

CITY OF CORPUS CHRISTI
CONTRACT FOR PROFESSIONAL SERVICES

FOR PROJECT (No./Name) E16336 Packery Channel Monitoring

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Director) and Texas A & M University – Corpus Christi, a Texas public university, 6300 Ocean Dr., Corpus Christi, Nueces County, Texas 78123, (TAMU-CC), hereby agree as follows:

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I – SCOPE OF SERVICES		2
ARTICLE II – COMPENSATION.....		2
ARTICLE III – TIME AND PERIOD OF SERVICE		3
ARTICLE IV – INSURANCE REQUIREMENTS		4
ARTICLE V – TERMINATION OF AGREEMENT		4
ARTICLE VI – RIGHT OF REVIEW AND AUDIT.....		5
ARTICLE VII – OWNER REMEDIES.....		5
ARTICLE VIII – TAMU-CC REMEDIES		5
ARTICLE IX – CLAIMS AND DISPUTE RESOLUTION.....		6
ARTICLE X – MISCELLANEOUS PROVISIONS.....		7

ARTICLE I – SCOPE OF SERVICES

1.1 TAMU-CC shall provide to Engineering Services its Scope of Services, to be incorporated herein and attached to this Agreement as **Exhibit A**. The Scope of Services shall include all associated services required for TAMU-CC to provide such Services, pursuant to this Agreement, and any and all Services that would normally be required by law or common due diligence in accordance with the standard of care defined in Article X of this Agreement.

1.2 TAMU-CC shall comply with City standards, as specified in the Unified Development Code (UDC) or Code of Ordinances at the time of the execution of the contract, throughout the duration of the Project, unless specifically and explicitly excluded from doing so in the approved Scope of Services attached as **Exhibit A**. A request made by either party to deviate from City standards after the contract is executed must be in writing.

1.3 TAMU-CC shall provide labor, equipment and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Agreement. Persons retained by TAMU-CC to perform work pursuant to this Agreement shall be employees or subconsultants of TAMU-CC. TAMU-CC must provide City with a list of all subconsultants that includes the services performed by subconsultant and the % of work performed by subconsultant. Changes in TAMU-CC's team that provides services under this Agreement must be agreed to by the City in writing.

1.4 TAMU-CC shall not begin work on any phase/task authorized under this Agreement until they are briefed on the scope of the Project and are notified in writing to proceed. If the scope of the Project changes, either TAMU-CC or City may request a review of the changes with an appropriate adjustment in compensation.

1.5 TAMU-CC will provide monthly status updates (project progress or delays) in the format requested by the City with each monthly invoice.

ARTICLE II – COMPENSATION

2.1 The Compensation for all services (Basic and Additional) included in this Agreement and in the Scope of Services for this Agreement shall not exceed **\$257,745**. The Compensation listed includes a contingency in the amount of \$75,886, which may be used at the City's discretion for additional or emergency services. The contingency cannot be paid to TAMU-CC unless the additional or emergency services are approved by the City in writing in advance.

2.2 TAMU-CC's fee will be on a lump sum or time and materials (T&M) basis as detailed in **Exhibit A** and will be full and total compensation for all services and for all expenses incurred in performing these services. TAMU-CC shall submit a Rate Schedule, as shown in **Exhibit B-1**, with their proposal. City and TAMU-CC agree that the Rate Schedule is considered confidential information that may be excluded from public disclosure under Texas Government Code Chapter 552 as determined by the Texas Attorney General.

2.3 TAMU-CC agrees to complete the Scope of Services in accordance with the approved project schedule and budget as defined in **Exhibit A**, including completing the work in phases defined therein.

2.4 The Director of Engineering Services may request the TAMU-CC to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. TAMU-CC shall notify the City within three (3) days of notice if tasks requested requires an additional fee.

2.5 Monthly invoices will be submitted in accordance with the Payment Request as shown in **Exhibit B**. Each invoice will include TAMU-CC's estimate of the proportion of the contracted services completed at the time of billing. For work performed on a T&M Basis, the invoice shall include documentation that shows who worked on the Project, the number of hours that each individual worked, the applicable rates from the Rate Schedule and any

reimbursable expenses associated with the work. City will make prompt monthly payments in response to TAMU-CC's monthly invoices.

