



City of
Corpus
Christi

**ENGINEERING
SERVICES**

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TO: Consultants
FROM: Pete Anaya, P. E., Director of Engineering Services
DATE: August 25, 2011
SUBJECT: **ADDENDUM NO. 1**
Request For Qualifications (RFQ) No. 2011-04
Professional Services for Master Implementation and Phasing Plan
(including overall schematic design) for Destination Bayfront, including
Landscape Architectural, Architectural, and Engineering Services

- I. **Replace Exhibit "C" with the attached Exhibit "C" Mandatory Requirements**
- II. **Exhibit "D" Section 5 Item 3: Replace the text with the following "Certification that the Insurance Requirements outlined in Exhibit "C" will be met."**

Please acknowledge receipt of the addendum in accordance with Exhibit "D" Response Format, Section No. 5, Item No. 4 Acknowledge that all addenda to the RFP, by number, have been received.

END OF ADDENDUM NO. 1

Pete Anaya, P. E.,
Director of Engineering Services



EXHIBIT "C"

REQUEST FOR QUALIFICATIONS (RFQ) NO. 2011-04

Master Implementation and Phasing Plan (including overall schematic design) for Destination Bayfront, including Landscape Architectural, Architectural, and Engineering Services

MANDATORY REQUIREMENTS

Standards and Codes

The consultant/consultant team (Consultant's) work will be performed in accordance with the most current applicable codes and standards.

Safety Requirements

If Consultant or its subcontractors are observed engaging in any unsafe activities or unsanitary practices which may be detrimental to City facilities or the general public, the individual will be immediately removed from the worksite. Depending on the nature and severity of the offense, the individual may be allowed to return to work after receiving safety training satisfactory to the City.

Use of Subcontractors

The Consultant may use subcontractors to complete work under this contract. No subcontractor may provide services unless the City consents. Consent will not be withheld unreasonably.

The Consultant will be responsible for completing all contract work even if a subcontractor has assumed responsibility to complete certain work. Also, the Consultant will be responsible for the acts and omissions of any subcontractors.

Furthermore, the Consultant agrees that any subcontractor for this project will include the same mandatory insurance requirements in favor of the City as are specified in the City's contract with the Consultant. This is particularly emphasized for workers' compensation insurance coverage. Subcontractor certificates of insurance and endorsements will be collected by the Consultant and available for City review upon request.

Insurance Requirements

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

- B. Consultant must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance, showing the following minimum coverages by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for all liability policies (except Workers Compensation/EL and Professional Liability), and a blanket waiver of subrogation is required on all applicable policies (except Professional Liability).

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Written Notice of Cancellation, non-renewal or reduction in coverage or limits required on all certificates	Bodily Injury & Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors	\$1,000,000 COMBINED SINGLE LIMIT Per Occurrence and in the aggregate
AUTOMOBILE LIABILITY to include: 1. Owned vehicles 2. Hired – Non-owned vehicles	\$1,000,000 COMBINED SINGLE LIMIT
UMBRELLA – EXCESS LIABILITY Must follow form	\$1,000,000 COMBINED SINGLE LIMIT
PROFESSIONAL LIABILITY including: Coverage provided shall cover all employees, officers, directors and agents 1. Errors and Omissions	\$2,000,000 per claim / \$2,000,000 aggregate (Defense costs not included in face value of the policy) 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 an Insured
WORKERS' COMPENSATION	Applicable to paid employees while on City property Which Complies with the Texas Workers Compensation Act
EMPLOYERS' LIABILITY	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind, Consultant must furnish the Risk Manager with copies of all reports within (10) ten days of accident.
- D. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The

coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.

- E. Consultant's financial integrity is of interest to the City; therefore, subject to Successful Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, 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 (except for Professional Liability), 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.
- F. City shall be entitled, upon request and without expense, to receive Certificates of Insurance and all endorsements thereto as they apply to the limits required by the City. 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
Fax: (361) 826-4555

- G. 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:
- i. 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, with the exception of the workers' compensation and professional liability policies;
 - ii. 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;
 - iii. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - iv. Provide thirty (30) calendar days advance written notice directly to City on CGL and Auto policies of any suspension, cancellation, non-renewal or reduction in coverage or limits in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium. Consultant shall provide this notice to City on Workers Compensation and Professional Liability policies.
- H. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Successful 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.

- I. 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 stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- J. Nothing herein contained shall be construed as limiting in any way the extent to which Successful Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this agreement.
- K. 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 contract.
- L. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.