



SERVICE AGREEMENT NO. 3227

Promotional Testing for the City of Corpus Christi's Police Department

THIS **Promotional Testing for the City of the Corpus Christi's Police Department Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Industrial/Organizational Solutions, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Promotional Testing for the City of Corpus Christi's Police Department in response to Request for Bid/Proposal No. 3227 ("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 Promotional Testing for the City of Corpus Christi's Police Department ("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 three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department, or the performance date listed in the notice to proceed, whichever is later. The parties may mutually extend the term of this Agreement for up to zero additional zero-year 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 \$379,210.00, 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:

Eyvon McHaney
Human Resources
Phone: (361) 826-3979
Email: eyvonmc@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. 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. **Warranty.**

(A) The Contractor warrants 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 warrants 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 warranted 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 warrants 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 30th 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.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
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: Eyvon McHaney
Director of Human Resources
1201 Leopard St., Corpus Christi, Texas 78401
Phone: (361) 826-3979
Fax: (361) 826-3322

IF TO CONTRACTOR:

Industrial/Organizational Solutions, Inc.
Attn: Chad C. Legel, M.s.
President & CEO
1520 Kensington Road, Suite 110, Oak Brook, Illinois 60523
Phone: (888) 784-1290
Fax: (708) 410-1558

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND 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 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, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY 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. 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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Josh Chronley
Interim Assistant Director, Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Attachment C: Insurance and Bond Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3227

Exhibit 2: Contractor's Bid/Proposal Response

SCOPE OF WORK

1. General Requirements

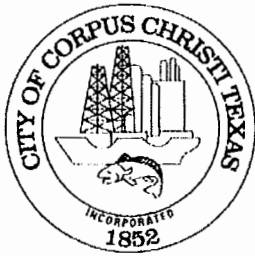
The Contractor shall perform tasks, under the direction of Human Resources, associated with the development, statistical analysis, and assessment center process for promotional examinations of law enforcement officers. The Contractor will also comply with Texas Government Code 143, City of Corpus Christi Civil Service rules and regulations, and Collective Bargaining Agreements (see exhibit A), concerning Written Examinations and Asset Centers.

2. Scope of Work

1. The Contractor will professionally develop and supply under the direction of Human Resources Department a multiple choice 100 question written examination that will be administered by the Human Resources Department using sources that are provided and approved by the Civil Service Commission.
2. Contractor shall deliver the examination questions in a sealed and secured manner confidentially to the Human Resources Department. The examination will be developed in a way that can be graded immediately following the exam. Ranks include Police Captain and Police Lieutenant and a proficiency exam for Senior Officers.
3. Contractor will provide to the Human Resources Director or designee as the Head of the Civil Service Commission a written response to any appealed test question for Police Lieutenant and Police Captain. The response will be used on the City's behalf in the Civil Service Commission meeting. The Commission will determine whether a test question will be deleted, changed, or has more than one answer. The decision rendered by the Commission is final and changes to grading will be made by the Human Resources Department.
4. Contractor will professionally develop and administer under the direction of the Human Resources Department an assessment center for the ranks of Police Captain and Police Lieutenant using a minimum of three exercise which adequately assesses measurable dimensions of the job analysis. The assessment will count as 60 percent of the total score and will be graded in a way that will go out at least two decimal point to eliminate any possible ties.
5. Contractor will utilize audio/video equipment to conduct assessment center exercises.
6. Contractor will develop the job analysis using equivalent and/or higher ranks within the Corpus Christi Police Department as subject matter experts.

Coordination and selection of the SME's will be the responsibility of the Human Resources Department.