2.6 Principals may only bill at the agreed hourly rate for Principals (as defined in the Rate Schedule) when acting in that capacity. Principals acting in the capacity of staff must bill at applicable staff rates.

2.7 TAMU-CC certifies that title to all services covered by a Payment Request shall pass to City no later than the time of payment. TAMU-CC further certifies that, upon submittal of a Payment Request, all services for which Payment Requests have been previously issued and payments received from City shall, to the best of TAMU-CC's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of TAMU-CC or other persons or entities making a claim by reason of having provided labor or services relating to this Agreement.

2.8 The final payment due hereunder shall not be paid until all reports, data and documents have been submitted, received, accepted and approved by City. Final billing shall indicate "Final Bill – no additional compensation is due to TAMU-CC."

2.9 City may withhold compensation to such extent as may be necessary, in City's opinion, to protect City from damage or loss for which TAMU-CC is responsible, because of:

2.9.1 delays in the performance of TAMU-CC's work;

2.9.2 failure of TAMU-CC to make payments to subconsultants or vendors for labor, materials or equipment;

2.9.3 damage to City; or

2.9.4 persistent failure by TAMU-CC to carry out the performance of its services in accordance with this Agreement.

2.10 When the above reasons for withholding are removed or remedied by TAMU-CC, compensation of the amount withheld shall be made within 30 days. City shall not be deemed in default by reason of withholding compensation as provided under this Agreement.

2.11 In the event of any dispute(s) between the Parties regarding the amount properly compensable for any phase or as final compensation or regarding any amount that may be withheld by City, TAMU-CC shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event TAMU-CC does not initiate and follow the claims procedures as required by the terms of this Agreement, any such claim shall be waived.

2.12 Request of final compensation by TAMU-CC shall constitute a waiver of claims except those previously made in writing and identified by TAMU-CC as unsettled at the time of final Payment Request.

2.13 All funding obligations of the City under this Agreement are subject to the appropriation of funds in its annual budget. The City may direct TAMU-CC to suspend work pending receipt and appropriation of funds.

ARTICLE III – TIME AND PERIOD OF SERVICE

3.1 This Agreement shall be effective upon the signature of the City Manager or designee (Effective Date) and approval of City Council.

3.2 This service shall be for a period of one year beginning on the Effective Date.

3.3 TAMU-CC agrees to begin work on those authorized Services for this contract upon receipt of the Notice to Proceed from the Director of Engineering Services. Work will not begin on any phase or any Additional Services until requested in writing by TAMU-CC and written authorization is provided by the Director of Engineering Services.

3.4 Time is of the essence for this Agreement. TAMU-CC shall perform and complete its obligations under this Agreement in a prompt and continuous manner so as to not delay the Work for the Project, in accordance with the schedules approved by City. TAMU-CC and City are aware that many factors may affect the TAMU-CC's ability to complete the services to be provided under this agreement. TAMU-CC must notify the City within three business days of becoming aware of a factor that may affect TAMU-CC's ability to complete the services hereunder.

3.5 City shall perform its obligations of review and approval in a prompt and continuous manner so as to not delay the project.

ARTICLE IV – INSURANCE REQUIREMENTS

4.1 TAMU-CC must not commence work under this Agreement until all insurance required has been obtained and such insurance has been approved by the City. TAMU-CC must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

4.2 Insurance Requirements are shown in **EXHIBIT C**.

ARTICLE V – TERMINATION OF AGREEMENT

5.1 By TAMU-CC:

5.1.1 The City reserves the right to suspend this Agreement at the end of any phase for the convenience of the City by issuing a written and signed Notice of Suspension. TAMU-CC may terminate this Agreement for convenience in the event such suspension extends for a period beyond 120 calendar days by delivering a Notice of Termination to the City.

5.1.2 TAMU-CC must follow the Termination Procedure outlined in this Agreement.

5.2 By City:

5.2.1 The City may terminate this agreement for convenience upon seven days' written notice to TAMU-CC at the address of record.

5.2.2 The City may terminate this agreement for cause upon ten days' written notice to TAMU-CC. If TAMU-CC begins, within three days of receipt of such notice, to correct its failure and proceeds to diligently cure such failure within the ten days, the agreement will not terminate. If TAMU-CC again fails to perform under this agreement, the City may terminate the agreement for cause upon seven days' written notice to the TAMU-CC with no additional cure period. If the City terminates for cause, the City may reject any and all proposals submitted by TAMU-CC for up to two years.

