

COOPERATIVE AGREEMENT NO. 4490

Infor Workforce Management Implementation Services

THIS **Infor Workforce Management Implementation Cooperative Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and The Arcanum Group, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

1. **Cooperative Agreement.** Contractor has agreed to provide Infor Workforce Management Implementation Services ("Services") in accordance with its agreement Texas DIR-CPO-4491 (the "Cooperative Agreement"), which is incorporated by reference into this Agreement as if fully set out here in its entirety. In the event of a conflict between this Agreement and the Cooperative Agreement, this Agreement shall govern to the extent allowed by the terms and conditions of the Cooperative Agreement.
2. **Scope.** Contractor shall provide the Services in accordance with the attached Quote/Proposal, 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.
3. **Term.** The term of this Agreement is one year and begins on the date provided in a notice to proceed from the City's Procurement Division.
4. **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 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 the budget item will be adopted, as that determination is within the City Council's sole discretion when adopting each budget.
5. **Compensation and Payment.** This Agreement is for an amount not to exceed \$562,552.00, subject to approved amendments and change orders. All pricing must be in accordance with Attachment A.

Invoices must be mailed to the following address:

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

6. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid with return receipt requested, 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 addressed and sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Frank De Los Santos
IT Business Operations Manager
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3047
Fax: 361-826-4342

IF TO CONTRACTOR:

The Arcanum Group, Inc.
Attn: David Marshall
Capture Manager
4600 S. Syracuse St., 9th Floor, Denver, CO 80237
Phone: 303-693-7263
Fax: N/A

7. **Subcontractors.** In performing the Services, the Contractor is permitted to enter into subcontracts or utilize the services of subcontractors. Contractor shall ensure that all subcontractors adhere to the requirements of this Agreement, including the provisions that require obtaining and maintaining insurance coverages required by this Agreement as well as providing proof of coverages to the City, as set forth in section 8 of this Agreement. Contractor shall remain responsible for the obligations and performance of the Services required to be provided and completed pursuant to this Agreement to the same degree as if the Contractor had performed and completed the Services.
8. **Insurance.** 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. 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 B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
9. **Entire Agreement.** This Agreement, along with the Cooperative Agreement, constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements, and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:
Signature: David Waters
A29E261A305447A...
Printed Name: David Waters
Title: President and CEO
Date: 12/6/2022

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance – Procurement
Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

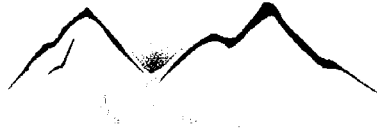
Attached and Incorporated by Reference:

Attachment A: Quote/Proposal
Attachment B: Insurance Requirements

Incorporated by Reference Only:

Cooperative Agreement: DIR-CPO-4491

Attachment A: Quote/Proposal



THE ARCANUM GROUP

**Quote for Infor Workforce Management
Implementation (Revised 12/01/2022)**

to

the City of Corpus Christi

Submitted to:

Frank De Los Santos
IT Business Operation Manager
FrankD@cctexas.com

The Arcanum Group, Inc.

4600 S Syracuse St, 9th Floor
Denver, Colorado 80237

David Waters, President
david.waters@thearcanumgroup.com

www.theARCANUMgroup.com

(303) 693-7263

DUNS 052733297 | CAGE 49H22

Schedule 70 Contract - GS35F0029Y

DIR Contract DIR-CPO-4491





Table of Contents

Letter of Introduction 3

Implementation Project Overview 5

Scope of Services 5

Assumptions and Responsibilities of Licensee 5

Period and Place of Performance 6

Invoicing and Payment 7

Taxes 7

Change Request Procedure 7

Cancellation / Termination 8

Validity of Proposal 8

General 8

Signatures 8

Exhibit 1 9

Exhibit 2 (Sample Change Request) 12



Letter of Introduction

October 28, 2022

Frank De Los Santos
IT Business Operation Manager
City of Corpus Christi
1201 Leopard St
Corpus Christi, TX 78401

Dear Mr. De Los Santos:

The Arcanum Group, Inc. (TAG), along with our implementation partner Inovium, LLC, appreciates the opportunity to provide this quote for Infor Workforce Management (WFM) implementation to the City of Corpus Christi (the City or Licensee). In this quote, we will refer to our combined offering team as "Team TAG."

Team TAG is comprised of two proven, experienced companies led by the prime contractor, **The Arcanum Group, Inc.**, and supplemented by our partner, **Inovium, LLC**. Our team has extensive experience in public-sector implementations with customers that include the US Census Bureau, the City of New York, the Florida Department of Management Services Fleet Operations, and more. Team TAG's consultants are experienced professionals. We are long-established members of the Infor Partner Network, and TAG is an authorized public-sector reseller of Infor software.

