

SERVICE AGREEMENT NO. 1688

UNIFORM RENTAL FOR BEACH OPERATIONS, TOURIST DISTRICT AND PARK OPERATIONS

THIS **Uniform Rental for Beach Operations, Tourist District and Park Operations Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Cintas Corporation No. 2 ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Uniform Rental for Beach Operations, Tourist District and Park Operations in response to Request for Bid/Proposal No. N/A ("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 Uniform Rental for Beach Operations, Tourist District and Park Operations ("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 24 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 zero-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 \$105,007.76, 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: Kimberly Hernandez
Department: Parks and Recreation
Phone: 361-826-3128
Email: kimberlyh2@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 in Contractor's commercial general liability insurance and auto liability insurance policies. 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.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 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: Kimberly Hernandez

Title: Landscape Contract Inspector

Address: 5352 Ayers Street Bldg. 4, Corpus Christi, Texas 78415

Fax: 361-826-3864

IF TO CONTRACTOR:

Cintas Corporation No. 2
Attn: Lee A. Garza
Title: Service Manager
Address: 301 Junior Beck Drive, Corpus Christi, Texas 78408
Fax: None

17. 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, TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS SUBJECT TO INDEMNIFICATION HEREUNDER, 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 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. **Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on

behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

24. **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.
25. **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 TO FOLLOW]

CONTRACTOR: CINTAS CORPORTION NO. 2

Signature: *Lee Anthony Garza*

Printed Name: Lee Anthony Garza

Title: Service Manager

Date: 08-03-18

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. N/A
- Exhibit 2: Contractor's Bid/Proposal Response



Attachment A: Scope of Work

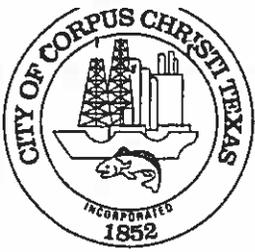
Project name: Uniform Rental for Beach Operations, Tourist District and Park Operations

Project location: Beach Operations, Tourist District and Park Operations

Scope of Work:

- Contractor will supply 115 employees with 11 sets of uniforms (uniform consists of 11 shirts and 11 pants).
 - Beach Operations – 9 employees
 - Gulf Beach Maintenance – 2 employees
 - Bayfront & Special Events Operations – 10 employees
 - Tourist District – 14 employees
 - North Beach District – 4 employees
 - McGee Beach – 1 employee
 - Park Maintenance – 54 employees
 - Park Construction – 4 employees
 - Storm Water – 17 employees
- Contractor will pick up soiled garments and deliver the clean garments on a weekly basis.
- Pick up and deliveries will happen during working hours.
- Contractor will inspect uniforms for any needed repairs or replacement.
- Contractor will make repairs or replace garments with the Contract Administrator's approval.
- Contractor will work directly with the Contract Administrator.
- Uniform Advantage Program which covers repair or replacement charges for damaged or aged out pants and shirts.
- Size premium covers size upcharges for pants and shirts.
- Prep Plan covers ID Tape charge on shirts, pants and shorts for new employee set up as well as ID tape charge on shirts, pants and/or shorts that require repair or replacement as defined in Uniform Advantage.

- Emblem covers City Emblem charge on shirts, pants and shorts for new employee set-up, as well as emblem charges on shirts, pants and/or shorts that require repair or replacement as defined in Uniform Advantage.



**Attachment B-Quote/Pricing Schedule
CITY OF CORPUS CHRISTI
QUOTE FORM**

1. Refer to Contract Terms and Conditions before completing quote.
2. Quote your best price, including freight, for each item.
3. In submitting this quote, Contractor certifies that the prices in this quote have been arrived at independently, without consultation, communication, or agreement with any other contractor or competitor, for the purpose of restricting competition with regard to prices.

Invitation to quote, FOB Destination, Freight Included, on the following:

Beach Ops - 9 Employees

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	104 weeks
Cargo Pant (Item No. 270)	99	ea	.332	32.868	3418.272
Comfort Shirt (Item No. 935)	99	ea	.186	18.414	1915.056
Uniform Advantage (02)	198	ea	.031	6.138	638.352
Prep (7074)	198	ea	.040	7.92	823.68
Emblem (14)	99	ea	.050	4.95	514.80
Size Premium	88	ea	.156	13.728	1427.712
U. S. Communities Contract # 12-JLH-011C					
TOTAL					\$8,737.872

.326

Gulf Beach Maint - 2 Employees

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	104 weeks
Cargo Pant (Item No. 270)	22	ea.	.332	7.304	759.616
Comfort Shirt (Item No. 935)	22	ea.	.186	4.092	425.568
Uniform Advantage	44	ea.	.031	1.364	141.856
Prep (7074)	44	ea.	.040	1.76	183.04
Emblem (14)	22	ea.	.050	1.10	114.40
Size Premium	22	ea.	.156	3.432	356.928
U. S. Communities Contract # 12-JLH-011C					
TOTAL					\$1,981.408