5.3 Termination Procedure

5.3.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, unless the notice otherwise directs or TAMU-CC takes action to cure a failure to perform under the cure period, TAMU-CC shall immediately begin the phase-out and discontinuance of all services in connection with the performance of this Agreement. Within 30 calendar days after receipt of the Notice of Termination, unless TAMU-CC has successfully cured a failure to perform, TAMU-CC shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination. City retains the option to grant an extension to the time period for submittal of such statement.

5.3.2 TAMU-CC shall submit all completed and/or partially completed work under this Agreement, including but not limited to specifications, designs, plans and exhibits.

5.3.3 Upon receipt of documents described in the Termination Procedure and absent any reason why City may be compelled to withhold fees, TAMU-CC will be compensated for its services based upon a Time & Materials calculation or TAMU-CC and City's estimate of the proportion of the total services actually completed at the time of termination. There will be no compensation for anticipated profits on services not completed.

5.3.4 TAMU-CC acknowledges that City is a public entity and has a duty to document the expenditure of public funds. The failure of TAMU-CC to comply with the submittal of the statement and documents, as required above, shall constitute a waiver by TAMU-CC of any and all rights or claims to payment for services performed under this Agreement.

ARTICLE VI – RIGHT OF REVIEW AND AUDIT

6.1 TAMU-CC grants City, or its designees, the right to audit, examine or inspect, at City's election, all of TAMU-CC's records relating to the performance of the Work under this Agreement, during the term of this Agreement and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. TAMU-CC agrees to retain its records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under this Agreement, then such retention period shall extend until final resolution of the dispute.

6.2 TAMU-CC's records include any and all information, materials and data of every kind and character generated as a result of and relevant to the Work under this Agreement (TAMU-CC's Records). Examples include billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, and any and all other agreements, sources of information and matters that may, in City's and TAMU-CC's reasonable judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Documents.

6.3 City agrees that it shall exercise the right to audit, examine or inspect TAMU-CC's Records only during TAMU-CC's regular business hours. TAMU-CC agrees to allow City's designee access to all of TAMU-CC's Records, TAMU-CC's facilities and TAMU-CC's current employees, deemed necessary by City or its designee(s), to perform such audit, inspection or examination. TAMU-CC also agrees to provide adequate and appropriate work space necessary to City or its designees to conduct such audits, inspections or examinations.

6.4 TAMU-CC shall include this audit clause in any subcontractor, supplier or vendor contract.

ARTICLE VII – OWNER REMEDIES

7.1 The City and TAMU-CC agree that in the event the City suffers actual damages as a result of material breach of this Agreement by TAMU-CC, the City may elect to pursue its actual damages and any other remedy allowed by law.

ARTICLE VIII – TAMU-CC REMEDIES

8.1 If TAMU-CC is delayed due to uncontrollable circumstances, such as strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations or any other causes beyond TAMU-CC's reasonable control, then the City shall excuse the failure for the duration of the event and for such a time as is reasonable to allow TAMU-CC to resume performance under this Agreement.

8.2 If TAMU-CC requests a remedy for a condition not specified above, TAMU-CC must file a Claim as provided in this Agreement.

ARTICLE IX – CLAIMS AND DISPUTE RESOLUTION

9.1 Filing of Claims

9.1.1 Claims arising from the circumstances identified in this Agreement or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within twenty-one (21) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim.

9.1.2 Every Claim of TAMU-CC, whether for additional compensation, additional time or other relief, shall be signed and sworn to by a person authorized to bind the TAMU-CC by his/her signature, verifying the truth and accuracy of the Claim.

9.1.3 The responsibility to substantiate a claim rests with the party making the Claim.

9.1.4 Within thirty (30) calendar days of receipt of notice and supporting documentation, City will meet to discuss the request, after which an offer of settlement or a notification of no settlement offer will be sent to TAMU-CC. If TAMU-CC is not satisfied with the proposal presented, TAMU-CC will have thirty (30) calendar days in which to (i) submit additional supporting data requested by the City, (ii) modify the initial request for remedy or (iii) request Mediation.

