

SERVICE AGREEMENT NO. 1148

School Crossing Guard Services

THIS **School Crossing Guard Services** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and All City Management Services, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide School Crossing Guard Services, Inc. in response to Request for Bid/Proposal No. 1148 ("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 School Crossing Guard Service ("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 13 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to zero additional number-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$360,864.00, 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. 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.

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: Pat Eldgridge
Department: Police Department
Phone: 361-886-2696
Email: pat@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 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.** Any Services 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.** 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. 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.
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.** 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 if the subcontractors were not named at the time of bid or proposal, 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.

13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
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 related 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: Pat Eldridge

Title: Police Management Services

Address: Municipal Court, 120 N. Chaparral St., Corpus Christi, TX 78401

Fax: 361- 886-2607

IF TO CONTRACTOR:

All City Management Services, Inc.

Attn: Harlan Sims

Title: Director of Marketing

Address: 10440 Pioneer Blvd, Suite 5, Santa Fe Springs, CA 90670

Fax: 310-363-2267

17. Indemnification. CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY CONTRACTOR AND WHICH ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE NEGLIGENT ACT, OMISSION, MISCONDUCT OR FAULT OF CONTRACTOR. 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 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 perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term 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

(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. **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.
20. **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.
21. **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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. the Contractor's bid response (Exhibit 2)
22. **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.
23. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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.
24. **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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 1148
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1. General Requirements/Background Information

The Contractor shall provide School Crossing Guard services as outlined in this Scope of Work. The Contractor is to provide adult supervision and assistance to students crossing streets near schools. Through the use of hand signals, a whistle, and hand-held stop signs, these adult guards will escort students within marked crosswalks in compliance with existing traffic controls such as traffic signals and posted stop signs. The adult guard may interrupt vehicular traffic at uncontrolled (non-signalized) crosswalks as necessary to allow students to cross safely. Guards are not law enforcement officers and are not charged with the responsibility of directing vehicular traffic contrary to existing traffic controls such as posted stop signs and signals.

2. Scope of work

A. The Contractor shall provide the services of a competent adult crossing guard at each specified crossing guard location on all such dates and at the times specified herein to provide increased protection and safety for school children crossing the street.

B. The Contractor shall:

1. Provide crossing guard services at each location as identified by the City of Corpus Christi in Exhibit A. The City shall have the right to add, delete, or change crossing guard locations, days or hours at any time upon giving notice to Contractor.
2. Ensure that all crossing guards receive proper training prior to deployment. The Contractor must comply with the laws and codes of the State of Texas and the City of Corpus Christi pertaining to general pedestrian safety in school crossing areas.
3. Ensure that adequate employees are available for the backup of any crossing guard shall be fully trained and familiar with the laws and codes of the State of Texas and the City of Corpus Christi.
4. Guarantee crossing coverage in the event that any person fails to report for work at the assigned time and location.
5. Provide experienced field supervisors overseeing the operations at all times the Crossing Guard are on duty. It will be the responsibility of the field supervisors to ensure that all required crossing locations shown in Exhibit A are properly staffed at all times.

6. Supply all equipment necessary and/or required by the laws and codes of the State of Texas and the City of Corpus Christi for the school crossing guards to perform duties, to include, but limited to, the following equipment for each guard: uniforms by which they are readily visible and easily recognized as Crossing Guards, signs, traffic vests, whistles, raincoats, and other safety equipment that may be necessary.

3. Work Site and Conditions

- A. The work shall be performed at 30 elementary schools throughout the city. (See Exhibit A)
- B. It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The Contract Administrator will inform the Contractor of the specific dates when they are made available from the School District.
- C. Approximate School Year scheduling is as follows:
 1. Regular School Year: The Regular School Year (consisting of 180 school days) typically begins in mid-August and is in session through approximately early June, with holidays, breaks and teacher work days that do not require coverage.
 2. Extended School Year (Summer School): The Extended School Year typically begins in July and is in session for approximately 30 days.