To simplify your purchasing process, we offer EAM products and services through our Texas DIR contract number DIR-CPO-4491.

TAG is a Service-Disabled Veteran-Owned Small Business (SDVOSB) headquartered in Denver, CO. We have been providing technology-based project management services since our founding in 2001, and the principals of our company have a long record of personal experience before starting the company. We offer software and implementation services for a wide variety of enterprise applications, including Human Capital Management and Development, Enterprise Resource Planning, Customer Relationship Management, Financial Applications, and many others.

TAG is entirely a government contractor. As such, our industry knowledge is unparalleled. Our consultants' training, as well as their experience with many prior implementations, provide them with the specialized skills required to examine current processes and recommend solid future processes. Their track record of proven success ensures their ability to install and configure each of the Infor modules and to plan for a smooth cutover from a legacy system.

As an Infor partner since 2012, TAG will provide a superior implementation experience to IISD. TAG received an Infor award in 2017 as the **Top Public Sector Partner for Year-Over-Year Growth**. TAG was honored as Infor's 2018 **Public Sector Partner of the Year** in recognition of our successful work with our government customers.



2018
**Public Sector
Partner of the Year**
Infor Partner Network



Inovium, LLC is a software services company focused on Workforce Management. Inovium was founded to provide agile digital transformation partner options primarily for implementing and supporting Infor CloudSuite™. We are an alliance partner for their leading WFM application. Inovium is staffed with key resources who average over 15 years in the software and WFM domain, enabling our team to provide sector-leading quality service offerings.

If you need additional information or have follow-on questions as you evaluate the merits of our solution, we would be pleased to speak with you.

Sincerely,

David Marshall
Capture Manager
The Arcanum Group, Inc.

Implementation Project Overview

Team TAG will provide Consultants to perform the Services for Licensee in accordance with the terms of this quote (the "**Project**"). Team TAG's Services will provide support to Licensee for Licensee's Project. The Licensee is the owner of the Project and is responsible for and controls the process, scope, costs, resources, and targeted solutions of the Project.

Within the scope of this Project, Team TAG will provide the Services by providing Consultants as described in the remuneration section below. The Consultants provided may be Team TAG employees or Team TAG's third-party subcontractors.

Scope of Services

The Licensee requires Team TAG Services related to the Infor WFM Application. The scope of the Project, Team TAG's and Licensee's responsibilities, estimated timeline, etc., are described in Exhibit 1. It is mutually understood that business requirements, resources, and dates, as well as the relevant remuneration, may be subject to change via the Change Request Procedure, including if Licensee responsibilities and assumptions are not performed in a timely and appropriate manner and/or if the Project resources are not provided.

The Licensee acknowledges that any delays or changes caused by Licensee, Licensee's employees, equipment, contractors, or vendors may cause an incremental change in the fees required under this Order, including, without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Team TAG; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Team TAG of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order because of any of the foregoing events will be handled using the Project Change Control Process.

Assumptions and Responsibilities of Licensee

The assumptions and responsibilities for this Project are listed as follows and may be supplemented by those in Exhibit 1:

- All supporting documentation work product will be developed for industry-standard Microsoft Windows-based PCs using applicable (as reasonably determined by Team TAG) Microsoft Office applications (Word, Excel, and PowerPoint).
- Unless otherwise expressly stated in Exhibit 1, no software developments will be made under this Project.
- Unless otherwise expressly stated in Exhibit 1, any data cleansing or data cleanup is wholly the responsibility of the Licensee.
- The Licensee will provide knowledgeable, decision-empowered resources that are available to work on the Project as part of the Project team.
- The Project will have sponsorship from Licensee's senior management, who will be available on a timely and regular basis to monitor the Project's progress and to act as a decision maker for policy decisions and issue resolution.
- The Licensee will provide a working environment and facilities adequate for Team TAG to perform their assigned duties. This includes, but is not limited to, adequate conference



rooms, cubicle space, and telephone access. The Licensee will provide Team TAG with all necessary authorizations.

- The Licensee will support the use of the Team TAG team laptops on its network, or Licensee will provide PCs with the Microsoft Office Suite and e-mail capability for the Project team.
- Project team members will be given access to the Licensee's Team TAG environment. The Licensee shall provide secure dial-in and/or direct access to Licensee networks as necessary.
- Team TAG will be provided with the necessary access to all of the Licensee's facilities necessary for the Project, including all necessary identification material (badges, cards, etc.), subject to the terms and conditions of the PSA. This includes necessary access to such buildings and systems during and after normal business hours, on weekends, and on holidays. Limitation of Team TAG access during these times may reduce Team TAG's ability to maintain the proposed schedule. Team TAG will also be provided with the necessary authorizations for remote access to Licensee's systems.
- The Licensee is licensed for the use of the Infor software in sufficient quantities to support this implementation. No software is included as part of this quote.