9.2 Alternative Dispute Resolution

9.2.1 All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

9.2.2 Before invoking mediation, the Parties agree that they shall first try to resolve any dispute arising out of or related to this Agreement through discussions directly between those senior management representatives within their respective organizations who have overall managerial responsibility for similar projects. This step shall be a condition precedent to the use of mediation. If the parties' senior management representatives cannot resolve the dispute within thirty (30) calendar days after a Party delivers a written notice of such dispute, then the Parties shall proceed with the mediation process contained herein.

9.2.3 Mediation

9.2.3.1 In the event that City or TAMU-CC shall contend that the other has committed a material breach of this Agreement, the Party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

9.2.3.2 Request for mediation shall be in writing, and shall request that the mediation commence no less than thirty (30) or more than ninety (90) calendar days following the date of the request, except upon agreement of both parties.

9.2.3.3 In the event City and TAMU-CC are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) calendar days of the request for mediation, all conditions precedent in this Article shall be deemed to have occurred.

9.2.3.4 The parties shall share the mediator's fee. Venue for mediation shall be Nueces County, Texas. Any agreement reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

9.3 City shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for a breach of contract made by the City that cannot be resolved in the ordinary course of business. City shall submit written notice of a claim of breach of contract to TAMU-CC's designated official, who will examine City's claim and any counterclaim and negotiate with City in an effort to resolve the claim.

9.4 TAMU-CC and City agree that neither party shall be responsible for payment of attorney's fees pursuant to any law or other provision for payment of attorneys' fees. Both Parties expressly waive any claim to attorney's fees should litigation result from any dispute between the parties to this Agreement.

9.5 **No Waiver of Governmental Immunity. NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO WAIVE EITHER PARTY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

ARTICLE X – MISCELLANEOUS PROVISIONS

10.1 Use of Local Expertise/Local Professional Participation. The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy.

10.2 Assignability. Neither party will assign, transfer or delegate any of its obligations or duties under this Agreement contract to any other person and/or party without the prior written consent of the other party, except for routine duties delegated to personnel of TAMU-CC staff. This includes subcontracts entered into for services under this Agreement. If the TAMU-CC is a partnership or joint venture, then in the event of the termination of the partnership or joint venture, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the TAMU-CC fee may be assigned in advance of receipt by the TAMU-CC without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

10.3 Ownership of Intellectual Property.

10.3.1 "Intellectual Property" means know-how, copyrights, patents, trade secrets, ideas, thoughts, concepts, processes, techniques, data, development tools, models, drawings, specifications, prototypes, inventions, software, and other intellectual property.

10.3.2 "Project IP" means all Intellectual Property that is authored or conceived and reduced to practice in the performance of a this Agreement.

10.3.3 Ownership of Project IP will be as follows:

10.3.3.1 Title to any Project IP made or conceived solely by TAMU-CC personnel vests in TAMU-CC.

10.3.3.2 Title to any Project IP made or conceived solely by City personnel vests in City.

10.3.3.3 Title to any Project IP made or conceived jointly by personnel of both TAMU-CC and City ("Joint IP") vests jointly in TAMU-CC and City.

10.3.4 In the absence of a written agreement to the contrary, TAMU-CC and City will be independent owners of any corresponding patent rights in any Joint IP under 35 USC §262 with no obligation of accounting to one another.

10.3.5 TAMU-CC grants City an irrevocable, royalty-free, non-transferable, nonexclusive right and license to use, reproduce, display, perform and otherwise practice without restriction any copyrightable materials (technical data, reports, etc.) delivered by TAMU-CC under a Task Order.

10.3.6 Nothing in this Agreement grants either party any rights to any of the other party's Intellectual Property that is not Project IP.

10.4 Standard of Care. Services provided by TAMU-CC under this Agreement shall be performed with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances; and performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional.

10.5 Disclaimer of Warranties. TAMU-CC makes no warranties, express or implied, as to any matter, including, without limitation, warranties as to the conduct, completion, success or particular results of the Project, or the condition, ownership, merchantability, or fitness for a particular purpose of the Project results or any Project IP or that the use of any Project IP or Project results will not infringe any intellectual property right of a third party.

10.6 Licensing. TAMU-CC shall be represented by personnel with appropriate licensure, registration and/or certification(s) at meetings of any official nature concerning the Project, including scope meetings, review meetings, pre-bid meetings and preconstruction meetings.

