



SERVICE AGREEMENT NO. 6786

Temporary Staffing - Engineering Services Department

THIS **Temporary Staffing for Engineering Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and AGCM, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide temporary staffing in response to Request for Bid/Proposal No. 6786 ("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 shall provide temporary staffing ("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.**
 - (A) The term of this Agreement is three years beginning on the date executed by the City. The parties may mutually agree to renew the term of this Agreement for up to zero additional zero-month periods (each an "Option Term"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Term.
 - (B) At the end of the term of this Agreement or the final Option Term, the Agreement may, at the request of the City and prior to expiration of the term or final Option Term, continue on a month-to-month basis for up to six individual months with compensation at the appropriate pro rata amount, based on the amount listed in Attachment B, for a month-to-month term. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the term or final Option Term. During any month-to-month term, either party may terminate the Agreement upon 30 days' advance written notice to the other party.
3. **Compensation and Payment.** This Agreement is for an amount up to \$3,000,000.00, subject to approved amendments and changes. Payment will be made for Services performed and accepted by the City within 30 days of the invoice date, subject to receipt of an acceptable invoice. All pricing must be in

accordance with the attached Quote/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.

Invoices must 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, TX 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:

Melinda Cantu-Martin Engineering
Services 361-826-3834
MelindaCM@corpuschristitx.gov

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 stated on 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 their entireties.

- 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 employee 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, 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 Quote/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 Term. Substitutions and deviations from the City's Service and/or product requirements or applicable 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 the City's 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 a budget item will be adopted, as that determination is within the City Council's sole discretion when adopting each fiscal budget.

11. **Independent Contractor.** Contractor shall perform the Services and 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 and executed by an authorized representative of each party.
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.** Reserved.
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: Melinda Cantu-Martin, Project Control Manager
Engineering Services
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3026
Fax: N/A

IF TO CONTRACTOR:

AGCM, Inc.
Attn: Chris Majors, Chief Operations Officer
1101 Ocean Dr., Corpus Christi, TX 78404
Phone: 361-658-2110
Fax: N/A

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 THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, 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 may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City 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 may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days' advance written notice to the Contractor.

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 goods purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such goods and prior to receipt of the final payment by the City.

20. Limitation of Liability. Each party's maximum pecuniary liability under this Agreement is limited to the total amount of compensation shown listed in Section 3 of this Agreement. In no event shall either party 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 law.
- 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 forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 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.

(Signature Page Follows)

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Sergio Villasana Date
Director, Finance & Procurement

Reviewed by:

Contracts Manager Date

Authorized By
Council _____

ATTEST:

Rebecca Huerta
City Secretary

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 6786
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A: SCOPE OF WORK

BACKGROUND & SUMMARY

The City of Corpus Christi's Engineering Department oversees the planning, design, and construction of capital improvement projects, ensuring they meet City standards and comply with local, state, and federal requirements. The Engineering Department is looking for Project Management Support/Construction Management/Inspection Support/Staff Augmentation/Administrative Staff Services for various City projects as tasked. The intent of this proposal is to create the basis for a task-order-driven contract. The firm shall provide task order proposals for individual employees, as requested by the Engineering Department. No work will proceed for any scope until task order proposals are reviewed, accepted, and task orders are issued by the City.

GENERAL REQUIREMENTS

- A. The City shall place requests for leased workers only as such needs arise subsequent to the execution of a contract. Use of Contractor's leased worker services shall not be retroactive to any date prior to the execution of a contract.
- B. The City intends to secure leased workers for the positions enumerated herein from the Contractor to whom a contract is awarded; however, the City shall not be bound to do so, nor shall the City be bound to secure from the Contractor to whom a contract is awarded for positions not enumerated herein.
- C. The City will request direct placement recruiting on an as-needed basis. A specific job description and turnaround time will be discussed when the City submits the request.
- D. The City reserves the right to add or delete position titles to and from any contract. The same markup will apply to these positions as outlined in the pricing schedule. Such additions or deletions shall be made solely by means of a fully executed, written amendment.
- E. The City reserves the right to interview any prospective leased workers prior to and as a condition of their assignment with the City.
- F. The City retains sole authority to: accept or reject assignment of any prospective leased worker and terminate the services of any leased worker, with or without cause, at any time during placement.

SCOPE OF WORK

- A. The Contractor shall provide the City, on request by the City, with qualified temporary staffing services. The Contractor shall provide qualified and competent temporary personnel on a timely basis.
- B. The City will submit the requests for the positions with job description and salary/rate to the Contractor. Resumes will be required, and a selection will be

made. The company that submits the most qualified candidate will then be notified to start the assignment process.

