

Exhibit A - Scope of Work

1.1. General Requirements

The Developer shall develop affordable housing for citizens of Corpus Christi, Texas. For the purpose of this project, affordable housing is defined as meeting the income eligibility requirements per household size as defined by the U.S. Department of Housing and Urban Development. The timeline for completion of the units is two years post plat. The location is 4017 Capitol Drive, Corpus Christi, Texas 78413. This location is currently a decommissioned City Park. Please see Attachment A-1 for a site map.

1.2. City Objectives

The City of Corpus Christi supports diverse populations and does not discriminate in housing based on race, color, religion, sex, national origin, physical or mental handicaps, or family status. The City of Corpus Christi desires to facilitate construction of affordable housing development that will:

1. Provide a mix of units housing units;
2. Provide a general project concept;
3. Be attractive and compatible with the character of the neighborhood and larger community, both aesthetically and functionally;
4. Utilize environmentally-friendly and sustainable principles in project design and construction;
5. Incorporate community input on the proposed development unit mix, affordability and physical design;
6. Possibility organize a Home Owners Association (HOA); and
7. May be a development for multi-family.

1.3. Scope of Work

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

Development Parameters:

A. Project Size

Development may include up to the maximum allowable number of units consistent with the land use policies, objectives, guidelines and the goals of this RFP.

B. Units Size and Tenure

All units are expected to be homeownership units. Unit square footage desired is greater than 1100 square feet.

C. Affordability Requirements

All units shall be affordable to households serving at or below 80% Area Median Income (AMI). Income levels are defined using the income limits published by the U.S. Department of Urban and Housing Development (HUD) for low income households in Nueces County, as published by HUD and located at:

<https://www.huduser.gov/portal/datasets/il/il2018/2018summary.odn>

D. Length of Affordability Term

The long-term affordability period shall be a minimum of 20 years.

E. Green Building and Energy Efficiency Requirements

All new construction projects must comply with Energy Star standards set forth by the Environmental Protection Agency. Developments shall incorporate green building techniques including but not limited to the following areas:

- Energy efficiency and renewable energy
- Sustainable site planning
- Safeguarding water quality and water efficiency
- Conservation of materials and resources
- Indoor environmental quality

F. On-Site Amenities

Developer shall include resident amenities within the development, consistent with City zoning to improve the quality of life of future residents of the proposed housing development and/or the surrounding neighborhood.

1.4. Warranty of Units

Warranty is the Standard Construction warranty.

1.5. Bonds

Payment bond, a performance bond, or both will be required if the Developer plats the property and installs the utilities.

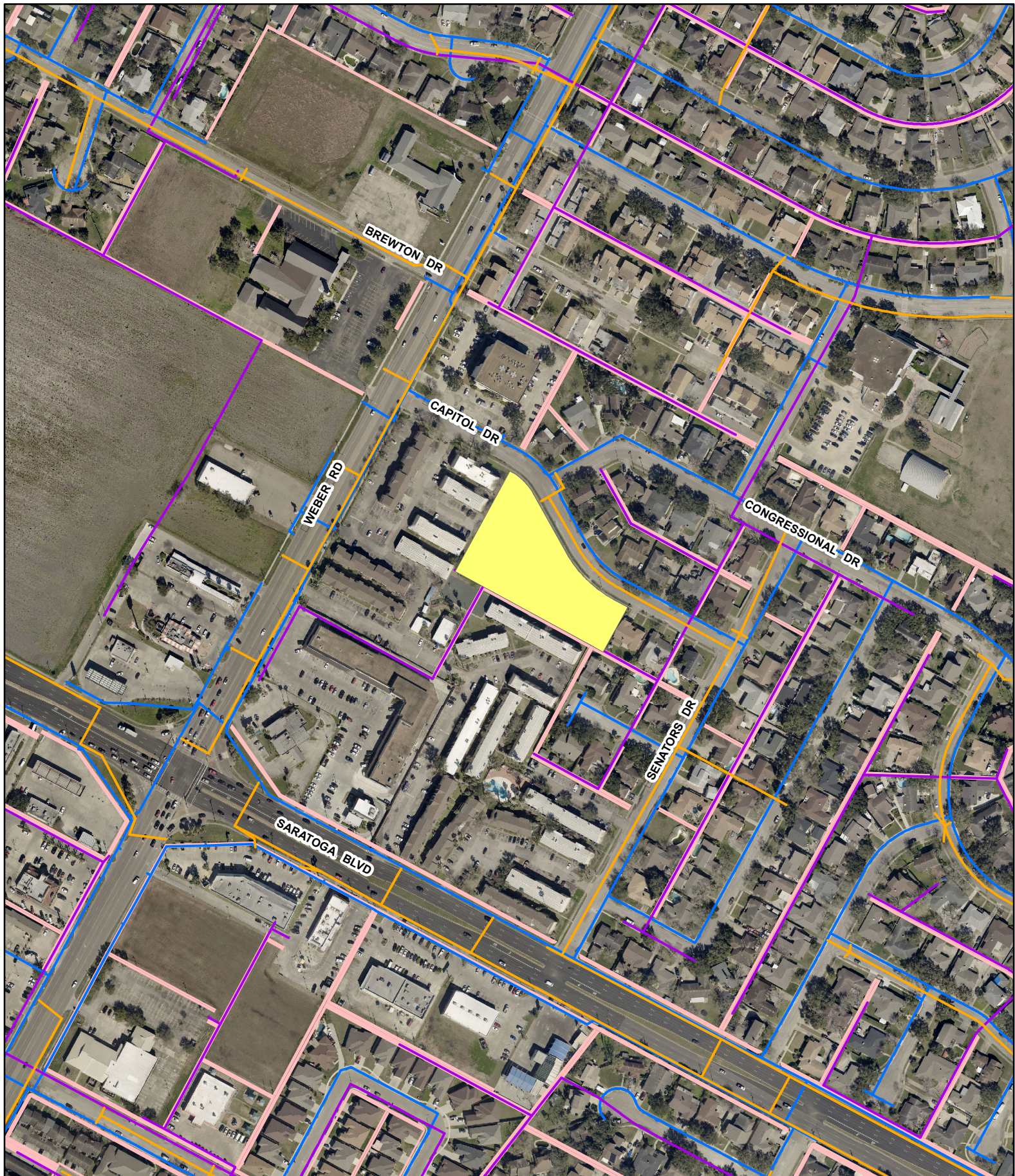
1.6. Inspection and management of Construction

The inspection and management of the construction of the housing will be done Developer, in conjunction with City of Corpus Christi's Development Services.

1.7. Developer Quality Control and Superintendence

The Developer shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Developer will also provide supervision of the work to insure it complies with the contract requirements.

Attachment A-1 Congress Park - 4017 Capitol Drive



- Water
- Wastewater
- Stormwater
- Congress Park
- Utility Easement



Date Created: 08/15/2018
Department of Development Services

0 180 360 720 Feet

EXHIBIT B

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor 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 Agency to commence work until all similar insurance required of any subcontractor Agency 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 and Auto 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
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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000
POLLUTION LIABILITY	\$1,000,000 Per Occurrence
CRIME/EMPLOYEE DISHONESTY Contractor shall name the City of Corpus Christi, Texas as Loss Payee	\$1,000,000 Per Claims Made

- 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 Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- 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 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 contract.

- 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.

2019 Insurance Requirements

Ins. Req. Exhibit **4-Q**

Contracts for General Services – Services Performed Onsite – Pollution - Crime

09/19/2019 Risk Management – Legal Dept.