHRISTI

Margie C. Rose
City Manager

Attest:

Rebecca Huerta
City Secretary

APPROVED AS TO LEGAL FORM _____ 2017

Assistant City Attorney

ARTIST

By: 

Printed Title: Paul Seeman

Date: 3/14/17

LIST OF ATTACHED EXHIBITS

Exhibit A: Artwork Plans and Specifications

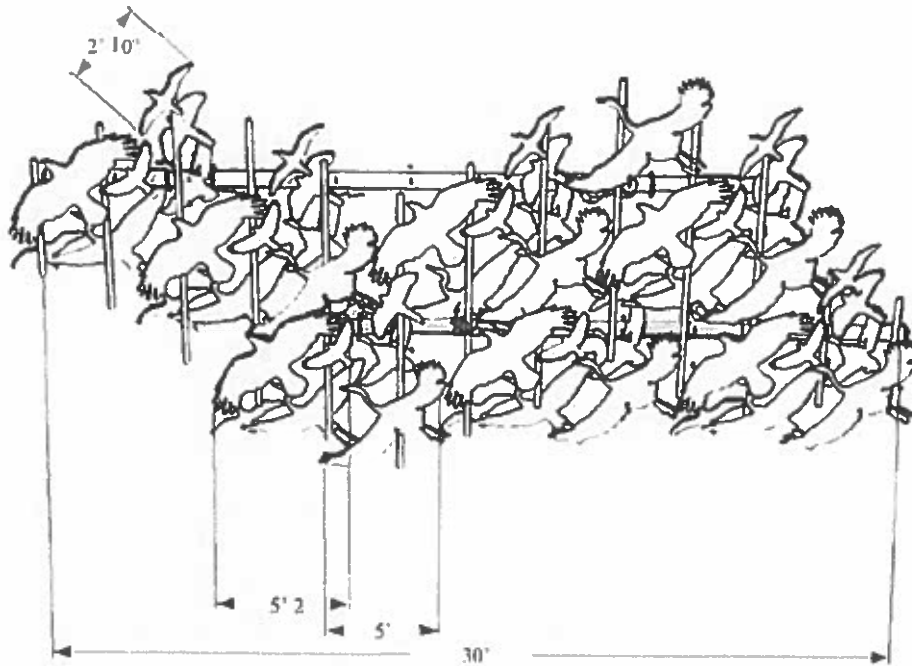
Exhibit B: Insurance Requirements

Exhibit C: Artist's Disclosure of Interest

EXHIBIT A

Collier Pool Public Art – Concept Rendering

Top View:



Side View:

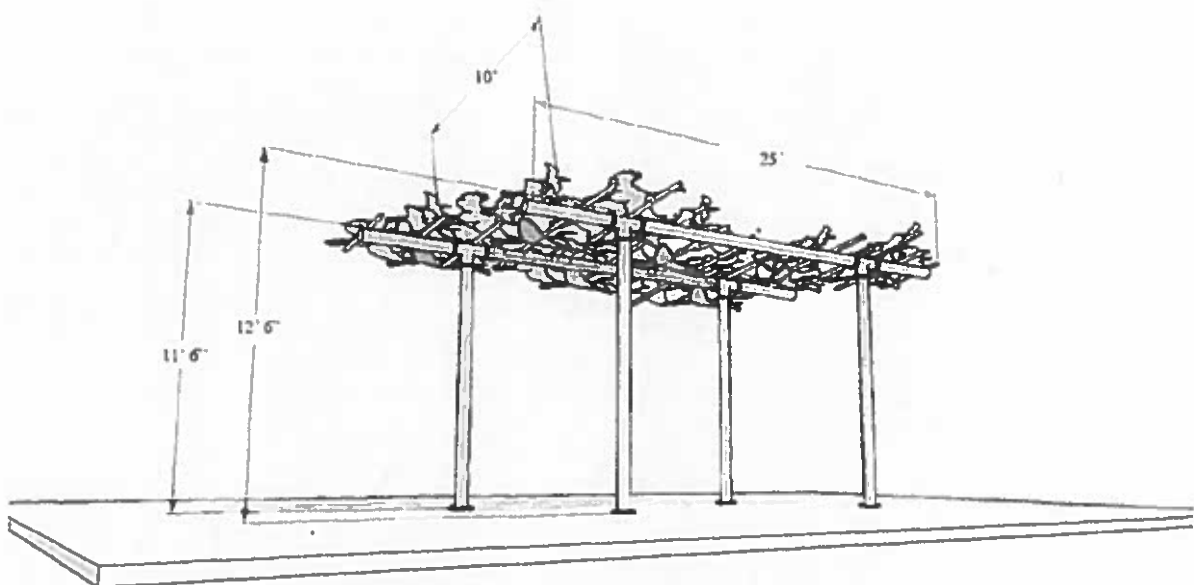


EXHIBIT B

I. ARTIST'S INSURANCE REQUIREMENTS

- A. Artist must not commence work on the Artwork until all insurance required herein has been obtained and such insurance has been approved by the City. Artist must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Artist must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for the General liability policy and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day written notice of cancellation, non-renewal, material change or termination is required on all certificates	Bodily Injury and Property Damage Per occurrence / aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premise – Operations 3. Products - Completed Operations 4. Broad Form Property Damage 5. Contractual Liability 6. Independent Contractors 7. Fire Damage	\$1,000,000 COMBINED SINGLE LIMIT
PROPERTY INSURANCE Fire and Extended coverage to include theft and vandalism exposures	At a minimum, in amounts sufficient to cover the loss of materials paid for by the City while in the Artists' possession and control, in addition to the Artist's property
TRANSPORTATION / INSTALLATION INSURANCE 1. During transportation of the artwork from the Artist's studio to Corpus Christi, TX 2. During the installation of the artwork at the Site	In amounts sufficient to cover the replacement cost of the artwork
WORKERS' COMPENSATION EMPLOYERS' LIABILITY	Required for installation of Artwork on site MUST COMPLY WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT \$500,000

II. ADDITIONAL REQUIREMENTS

- A. As stated in Section I-B, Table, Contractor must obtain the applicable workers' compensation coverage for its employees through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and with endorsements approved by the Texas Department of Insurance. The coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by Contractor will be promptly met.
- B. Contractor's financial integrity is of interest to the City; therefore, subject to its right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at its' 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. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall 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 Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-4555- Fax #

- 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:
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, on the General Liability and Business Auto Liability coverage.
 - 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 suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal 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 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 stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' 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 contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

EXHIBIT C

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-177217

Date Filed:
03/10/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Monument Fine Art and Sculpture Conservation
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corpus Christi

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

111

Design and fabrication of "Wind and Sea" a sculptural shade structure for Collier Park.

4	Name of interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul Seeman, this the 14th day of March, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Camron Cox
Printed name of officer administering oath

Paralegal
Title of officer administering oath