7. Contractor will provide assessors training in the administration and grading process for a minimum eight hours prior to conducting the assessment center.
8. Contractor will provide a classroom style orientation to candidates on general information of the assessment center process.
9. Contractor will comply with providing within 24 hours of the conclusion of the entire Assessment Center process, excluding weekends and City-observed holidays, the grading for the assessment center so that Human Resources can prepare a promotional eligibility list. Only the top 10 Captain candidates and top 15 Lieutenant candidates of the written examination will proceed to the assessment center process.
10. Contractor will supply materials used for assessment centers and provide expert testimony in court should the validity of an exam be legally challenged.
11. Contractor shall supply a detailed COVID-19 response to providing assessment centers while maintaining compliance with current Collective Bargaining Agreements.
12. Contractor will provide assessment center feedback to candidates. The purpose of this session will be to provide each candidate with his/her score, the areas in which he/she excelled and did poorly, and what he/she might do to improve his/her performance in the future. The results of the Assessment Center examination shall be binding for one year and, absent fraud, are not appealable to the Civil Service Commission or any other forum.
13. Contractor will use assessors selected by the Corpus Christi Police Association and approved by the Chief of Police.
14. Contractor will be the proprietary owner of all video and audio tapes utilized in the assessment center.
15. The price must include travel. Separate reimbursement will not be allowed for travel.
16. Contractor will abide by Tx Gov. Code 143, The City of Corpus Christi Civil Service Rules and Regulations, and current Collective Bargaining Agreements in the development and or administration of written examinations and assessment centers.



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT

Pricing Form

RFP No. 3227

**Promotional Testing for the City of
Corpus Christi's Police Department**

PAGE 1 OF 1

DATE: 10.26.2020

Industrial/Organizational Solutions, Inc.
PROPOSER

Chad C. [Signature]
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.

*Please refer to the tables on the following pages for the price breakdown.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Test Development	25	EA	\$ 6,775	\$ 169,375
2	Assessment Development Center (Job Analysis, Candidate Feedback)	9	EA	\$ 23,315	\$ 209,835
	Grand Total				\$ 379,210

We have provided supplemental pricing spreadsheets that itemize costs. While we completed this form as instructed, we would only plan to conduct the job analysis one time for each rank. This will save the City a significant sum of money (as this cost forms counts the job analysis 9 times as opposed to two for the ranks with an assessment center). Also, there is a cost of \$6,285 for the Senior Officer job analysis that isn't accounted for by this form.

Proposal to Provide Promotional Testing for the Police Department

RFP No. 3227

Presented to: The City of
Corpus Christi, Texas



**PRICE
PROPOSAL**



The following tables outline the costs associated with the project plan described in this proposal.

Corpus Christi, TX Police Promotional Processes

Police Lieutenant (Estimated 30 candidates)

Project Step	Consultant Hrs.	Consulting Assoc. Hrs.	Tech. Wrtr. Hrs	Admin. Hrs.	Cost
Job Analysis	16	24	0	2	\$4,830
Incumbent interviews/observations.	8	8			
Job analysis questionnaire development and admin.	4	8		2	
Analysis and technical reporting.	4	8			
Written Job Knowledge Examination	11	10	57	0	\$6,775
Work with SMEs to develop an examination plan that is linked to the job analysis, and select appropriate knowledge sources.	2				
Draft 125 multiple choice questions based on exam plan.	1	3	45		
Review questions with SMEs to assess job-relatedness and difficulty. Identify final 100 questions and establish appropriate cut-off score.	4				
Score exam (final, official results).	2	3			
Assist in designing/coordinating appeals process and respond to candidate appeals.	2	4	12		
Assessment Center Development	61	22	0	4	\$13,075
Design three assessment center exercises based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.	36				
Review exercises with SMEs to refine exercise details and ensure accuracy of criteria.	4				
Develop efficient assessment schedule and coordinate needs for assessment site.	2				
Administer the assessment center (includes assessor training and video-recording of exercises) (top 15 candidates: 3 days, 2 staff)	16	16			
Compile assessment scores and conduct quality controls.	2	2			
Develop candidate feedback reports.	1	4		4	
Candidate Orientation Presentation	6	0	0	0	\$1,110
Prepare and deliver a candidate preparation/orientation presentation.	6				
Project Expenses					\$4,300
Consultant travel-related costs		\$4,050			
Administrative costs (shipping, freight, printing)		\$250			
TOTAL PROJECT INVESTMENT					\$30,090

Project Notes

Client will be responsible for providing a suitable site at which to conduct the exam and assessment center and for all costs associated with assessors and role-players.

Client will be responsible for overseeing the administration of the written examination.