4. Special Instructions

- A. It is anticipated that thirty (30) school crossing guards will be required for each school day. This is only an estimate and the Contract Administrator will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time.
- B. The minimum standards for Crossing Guards are as follows:
 1. Be a minimum of 18 years old.
 2. Be able to read, write, and speak English.
 3. Be able to communicate clearly and concisely with motorists and pedestrians.
 4. Not have any felony or misdemeanor convictions involving crimes against children, or convictions involving any violent crimes. Background checks will be conducted by the Contractor.
 5. Not be registered sex offender or narcotics offender. Background checks will

be conducted by the Contractor.

6. Good physical condition, including sight, hearing, and ability to move and maneuver quickly in order to avoid danger from errant vehicles.
7. Ability to control a STOP paddle effectively to provide approaching road users with a clear, fully direct view of the paddle's STOP message during the entire crossing movement and be in compliance with local traffic regulations.
8. Ability to communicate specific instructions clearly, firmly, and courteously.
9. Ability to recognize potentially dangerous traffic situations and warn and manage students in sufficient time to avoid injury.
10. Be mentally alert.
11. Have a neat appearance.
12. Be of good character.
13. Dependable and have an overall sense of responsibility for the safety of students.

C. Drug Testing

1. **As a prerequisite to placement, the Contractor shall conduct Drug Testing as described in Section 4.4.C.2, on every "School Crossing Guard".** To this end, the City has zero-tolerance for drug and alcohol abuse. The City complies with the requirements of the Drug Free Workplace Act of 1988 and all drug testing regulations issued by the U.S. Department of Transportation.
2. The Contractor must use a drug testing laboratory certified by the Federal Substance Abuse & Mental Health Services Administration of the United States Department of Health and Human Services and must follow United States Department of Transportation Procedures identified in 49 Code of Federal Regulation, Part 40. Moreover, chain-of-custody procedures will be followed to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. Each specimen submitted for testing will be assayed for the presence of the following compounds:

	EMIT SCREEN DETECTION LEVEL	GC/MS CONFIRMATION DETECTION LEVEL
DRUG GROUP	ng/ml*	ng/ml*
Amphetamines	500	250
Barbiturates	300-1000**	200
Benzodiazepines	300	200
Cocaine Metabolites	150	100
Marijuana Metabolites	50	15
Methadone	300	200
Methaqualone	300	200
Opiate Metabolites	300	300
Phencyclidine	25	25
Propoxyphene	300	200

* nonograms/milliliter

** The limit of detection varies according to the specific drug and/or metabolite(s) present.

- At the Contractor's expense, Contractor shall conduct drug testing prior to assignment and placement of School Crossing Guards and will conduct random drug tests, in compliance with the Drug Free Workplace Act of 1988 and all drug testing regulations issued by the U.S. Department of Transportation. The Contractor shall review all drug tests. Any employee of the Contractor failing a drug test shall not be assigned to duty. The Contractor will provide the written results of any drug test within twenty-four (24) hours of City's request for same.

D. Background Checks

- At the Contractor's expense, Contractor shall conduct a criminal background/history check on all school crossing guards to include sexual predator and sexual offender. Guards with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender shall not be assigned as a crossing guard within the City of Corpus Christi without the express written consent of the Chief of Police. The Contractor shall provide the City with the results of the background/history upon request.
- The Contractor shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately. The Contractor, upon receipt of such information, shall immediately notify the Contract Administrator.

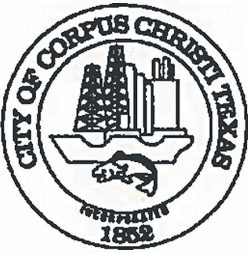
3. The Contractor shall conduct annual criminal background history rechecks as stated in paragraph (1) above, at no cost to the City for persons assigned to this Contract each summer prior to commencement of the new school year in August.