The responsibilities and assumptions are considered to be material contract duties of Licensee. The Licensee agrees that any estimates provided in this quote may be subject to change if Licensee's responsibilities and Project assumptions are not fulfilled.

Period and Place of Performance

The Services will begin on a mutually agreeable start date, and this quote will remain in effect until the Services agreed have been concluded unless otherwise agreed between the parties in writing. The project is expected to take between four and six months. The tentative start date is February 6, 2023.

The Services will be performed remotely and, if required, at the Licensee's facility at 1201 Leopard Street, Corpus Christi, TX 78401, or another Licensee facility with the City of Corpus Christi.

The Licensee agrees that services be performed on Team TAG's premises or remotely offsite.

Cost Summary

Rates / Remuneration

The Consultant types currently assigned and the fees for the Project are as follows:

Team TAG Consulting Unit	Hourly Rate (USD)	Estimated Total hours	Amount
Infor WFM Implementation Services	\$214.50	2,576	\$552,552.00
Travel Expenses (if required and authorized by the City)	N/A	N/A	\$10,000.00

The estimated consulting fees for the Project are \$552,552.00, exclusive of travel expenses. This estimate is for Licensee's budgetary and Team TAG's resource scheduling purposes.

This hourly rate is discounted by 15.5% from our already-discounted DIR contract price.



This estimate is based on the information provided by the Licensee to Team TAG and Team TAG's understanding of the Project scope based on the Licensee's information. Should the information provided by Licensee be inaccurate or should Team TAG gain additional information during the Project, the estimated fees, timeline, and scope may be subject to change.

The rate is based on eight hours of work daily. Team TAG also calculates a minimum of four working hours per day for deployments.

Reimbursable Expenses

Actual travel expenses will be reimbursed as incurred and billed monthly. It is anticipated that the Project will be performed remotely. However, for purposes of any onsite work that may need to be performed, an allowance of \$10,000.00 is included. Travel must be authorized in advance by the City. Travel expenses must comply with Licensee's travel policy.

Invoicing and Payment

The Services provided by Team TAG will be invoiced on a time and expense basis as incurred. The invoice will include the completed hours to which it refers and applicable travel expenses. Team TAG may issue separate invoices for travel expenses. Payment is due 30 days from the date of invoice.

Team TAG will invoice at the beginning of each month for services rendered in the previous month. Invoices will be sent electronically to the provided client billing contact or an alternative address if provided.

Taxes

Fees and other charges described in this quote do not include federal, state, or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account, where applicable. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to Team TAG at the execution of this quote. If Team TAG is required to pay Taxes, the Licensee shall reimburse Team TAG for such amounts.

The location for the Services provided hereunder is identified by Licensee as 1201 Leopard St Corpus Christi, TX 78401 ("Service Location"). The Licensee agrees and understands that the calculation of Taxes may be affected by the Service Location.

Change Request Procedure

Any change to this quote that affects the scope (by material reduction or addition), content, methods, or schedule shall be subject to the mutual written agreement of the parties and shall be made in accordance with Exhibit 2 hereto (Change Request), which is hereby incorporated by reference. Team TAG shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.



Cancellation / Termination

Notwithstanding termination for cause, this Project can be terminated by Licensee at any time, in whole, by providing at least 30 days prior written notice stating the effective date. In the event of termination, Team TAG shall be paid all fees then due and owing, including travel expenses, and for all Services performed (including the notice period), irrespective of whether Services have been invoiced yet. Licensee agrees that in the event this SOW is terminated with less than 30 days prior written notice, Team TAG reserves the right to also invoice and be paid for the balance of the remaining hours measured from the insufficient notice date up to the 30-day notice requirement.

Validity of Proposal

This quote is valid for 60 calendar days from the quote date unless executed sooner by Licensee or extended in writing by Team TAG.

General

Any earlier quotations that INOVIMUM has submitted concerning the same works and services are hereby withdrawn. The terms, conditions, and details in this quotation also apply to any Services and Work Products that are or have been provided to Licensee before a contract is concluded.

Should any provision of this quotation be ineffective or unenforceable, the validity of this quotation remains unaffected. In this case, the parties undertake to replace the ineffective provision with an effective provision that achieves as nearly as possible the business purpose of the ineffective provision.