Police Captain (Estimated 30 candidates)

Project Step	Consultant Hrs.	Consulting Assoc. Hrs.	Tech. Wrtr. Hrs	Admin. Hrs.	Cost
Job Analysis	16	24	0	2	\$4,830
Incumbent interviews/observations.	8	8			
Job analysis questionnaire development and admin.	4	8		2	
Analysis and technical reporting.	4	8			
Written Job Knowledge Examination	11	10	57	0	\$6,775
Work with SMEs to develop an examination plan that is linked to the job analysis, and select appropriate knowledge sources.	2				
Draft 125 multiple choice questions based on exam plan.	1	3	45		
Review questions with SMEs to assess job-relatedness and difficulty. Identify final 100 questions and establish appropriate cut-off score.	4				
Score exam (final, official results).	2	3			
Assist in designing/coordinating appeals process and respond to candidate appeals.	2	4	12		
Assessment Center Development	61	22	0	4	\$13,075
Design three assessment center exercises based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.	36				
Review exercises with SMEs to refine exercise details and ensure accuracy of criteria.	4				
Develop efficient assessment schedule and coordinate needs for assessment site.	2				
Administer the assessment center (includes assessor training and video-recording of exercises) (top 10 candidates: 2 days, 2 staff)	16	16			
Compile assessment scores and conduct quality controls.	2	2			
Develop candidate feedback reports.	1	4		4	
Candidate Orientation Presentation	6	0	0	0	\$1,110
Prepare and deliver a candidate preparation/orientation presentation.	6				
Project Expenses					\$4,300
Consultant travel-related costs		\$4,050			
Administrative costs (shipping, freight, printing)		\$250			
TOTAL PROJECT INVESTMENT					\$30,090

Project Notes

Client will be responsible for providing a suitable site at which to conduct the exam and assessment center and for all costs associated with assessors and role-players.

Client will be responsible for overseeing the administration of the written examination.

Senior Officer (Estimated 30 candidates)

Project Step	Consultant Hrs.	Consulting Assoc. Hrs.	Tech. Wrtr. Hrs	Admin. Hrs.	Cost
Job Analysis	16	24	0	2	\$4,830
Incumbent interviews/observations.	8	8			
Job analysis questionnaire development and admin.	4	8		2	
Analysis and technical reporting.	4	8			
Written Job Knowledge Examination	11	10	57	0	\$6,775
Work with SMEs to develop an examination plan that is linked to the job analysis, and select appropriate knowledge sources.	2				
Draft 125 multiple choice questions based on exam plan.	1	3	45		
Review questions with SMEs to assess job-relatedness and difficulty. Identify final 100 questions and establish appropriate cut-off score.	4				
Score exam (final, official results).	2	3			
Assist in designing/coordinating appeals process and respond to candidate appeals.	2	4	12		
Project Expenses					\$1,455
Consultant travel-related costs		\$1,205			
Administrative costs (shipping, freight, printing)		\$250			
TOTAL PROJECT INVESTMENT					\$13,060

Project Notes

Client will be responsible for providing a suitable site at which to conduct the exam.

Client will be responsible for overseeing the administration of the written examination.

Schedule of Hourly Rates - IOS 2020

Category	Rate
Consultant/Industrial Psychologist	\$185/hour
Consulting Associate	\$75/hour
Technical Writer	\$70/hour
Administrative Assistant	\$35/hour

Details Regarding Proposed Pricing:

The cost information provided is based on the facts and figures that were provided in the request for proposals. Should the scope of services need to be changed/modified, or the candidate numbers increase, IOS will calculate any additional project costs, based on our published hourly rates, and submit a change order to the agency prior to engaging in additional work.

The proposed costs are fixed-firm and, unless the scope of work is modified, will be invoiced in total. IOS proposes the following invoice schedule: 1/3 upon contract execution, 1/3 upon development of the written examination, and 1/3 upon completion of the project.

IOS will provide counsel, deposition and expert testimony services for the purpose of defending the development, validation and administration of selection processes in which we participate. Following are the fees associated with these services:

Service	Fee
Expert counsel, deposition or expert testimony provided by a Ph.D. level Industrial/Organizational Psychologist.	\$250/hour
Administrative services related to litigation support.	\$25/hour

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
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage 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.

BONDS

No bonds are required; therefore, Service Agreement Section 5(B) is hereby void.

ATTACHMENT D: WARRANTY REQUIREMENTS

No product warranty is required; therefore, Service Agreement Section 8(A) and (B) are hereby void.