Exhibit A

Crossing Guards Locations

Item	School	Guard Location	Days of the Weeks	Hours of the Day
1	Crockett Elementary	Belton and Greenwood	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday - Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
2	Dawson Elementary	Wapentate and Grand Junction	Monday	7am – 9am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
3	Fannin Elementary	Gollihar and Meadowbrook	Monday	7am – 9am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
4	Flour Bluff ECC	Waldron and Purdue	Monday	6:30 am – 8:30 am; 2:15 pm – 4:15 pm
			Tuesday – Friday	6:30 am – 8:15 am; 2:15 pm – 4:15 pm
5	Flour Bluff Elementary	Waldron and Hustlin Hornet	Monday	6:30 am – 8:30 am; 2:15 pm – 4:15 pm
			Tuesday – Friday	6:30 am – 8:15 am; 2:15 pm – 4:15 pm
6	Flour Bluff Primary Intermediate	Hustlin Hornet and Baffin Bay	Monday	6:30 am – 8:30 am; 2:15 pm – 4:15 pm
			Tuesday – Friday	6:30 am – 8:15 am; 2:15 pm – 4:15 pm
7	Flour Bluff ISD	Waldron and Glenoak	Monday	6:30 am – 8:30 am; 2:15 pm – 4:15 pm
			Tuesday – Friday	6:30 am – 8:15 am; 2:15 pm – 4:15 pm
8	George Evans Elementary	Comanche and Sam Rankin	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
9	Gloria Hicks Elementary	Carroll Ln. and McArdle	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
10	Kostoryz Elementary	Kostoryz and Sokol	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
11	Kostoryz Elementary	Carroll Ln. and Tiger Ln.	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
12	Los Encinos Elementary	Frio and Greenwood	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
13	Luther Jones Elementary	Yorktown and Lipes	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
14	Meadowbrook Elementary	Gollihar and Meadowbrook	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm

Item	School	Guard Location	Days of the Weeks	Hours of the Day
15	Menger Elementary	Staples and 15 th	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
16	Menger Elementary	Alameda and Louisiana	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
17	Mireles Elementary	Grenoble and Cimarron	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
18	Montclair Elementary	Alameda and Handover Fr.	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
19	Oak Park Elementary	Leopard and Elmore	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
20	Oak Park Elementary	Leopard and Villa	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
21	Prescott Elementary	Gollihar and Prescott	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
22	Rose Shaw Elementary	Tarlton and Carver	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
23	Sanders Elementary	Weber Rd. and Killarmet	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
24	Schanen Estates Elementary	Schanen and Everhart	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
25	Smith Elementary	Niles and Williams	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
26	T.G. Allen Elementary	S. Brownlee and Morgan	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
27	T. G. Allen Elementary	17 th and Prescott	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday – Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
28	Travis Elementary	Tarlton and Churchill	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday - Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
29	Windsor Park Elementary	Alameda and Sheridan	Monday	7 am - 9 am; 2:30 pm – 4:30 pm
			Tuesday - Friday	7 am – 8:45 am; 2:30 pm – 4:30 pm
30	Woodlawn Elementary	Woodlawn and McArdle	Monday	7 am - 9 am; 2:30 pm – 4:30 pm



**CITY OF CORPUS CHRISTI
BID FORM
PURCHASING DIVISION
RFB No. 1148
School Crossing Guards**

PAGE 1 OF 1

Date: July 19, 2017

Authorized

Bidder: All City Management Services, Inc.Signature: 

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	Estimated Qty	Unit	Hourly Rate	Total Price
1	School Crossing Guards	25,200	Hour	\$14.32	\$ 360,864

Attachment C: – Insurance/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 Contractor Administrator 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 GL, AL and WC if applicable. **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
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

- 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.

2017 Insurance Requirements
Purchasing
School Crossing Guard Services
04/19/2017 sw Risk Management

Attachment C: Insurance/Bond Requirements

Bond is not required for this Service Agreement

Attachment D: Warranty Requirements

Section 8 Warranty of the Service Agreement is null and void.
Warranty is not required for this Service Agreement.