- C. The Contractor shall ensure that all leased workers selected for assignment with the City meet the minimum requirements for the position as mandated by the City. Resumes shall be provided to the Human Resources Department named herein or to the using department upon request.
- D. The Contractor shall supply the using department with leased workers in a timeframe that meets the needs of the using department. During the selection process, the awarded Contractor shall be given the opportunity to fill the requested positions.
- E. The Contractor shall be well-versed in attracting local talent and have experience sourcing and placing candidates in and/or within 60 miles of Corpus Christi.
- F. The Contractor shall meet face-to-face to select a candidate when possible.
- G. The Contractor shall have a 48-hour turnaround in submitting qualified candidates upon receipt of a request.
- H. The Contractor shall not place leased workers with the City until acceptable results are obtained on all pre-placement checks required for each position title. The Contractor shall not place leased workers with the City who are related to City employees within the same department or in a position that may cause a conflict of interest. All leased workers must comply with the City's Employment of Relatives policy. The Contractor shall not place previous City employees terminated for cause or poor performance with any department.
- I. The Contractor's customer service personnel (particularly those taking orders) shall be courteous and respectful at all times. Failure to adhere to this requirement shall constitute grounds to utilize another contracted provider.
- J. The Contractor shall pay its leased workers in a manner that does not involve City personnel or disrupt operations of the City. In no case shall the Contractor distribute paychecks at job sites or City facilities. In no case shall City staff be required to distribute the Contractor's checks to leased workers.

PAYMENT AND INVOICING

- A. The Contractor shall submit valid invoices directly to the Accounts Payable department with a copy to the using department. Upon completion of the work ordered, the Contractor shall submit valid invoices for services. Valid invoices shall be submitted monthly for recurring services performed during the preceding week or month, respectively. Each invoice shall list the number of regular and overtime hours worked by each leased worker, the amount charged for regular and overtime hours for each leased worker, and the lump sum due. Please note

that overtime must be approved by the City in writing prior to the employee working overtime.

- B. Payment will be made for each assigned leased worker at the actual hourly rate approved by the City for the position multiplied by the approved markup for overhead, as shown in the pricing form.
- C. The Contractor shall not bill and the City shall not pay any late or administrative fees, penalties, charges, or interest in conflict with law.
- D. The Contractor shall not charge any fees to the leased worker for using the Contractor's services.

BACKGROUND AND CREDIT INVESTIGATION

- A. The Contractor shall perform background checks on all candidates, and a credit investigation may be required on candidates with positions that require handling money, which will be reviewed on a case-by-case basis.
- B. At the Contractor's expense, the Contractor shall conduct background and credit investigations and furnish the results to the Contract Administrator, who will determine each prospective leased worker's eligibility for placement with the City.
- C. The Contractor will submit the criminal background report to the contract administrator for review and approval or denial prior to placing any and all leased workers with the City.
- D. The Contractor shall conduct, on a national basis, all credit investigations and shall reflect "Actual" credit history as requested by the City. For those prospective leased workers who have resided solely in the State of Texas for the ten years immediately preceding their placement with the City, the Contractor needs only to conduct a State of Texas background check, which shall consist of a search for criminal convictions at the state level and in those counties in which said prospective leased worker has resided. For those prospective leased workers who have resided outside the State of Texas at any time and for any duration of time during the ten years immediately preceding placement with the City, the Contractor shall conduct a national background check which shall consist of a search of the following for criminal convictions: federal records and records of the states and counties/parishes in which said prospective leased worker has resided in the ten years immediately preceding placement with the City. All background checks shall search for criminal convictions and Also-Known-As (AKA).

