

## SERVICE AGREEMENT NO. 2983

### 10-Year Master Plan for Parks and Recreation

THIS **10-Year Master Plan for Parks and Recreation Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Halff Associates, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide 10-Year Master Plan for Parks and Recreation in response to Request for Bid/Proposal No. 2983 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide 10-Year Master Plan for Parks and Recreation ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.** This Agreement is for 18 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$273,789.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Roberta Rodriguez  
Department: Parks and Recreation  
Phone: 361-826-3166  
email: RobertaO@cctexas.com

**5. Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

**7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance, which may not be unreasonably withheld. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

**8. Certification.**

(A) The Contractor certifies that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor certifies that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be certified by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor certifies that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

**9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

**10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

**11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Roberta Rodriguez  
Title: Contract and Funds Administrator  
Address: 1201 Leopard St. 3rd Floor, Corpus Chrsti, TX 78401  
Phone: 361-826-3166  
Fax: 361-826-3864

**IF TO CONTRACTOR:**

Halff Associates, Inc  
Attn: James Hemenes  
Title: Director of Landscape Architecture  
Address: 711 N. Carancahua Street, Ste 1190, Corpus Christi, TX 78401  
Phone: 361-400-4600  
Fax: 214-739-0095

**17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS BUT SHALL HAVE NO OBLIGATION TO DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE NEGLIGENT PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, REIMBURSE INDEMNITEES, IN PROPORTION TO FAULT, AS DETERMINED BY A COURT OR FORUM OF COMPETENT JURISDICTION FOR ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL ONLY BE REQUIRED TO INDEMNIFY FOR THE CONTRACTOR'S PROPORTIONATE SHARE OF LIABILITY ATTRIBUTABLE TO CONTRACTOR'S ACTS, OMISSIONS, WILLFUL MISCONDUCT, OR FAULT WHEN SUCH ACTS, OMISSIONS, MISCONDUCT, OR FAULT ARE NOT THE RESULT OF THE CITY'S SOLE NEGLIGENCE. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the

Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

- 19. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
  - A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

**26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**CONTRACTOR**

DocuSigned by:

Signature: James Hemenes  
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Printed Name: James Hemenes

Title: Director of Landscape Architecture / Team Leader

Date: 7/16/2020

**CITY OF CORPUS CHRISTI**

Kim Baker  
Director of Contracts and Procurement

Date: \_\_\_\_\_

Approved as to legal form: \_\_\_\_\_

Assistant City Attorney  
for Miles Risley, City Attorney

**Attached and Incorporated by Reference:**

Attachment A: Scope of Work  
Attachment B: Bid/Pricing Schedule  
Attachment C: Insurance and Bond Requirements  
Attachment D: Certification Requirements

**Incorporated by Reference Only:**

Exhibit 1: RFB/RFP No. 2983  
Exhibit 2: Contractor's Bid/Proposal Response

## **ATTACHMENT A: SCOPE OF WORK**

### **1. General Requirements**

The purpose of this Master Plan process is to assist the City's Parks and Recreation Department in updating the 2012 Department Master Plan. The Department is committed to providing residents with a variety of recreation, cultural, natural resources and events. These programs are hosted at 189 neighborhood, community and regional parks, 6 aquatic facilities, and eight senior centers and 4 recreation centers and approximately 10 miles of public beaches. In addition to open space areas and playgrounds, features include walking courses, dog parks, skate parks, splash pads, and lighted sport areas.

### **2. Scope of Work**

A. The Contractor shall gather information by conducting community input, online surveys, stakeholder meetings and consultation with City representatives. The final product shall address the following:

1. Concentrate on connectivity and expansion of unpaved trails and bike paths.
2. Have all residents within 10-minute walk to parks in an effort to address the parks system's role in public health and to incorporate Center For Disease Control recommendations.
3. High walkability to programs and events is important.
4. Increase adult classes and therapeutic recreation classes.
5. Update and modernize current recreation centers.
6. Continue to maintain existing facilities to a high level – be proactive in preventative maintenance.
7. Stay ahead of the curve with recreation trends, unique programs, and modernized facilities.
8. Plan for changing demographics and growth, additional families, and more seniors.
9. Create a greater “sense of ownership” among more park users.
10. Enhance safety and security features in the parks.
11. Continue to serve high population of dog owners, some with specialized needs for equipment.
12. Plan for the future of South Corpus Christi.
13. Continue to develop access and amenities for all ages and abilities.
14. Be proactive with new technology in parks – Wi-Fi, registration system, online payments.