<u>Bayfront & Special Events Operations – 10 Employees</u>					
DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	104 weeks
Cargo Pant (Item No. 270)	66	ea.	.332	21.912	2278.848
Cargo Shorts (Item No. 370)	44	ea.	.332	14.608	1519.232
Comfort Shirt (Item No. 935)	110	ea.	.186	20.46	2127.84
Uniform Advantage	220	ea.	.031	6.82	709.28
Prep (7074)	220	ea.	.040	8.80	915.20
Emblem (14)	110	ea.	.050	5.50	572.00
Size Premium	66	ea.	.156	10.296	1070.784
U. S. Communities Contract #12-JLH-011C					
TOTAL					\$9,193.184

<u>Tourist District – 14 Employees</u>					
DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	104 weeks
Cargo Pant (Item No. 270)	110	ea.	.332	36.52	3798.08
Cargo Shorts (Item No. 370)	44	ea.	.332	14.608	1519.232
Comfort Shirt (Item No. 935)	154	ea.	.186	28.644	2978.976
Uniform Advantage	308	ea.	.031	9.548	992.992
Prep (7074)	308	ea.	.040	12.32	1281.28
Emblem (14)	154	ea.	.050	7.70	800.80
Size Premium	88	ea.	.156	13.728	1427.712
U. S. Communities Contract # 12-JLH-011C					
TOTAL					\$12,799.07

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North Beach Maint -4 Employees

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	104 Weeks
Cargo Pant (Item No. 270)	44	ea.	.332	14.608	1519.232
Comfort Shirt (Item No. 935)	44	ea.	.186	8.184	851.136
Uniform Advantage	88	ea.	.031	2.728	283.712
Prep (7074)	88	ea.	.040	3.52	366.08
Emblem (14)	44	ea.	.050	2.20	228.80
Size Premium	22	ea.	.156	3.432	356.928
U. S. Communities Contract # 12-JLH-011C					
TOTAL					\$3,605.888

McGee Maint - 1 Employee

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	104 weeks
Cargo Pant (Item No. 270)	11	ea.	.332	3.652	379.808
Comfort Shirt (Item No. 935)	11	ea.	.186	2.046	212.784
Uniform Advantage	22	ea.	.031	.682	70.928
Prep (7074)	22	ea.	.040	.88	91.52
Emblem (14)	11	ea.	.050	.55	57.20
Size Premium	11	ea.	.156	1.716	178.464
U. S. Communities Contract # 12-JLH-011C					
TOTAL					\$990.704

Park Maint – 54 Employees

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	104 weeks
Cargo Pant (Item No. 270)	594	ea.	.332	197.208	20509.632
Comfort Shirt (Item No. 935)	594	ea.	.186	110.484	11490.336
Uniform Advantage	1188	ea.	.031	36.828	3830.112
Prep (7074)	1188	ea.	.040	47.52	4942.08
Emblem (14)	594	ea.	.050	29.70	3088.80
Size Premium	308	ea.	.156	48.048	4996.992
U. S. Communities Contract # <u>12-JLH-011C</u>					
TOTAL					\$48,857.952

CAF

Park Construction – 4 Employees

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	104 weeks
Cargo Pant (Item No. 270)	44	ea.	.332	14.608	1519.232
Comfort Shirt (Item No. 935)	44	ea.	.186	8.184	851.136
Uniform Advantage	88	ea.	.031	2.728	283.712
Prep (7074)	88	ea.	.040	3.52	366.08
Emblem (14)	44	ea.	.050	2.20	228.80
Size Premium	22	ea.	.156	3.432	356.928
U. S. Communities Contract # <u>12-JLH-011C</u>					
TOTAL					\$3,605.888

CAF

Storm Water - 17 Employees

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	104 weeks
Cargo Pant (Item No. 270)	187	ea.	.332	62.084	6456.736
Comfort Shirt (Item No. 935)	187	ea.	.186	34.782	3617.328
Uniform Advantage	374	ea.	.031	11.594	1205.776
Prep (7074)	374	ea.	.040	14.96	1555.84
Emblem (14)	187	ea.	.050	9.35	972.40
Size Premium	88	ea.	.156	13.728	1427.712
U. S. Communities Contract # <u>12-JLH-011C</u>					
TOTAL					\$15235.792

COMPANY: Cintas

NAME OF PERSON AUTHORIZED TO SIGN: Lee A. Garza

ADDRESS: 301 Junior Becke Dr.

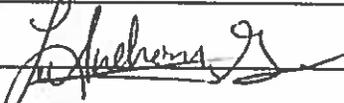
CITY / STATE / ZIP Corpus Christi, TX 78405

PHONE: 361-289-1781

EMAIL: garza1@cintas.com

FAX: 361-289-1808

DATE: 07-25-18

SIGNATURE: 

TITLE: Service Manager

THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL QUOTES. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE QUOTES RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.

Attachment C: Insurance Requirements

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 Park & Recreation Director 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 \$1,000,000 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.

2018 Insurance Requirements
Parks and Recreation
Uniform Rental Service
04/26/2018 sw Risk Management
Valid Through 12/31/2018

Bond Requirements

No bond requirements necessary for this service agreement; Section 5. (B) is null for this Service Agreement.

Attachment D: Warranty Requirements

No warranty requirements necessary for this service agreement; Section 8(B).
Warranty is null for this Service Agreement.