SPECIAL INSTRUCTIONS

- A. All leased workers must pass a ten-panel drug test at the contractor's expense prior to being placed with the City.
- B. All leased workers placed with the City by the Contractor are, and shall remain throughout the duration of any placement with the City, employees of the Contractor.
- C. Unless specified otherwise herein, any and all licenses, certifications, trainings, etc. that are a prerequisite to initial placement or requisite to continued placement with the City shall be the sole responsibility (including payment therefore) of the leased worker.
- D. Some positions may require a leased worker to possess keys to City establishments. Leased workers shall return all keys when their assignment is complete. If all keys to a given City establishment are not returned, the City will absorb the cost of replacing keys and/or locks for the first occurrence during the term of the contract. On the second occurrence and every time thereafter, the Contractor will absorb the cost of replacing all locks and/or keys. This charge will be deducted from the next invoice due for payment.
- E. All leased workers shall make provisions for transportation to and from job sites. City staff shall not be responsible for transporting leased workers to and from job sites. Leased workers are required to be at work on time. One such violation constitutes grounds for replacing the leased worker.
- F. When the city no longer requires a leased worker, the Department shall notify the Contractor and Human Resources by email, including the "End Date and Time of Assignment." The City shall not be responsible for, nor shall it pay for, any charges after the "End Date and Time of Assignment."
- G. The Contractor must educate all temporary/leased staff workers that NO DRIVING of City vehicles or equipment is permitted under any circumstance or condition, and if a temporary/leased staff worker violates this requirement, the Contractor is liable and financially responsible irrespective of fault. Temp/leased staff workers provided under this Agreement that are identified by Contractor as either Project Management or Construction Management must drive their personally owned, rented, or leased vehicles as a requirement of the Contractor and that Contractor must ensure the auto liability coverage specified in Attachment C is maintained in effect at all times during the term of this Agreement. Temp/leased staff workers provided under this Agreement that are identified by Contractor as Administrative Staff shall not drive any vehicle to perform the services being provided by Contractor to the City under this Agreement."

Potential temp/leased staff positions include only the three identified below in the table. Any additional need by the City for temp/leased staff workers to fill or serve in other, non-professional positions must be added to this Agreement by written amendment executed by the Contractor and City.

POSITION TITLE	QUALIFICATIONS/ EXPERIENCE	DESCRIPTION
Project Management	Bachelor's Degree (BA/BS) 5-10+years of experience,	Manage projects as assigned from design through construction. This may require managing multiple team members.
Construction Management	Bachelor's Degree (BA/BS) 5-10+years of experience,	Manage projects as assigned during the construction phase. This may require managing multiple team members
Administrative Staff	HS/GED, 3 years of experience	to provide various office and clerical tasks for a limited time, during peak workloads, or to assist with specific projects.

HOURLY RATES

The below is a sample representation of how we may structure rates. Rates for additional positions may be available upon request. For SAMPLE only.

PROPOSED POSITIONS	RATE
Project Manager	\$150.65
Construction Manager	\$139.50
Administrative	\$122.50
ADDITIONAL POSITIONS	
Senior Estimator	\$150.00
Estimator	\$137.00
Program Manager	\$168.00
Senior Project Manager	\$157.00
Senior Inspections Lead	\$146.26
Quality Assurance Inspector	\$131.13

**At AG\CM, our hourly rates are ALL INCLUSIVE of fuel, transportation, overhead, phone, software, etc. These rates are for discussion purposes only. Actual rates are determined as final project scope of services is determined. Rates change due to a variety of factors including but not limited to: project size, number of projects, duration of assignment, distance of assignment, number of staff needed, mobilization time, needed scope.*



“I am appreciative of their management style and how they collaborate with County staff, the design team, and the contractor to create an environment that is conducive to open communication and cooperation. This creates a strong project team that can plan and execute, but can also effectively problem solve when issues arise. They represent the County’s interests well, and keep us informed every step of the way.”

L.M. MATT SEBESTA, JR. P.E.
COUNTY JUDGE
BRAZORIA COUNTY

ATTACHMENT C: INSURANCE AND BOND 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 Administrator 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
Commercial General Liability Including: <ol style="list-style-type: none"> 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) <ol style="list-style-type: none"> 1. Owned 2. Hired and Non-Owned 3. Rented/Leased *Please See Note Below	\$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

- 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 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 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 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.

No Bonds are required for this Service Agreement.

2026 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

Temp Staffing for Engineering Services Dept.

04/29/2026 Risk Management – Legal Dept.

Note:

The Contractor must educate all temporary/leased staff workers that NO DRIVING of City vehicles or equipment is permitted under any circumstance or condition, and if a temporary/leased staff worker violates this requirement, the Contractor is liable and financially responsible irrespective of fault. Temp/leased staff workers provided under this Agreement that are identified by Contractor as either Project Management or Construction Management must drive their personally owned, rented, or leased vehicles as a requirement of the Contractor and that Contractor must ensure the auto liability coverage specified in Attachment C is maintained in effect at all times during the term of this Agreement. Temp/leased staff workers provided under this Agreement that are identified by Contractor as Administrative Staff shall not drive any vehicle to perform the services being provided by Contractor to the City under this Agreement.

ATTACHMENT D: WARRANTY REQUIREMENTS

No warranty is required for this Service Agreement.