## B. Planning

1. Contractor shall conduct an orientation meeting with the City of Corpus Christi Parks and Recreation Department (PARD) staff to kickoff the PARD strategic planning process.
2. Consultant shall provide a project schedule indicating timelines and meeting dates associated with each component of the strategic planning process.
3. Contractor shall meet with a member of the Parks and Recreation Advisory Board (PRAC). During this meeting the Contractor shall provide an overview of the strategic planning process and anticipated schedule. This will also provide an initial opportunity for PRAC to provide feedback.
4. Contractor shall provide media outreach and public statements for the project schedule.
5. Contractor shall review all previous and current plans, research and studies that are available from the City of Corpus Christi that relate to the delivery of parks, recreation, cultural and leisure services, including but not limited to: annual reports, brochures, and pertinent city-wide planning studies.
6. Contractor shall utilize existing information to compile demographic and population information to provide adequate forecasting for future needs identified in the Plan. Perform an analysis of the demographic and population characteristics with emphasis on identifying the locations of existing and planned residential service areas. The demographic information should provide population diversity to include: age characteristics, ethnicity, income, projected population, and growth and non-growth patterns. The analysis will provide demographic information by areas/sectors in order to allocate resources as needed.
7. Contractor shall review local, regional and national trends related to Parks and Recreation. Such trends may include but are not limited to:
  - a. Community Revitalization
  - b. Green Infrastructure
  - c. Sustainable Development
  - d. Social
  - e. Tourism
  - f. Economic
  - g. Health
  - h. Demographic
  - i. Technological
  - j. Urban Development
  - k. Parks and Recreation Administrative Trends
  - l. National Recreational Trends

m. Parks, Recreation Facilities and Programming Trends

8. Contractor shall perform a comprehensive review of the City of Corpus Christi Parks and Recreation policies. Develop recommended changes to existing policies as well as recommend new policies to improve the delivery of PARD programs and services.
9. Contractor shall prepare and present a technical report and presentation to the Parks and Recreation Advisory Committee summarizing this phase which shall include appropriate graphics and visual aids. Technical reports to include recommendations on city-wide planning sub areas.

C. Existing Programs and Facilities Analysis

1. Contractor shall review existing reports to perform an inventory and analysis of all existing City of Corpus Christi Parks and Recreation facilities.
2. Contractor shall identify the un-served current and future growth needs by developing service area maps utilizing industry accepted mapping technology. Maps shall illustrate and identify park facilities and open spaces and include all amenities such as but not limited to: athletic fields, picnic areas, playgrounds, trails, greenways, natural areas and any other special conditions.
  - a. Develop a mapping methodology to evaluate areas of the City on various criteria, such as:
    - i. Adequately served now.
    - ii. Expected to adequately serve the projected population growth for the next ten years.
    - iii. Not adequately being served at the present time and/or lacking specific parks facilities, programming or amenities.
    - iv. Adequately served now, but not expected to adequately serve the projected growth.
    - v. Excess current service capacity.
    - vi. Accessibility/Connectivity.
  - b. Contractor shall evaluate pedestrian and bicycle access to park facilities from adjacent neighborhoods. Evaluation shall include:
    - i. Existing conditions and availability of sidewalks, trails, or other pathways that are available for park facility access.
    - ii. Identification of public transit access to neighborhood parks.
    - iii. Identification of access barriers, such as failed sidewalks, non-connected trails/pathways, safety concerns, fences, natural barriers, inadequate public transit.
    - iv. Evaluation shall include a map of all parks and accessibility/connectivity findings.

- c. Contractor shall utilize staff and public input, surveys, and contractor's observations in order to assess the current recreational program offerings, staffing needs and customer satisfaction.
- d. Contractor shall prepare and present a technical report and presentation to the Parks and Recreation Advisory Committee summarizing this phase which shall include appropriate graphics and visual aids. Technical report shall include design guidelines for park greenways and natural areas.