Except as provided in the severability clause, this offer may be accepted only in its entirety.

Signatures

Signatures:

City of Corpus Christi

Name/Title:

Signature:

Date:

Name/Title:

Signature:

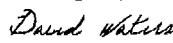
Date:

The Arcanum Group, Inc.

Name/Title:

David Waters President and CEO

Signature:

DocuSigned by:

 A29E281A305447A...

Date:

12/6/2022

Exhibit 1

To

TAG's Quote to the City of Corpus Christi

Dated October 28, 2022 (Rev. 11/29/2022)

For

Infor Workforce Management Implementation

Project Definition

This Exhibit 1 of this quote addresses the Implementation Consulting Services required for the Project. It is mutually understood that business requirements, resources, and dates may change subject to the applicable terms of this Statement of Work and that any such material change requested by the Licensee or as a result of the Licensee's inability to provide agreed-upon resources, fulfill applicable assumptions, and to perform the Licensee Responsibilities set forth herein, or the result of Licensee errors or omissions may result in a Change Order in accordance with the Change Order Procedure as defined in Exhibit 2.

The Licensee is responsible for requesting changes to the requirements for Services. The Team TAG Project Lead and TAG Project Executive may assist in planning the Project and quality-checking the activities and progress. It is understood by the Licensee that any material changes to scope that are requested will be addressed through a formal change order process. Material changes are those which specifically will impact either budget and/or scope.

The initial project covered by this quote will consist of three key phases.

1. Planning and Design
2. Build and Validate
3. Cutover and HyperCare

The time estimates outlined below are based on migrating the Infor Workforce Management Application to the Infor CloudSuite and upgrading to the current version. The assumptions outlined here are based on the requirements defined to date. Any change to, or expansion of, the elements or modules as outlined may increase the required effort and project time estimates.

Planned Project Phases

1: Planning and Design

Inception: Initial meeting of Project leaders to kick off the engagement and plan out agendas and attendees for the elaboration phase workshops.

Elaboration: This phase includes the requirements and design workshop sessions for the project. The Licensee should expect and be prepared for several weeks of workshop sessions to cover all functional and technical requirements in the program

2: Build and Validate

Build: The output of the elaboration phase will drive the work effort by Team TAG to build and configure the solution and will provide the foundation for test case creation by the

Licensee team in parallel. The build phase would include iterations, whereby the Team TAG team delivers configured components of functionality as they are ready to ensure early alignment on high complexity or risk areas and is a general method to achieving an efficient timeline whereby the Licensee can perform testing in parallel to Team TAG performing build and configuration activities.

Validate: This is the UAT phase and cutover planning phase, whereby the system goes through a thorough end-to-end test, and the go-live planning steps are defined and finalized. The licensee team prepares for the End user training and change management communications to the workforce regarding the upcoming changes.

3: Cutover and Support

Go-Live: The Solution is deployed, and the Licensee rolls out to the employee pilot population to allow for one payroll cycle to complete successfully or two calendar weeks post-go-live. Team TAG provides support on an as-needed basis

Implementation Scope & Assumptions

Infor WFM: Time and Attendance, Time Off, Mobility, and Multi-View Scheduler.

- No customizations
- No historical data conversion

Infrastructure: Cloud deployment: Infrastructure is out of scope, including SSO, SMTP, and hardware clocks. Infrastructure to be handled by Infor Cloud Operations.

Configuration Scope:

Configure the current release of WFM on Infor's (MT) Multi-Tenant CloudSuite

- Up to 6 calculation groups
- Up to 6 security groups
- HR imports
- Payroll export
- Time Off Planner configuration
- Blackout Calendars
- Mobility UI configurations
- Geofencing
- Multi-View Scheduler
- Up to 4 additional data import and export interfaces utilizing core CSV format
- For interfaces utilized by the Licensee, the Licensee will be responsible for any development on their current systems for any changes to the current integration to WFM standards

Cut-Over and Hyper Care

- Implementation includes the entire enterprise
- No user or administrator training is included
- Training will be provided via train-the-trainer.

- Cut Over includes two weeks of post-production Hyper Cares

***Scope Assumptions & Exclusions:**

- The Licensee will be responsible for enterprise change management
- The Licensee will be responsible for end-user training if required
- The Licensee will provide project management and domain resources as applicable
- The Licensee will be responsible for the set-up and maintenance of necessary IT infrastructure and 3rd party integrations
- Extended application support post-go-live Hyper Care is excluded.