10.7 Entire Agreement. This Agreement represents the entire and integrated Agreement between City and TAMU-CC and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and TAMU-CC.

10.8 Controlling Law. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Nueces County, Texas.

10.9 Severability. If, for any reason, any one or more Articles and/or paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining Articles and/or paragraphs of this Agreement but shall be confined in its effect to the specific Article, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any Article, sentence, clause or parts of this Agreement, in any one or more instance, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

10.10 Conflict Resolution Between Documents. TAMU-CC hereby agrees and acknowledges if anything contained in TAMU-CC-prepared **Exhibit A**, Scope of Services or in any other document prepared by TAMU-CC and included herein, is in conflict with the terms of this Agreement, this Agreement and/or the Task Order shall take precedence and control to resolve said conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF CORPUS CHRISTI

TEXAS A & M UNIVERSITY – CORPUS CHRISTI

J.H. Edmonds, P. E. Date
Director of Engineering Services

Luis A. Cifuentes Date
Vice-President, Division of Research,
Commercialization and Outreach
6300 Ocean Drive, Unit 58436
Corpus Christi, TX 78412-5843
(361) 825-3881 Office
(361) 825-3920 Fax
luis.cifuentes@tamucc.com

RECOMMENDED

Operating Department Date

APPROVED

Office of Management Date
and Budget

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

ATTEST

City Secretary Date

Project Number _____
Accounting Unit _____
Account _____
Activity _____
Account Category _____
Fund Name _____

EXHIBIT A
SCOPE OF SERVICES

{{Insert Proposal & Scope of Services from A/E}}

EXHIBIT A-1

TASK LIST

(Provides supplemental description to Exhibit "A". Exhibit "A-1" Task List does not supersede Exhibit "A.")

EXHIBIT B

SAMPLE PAYMENT REQUEST FORM

COMPLETE PROJECT NAME
Project No. XXXX
Invoice No. 12345
Invoice Date:

Sample form for:
Payment Request
Revised 07/27/00

	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Basic Services:								
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%

EXHIBIT B-1

CONFIDENTIAL RATE SHEET

Rate sheets are confidential pursuant to **section 552.104 of the Texas Government Code** since release of this information would give advantage to a competitor or bidder. In addition, **section 552.110 of the TX Govt. Code** protects third party commercial and financial information if release of the information would cause the third party substantial competitive harm. Final determination of confidentiality will be made by the Texas Attorney General.

DOCUMENTATION OF PROVISIONAL / OVERHEAD RATES: Overhead rate documentation has been provided to the City of Corpus Christi and was utilized in reviewing and approving the loaded hourly rates below.

PRINCIPALS: The TAMU-CC must provide documentation with each payment request that clearly indicates how a Principal's time is allocated and the justification for that allocation.

PRINCIPAL(S):	HOURLY RATE (\$/hr)	TX REGISTRATION #:
Project Consultant:		
CAD Technician:		
Clerical:		
Other – specify:		
SUBCONSULTANT(S):		
(firm)		
Principal(s):		
Project Consultant:		
CAD Technician:		
Clerical		
Other – specify:		

Add additional subconsultants as needed.

EXHIBIT C

Insurance Requirements

Geotechnical and Construction Materials Testing Contracts

1.1 Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.

1.2 Consultant must furnish to the Director of Engineering Services with the signed agreement a 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 and Auto Liability policies, 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
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim If claims made policy, retro date must be prior to inception of agreement, have

	extended reporting period provisions and identify any limitations regarding who is insured.
--	---

1.3 In the event of accidents of any kind related to this agreement, Consultant must furnish the City with copies of all reports of any accidents within 10 days of the accident.

1.4 Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant'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. **Consultant is required to provide City with renewal Certificates.**

1.5 Consultant 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. Consultant 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: Engineering Services
P.O. Box 9277
Corpus Christi, TX 78469-9277

1.6 **Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

1.6.1 List the City and its officers, officials, employees 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 professional liability/Errors & Omissions policy;

1.6.2 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;

1.6.3 Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

1.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant'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.

1.8 In addition to any other remedies the City may have upon Consultant'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 Consultant to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

1.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.

1.10 It is agreed that Consultant'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.

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