D. Needs Analysis

1. Contractor shall conduct a meeting and interviews with PARD staff members regarding their perceptions of the needs and concerns for improved services, facilities, programs, parks and open space. In addition, meet with other appropriate City staff such as Public Works, Economic Development, Planning and Zoning staff to identify mutual needs related to the delivery of quality parks and programs.
2. Contractor shall conduct two public stakeholder meetings with representatives of each planning sub area. Anticipated groups to include senior citizens, athletic groups both youth and adult, cultural arts, private and non-profit recreation providers, school officials and other appropriate representation.
3. Contractor shall perform a statistically valid survey such as mail/phone/social media, etc. for each planning sub-area. The survey will be used to identify:
  - a. Current satisfaction levels with programs and facilities
  - b. Participation in current programs
  - c. Parks currently used
  - d. Park amenities desired
  - e. Need for additional indoor and outdoor facilities/programs
  - f. Need for improvements to existing facilities
  - g. Preferred/acceptable method to travel to parks, i.e. walking, driving, public transit, cycling
  - h. Identify the primary PARD functions to be performed.
4. Contractor shall create benchmarking comparisons of five other comparable cities. Information to include park acreage both developed and undeveloped per capita budgets, capital improvement program budgets and types of programs offered. The City shall approve questions prior to the benchmarking survey.

5. Contractor shall perform an analysis of the results of the mapping of parks and facilities and review of the public input process to identify portions of the community and target populations that are underserved. Maps shall be prepared for various facilities such as athletic fields, playgrounds, picnic shelters, aquatic facilities, recreation centers, to identify the distribution throughout the City.
6. Contractor shall prepare and present a technical report and presentation to the Parks and Recreation Advisory Committee summarizing this phase which shall include appropriate graphics and visual aids. The Contractor shall make recommendations to address service deficiencies and develop level of service guidelines for recreation programs and park operations.

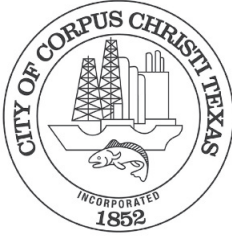
E. Physical Planning and Recommendations

1. Contractor shall identify needed capital improvements for PARD based on collaboration with PARD staff, previous stakeholder findings and financial analysis. The capital improvement recommendations will guide development and improvements of parks and recreation facilities and programs.
2. Contractor shall conduct a priority assessment with PARD staff, to identify immediate Capital Improvement Project (CIP) needs and long-term CIP project needs.
3. Contractor shall prepare a summary report to the Parks and Recreation Advisory Committee summarizing the Capital Improvement Projects recommended. Technical reports shall include phased Capital Improvement implementation plan with specific strategies for parks, greenways, and natural land and existing park facility improvements.

**3. Special Instructions**

Draft and Final Reports

- A. Contractor shall prepare and draft the *10-year Master Plan for Parks and Recreation* for PARD and the Parks and Recreation Advisory Committee review.
- B. Contractor shall make a presentation to PARD Management and the Parks and Recreation Advisory Committee summarizing the final recommendations.
- C. Contractor shall prepare the Final *10-year Master Plan for Parks and Recreation* that includes all components of the planning process.
- D. Contractor shall make presentations of the Final *10-year Master Plan for Parks and Recreation* to the Parks and Recreation Advisory Committee and City Council.

**CITY OF CORPUS CHRISTI****Pricing Form****CONTRACTS AND PROCUREMENT DEPARTMENT****RFP 2983****10-Year Master Plan for Parks and Recreation****PAGE 1 OF 1****DATE:** May 8, 2020Halff Associates, Inc.**PROPOSER**  
**AUTHORIZED SIGNATURE**

- 1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.**
- 2. Provide your best price for each item.**
- 3. In submitting this proposal, Proposer certifies that:**
  - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
  - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1.0	<b>10-Year Master Plan for Parks and Recreation</b>  (Include an itemized work format for the project's costs for services with Pricing Form)	1	Lump Sum	\$273,789.00

## ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

### I. CONTRACTOR'S LIABILITY INSURANCE

A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.

B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
ERRORS & OMISSIONS	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

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

### 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 statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.

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

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

**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, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

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 subcontractor's performance of the work covered under this contract.

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.

2019 Insurance Requirements

Ins. Req. Exhibit **3-L**

Professional Services – Errors & Omissions

05/23/2019 Risk Management – Legal Dept.

No bonds are required, therefore, Section 5. (B) is null to this agreement.



**ATTACHMENT D: WARRANTY**

Section 8. (A) and (B) are null to this agreement