**Team TAG can provide additional implementation services to assist with the above if required for incremental fees, but they are excluded from this quote. Please discuss these potential requirements with TAG using the contact information in the cover letter of this quote, if desired.*

4: Estimated Timeline (Sample)

The chart below reflects a linear sample projection of key project phases & tasks to define effort and cost for the scope outlined herein. During the planning phase of the project, Team TAG will collaborate with the Licensee to develop a mutually agreeable project timeline factoring in bandwidth and project goals. Projects of this type typically take 4 to 6 months, and the final project plan will be agreed upon by both parties during the planning phase. The specific dates shown in this sample are for illustration only and will be adjusted based on the agreed start date of the project.

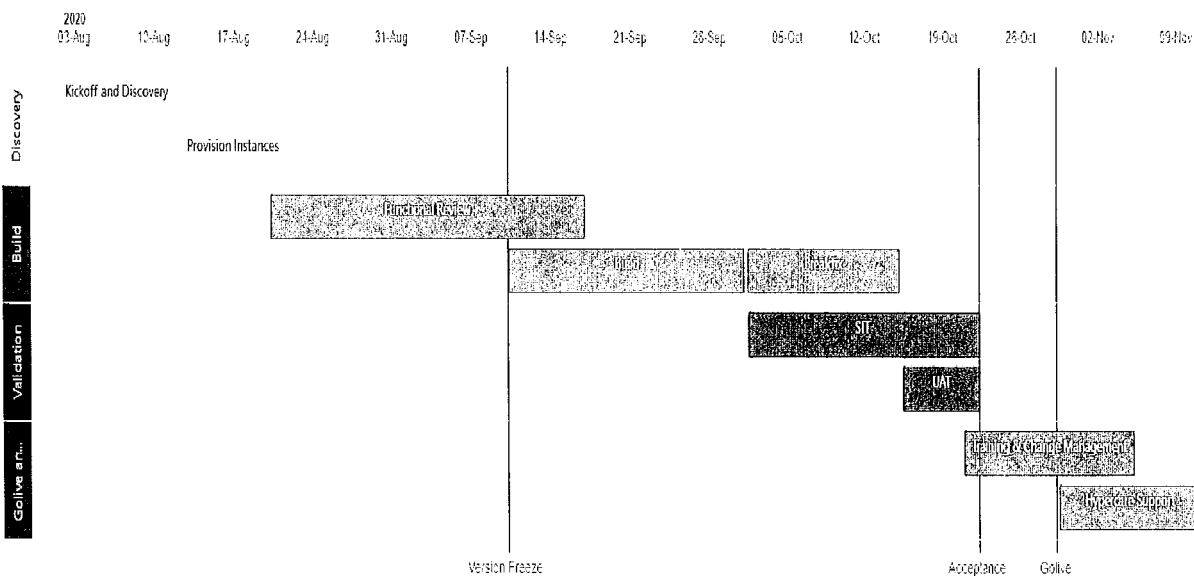




Exhibit 2 (Sample Change Request)

To

TAG's Quote to the City of Corpus Christi

Dated October 28, 2022 (Rev. 11/29/2022)

For

Infor Workforce Management Implementation

between

The Arcanum Group, Inc. ("TAG" or "Team TAG") and

The City of Corpus Christi ("Licensee")

Change Order Procedure

Any change to this Project must be agreed to, in writing, by both parties. The following procedure (whether requested by Licensee or Team TAG) will be used to control all changes. All Change Requests to the Project must be made in writing and shall be submitted by the appropriate Project Lead and the TAG Project Executive. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing Services and Deliverables (if any);
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in consulting fees.

The Project Lead shall review and accept or reject the Change Request. If rejected, the Change Request shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

All approved Change Requests will be incorporated into the Change Order to this SOW. Team TAG will not perform any Services outside of the proposal until the Change Request has been signed by both parties.

1. Describe the requested change:

2. Define the impact, if any, on existing Services and Deliverables (if any):

3. Define additional Services required as a result of the requested change, if any:

4. Define the impact, if any, on the existing Project schedule. Provide an updated Project schedule, if appropriate.

5. Provide an updated Services and payment schedule, if appropriate.

Accepted By:
City of Corpus Christi (Licensee)

By: _____

Print name: _____

Title: _____

Date: _____

Accepted By:
The Arcanum Group, Inc.

By: _____

Print name: _____

Title: _____

Date: _____

Attachment B: Insurance 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 COVERAGE	INSURANCE
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	
CYBER LIABILITY	\$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.

2022 Insurance Requirements

Ins. Req. Exhibit **7-B**

IT Contracts - Software Support, Configuration, Implementation and Maintenance

12/1/2022 Risk Management – Legal Dept.