

SERVICE AGREEMENT NO. 2196

Temporary Staffing Services for Human Resources

THIS **Temporary Staffing Services for Human Resources Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Unique Employment 1, LTD. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Temporary Staffing Services for Human Resources in response to Request for Bid/Proposal No. 2196 ("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 Temporary Staffing Services for Human Resources ("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 two years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to one additional one-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$500,000.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

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

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Tracey Lawson
Department: Human Resources
Phone: (361) 826-3314
Email: TraceyL@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

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

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

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** 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 unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, 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. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Tracey Lawson
Title: Human Resources Recruiter
Address: 1201 Leopard Street
Phone: (361) 826-3314
Fax: (361) 826-3322

IF TO CONTRACTOR:

Unique Employment 1, LTD.
Attn: Chris Bradford
Title: Vice-President
Address: 4646 Corona, Suite 100, Corpus Christi, Texas 78411
Phone: (361) 852-6392
Fax: (361) 851-5327

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. 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.
- 21. 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.
- 22. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 23. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 26. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: 

Printed Name: Tiffany Ritchie

Title: Staffing Manager

Date: 12/30/2019

CITY OF CORPUS CHRISTI

Kim Baker
Director of Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 2196
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A -Scope of Work

1.1. General Requirements

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

1.2. Scope of Work

- A. The Contractor will provide the City, on request by the City, with qualified temporary staffing services. The Contractor shall provide qualified and competent temporary personnel on a timely basis.
- B. The City will submit the requests for the positions with job description and salary/rate to the Contractor. Resumes will be required and a selection will be made. The company that submits the most qualified candidate will then be notified to start the assignment process.
- C. The Contractor shall ensure that all leased workers selected for assignment with the City meet the minimum requirements for the position as mandated by the City. Resumes shall be provided to the Human Resources Department named herein or to the using department upon request.

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

1.3. Reporting

- A. The Contractor shall provide the Contract Administrator monthly reports, due the first week of each month and a final report within seven business days after the expiration of this agreement, including:
 - 1. Leased employees name, start date, and end date
 - 2. Position title (as used in this bid contract)
 - 3. Regular number of hours

4. Leased employees name, start date, and end date
5. Position title (as used in this bid contract)
6. Regular number of hours
7. Regular bill rate per hour
8. Total dollars paid at regular bill rate per position title
9. Overtime number of hours
10. Overtime bill rate per hour
11. Total dollars paid at overtime bill rate

1.4. Payment and Invoicing

- A. The Contractor shall submit valid invoices directly to the Accounts Payable department with a copy to the using department. Upon completion of the work ordered, the Contractor shall submit valid invoices for services. Valid invoices shall be submitted monthly for recurring services performed during the preceding week or month, respectively. Each invoice shall list the number of regular and overtime hours worked by each leased worker, the amount charged for regular and overtime hours for each leased worker and the lump sum due. Please note that overtime must be approved by the City in writing prior to the employee working overtime.
- B. Payment will be made for each assigned leased worker at the actual hourly rate approved by the City for the position multiplied by the approved markup for overhead as shown in the pricing form.
- C. The Contractor shall not bill and the City shall not pay any late or administrative fees, penalties, charges or interest in conflict with law.
- D. The Contractor will not charge any fees to the leased worker for using the Contractor's services.

1.5. Background and Credit Investigation

- A. The Contractor shall perform background checks on all candidates and a credit investigation may be required on candidates with positions that require handling money and will be reviewed on a case by case scenario.
- B. At the Contractor's expense, the Contractor shall conduct background and credit investigations and furnish the results of same to the Contract Administrator who will determine each prospective leased worker's eligibility for placement with the City.
- C. The Contractor, prior to placing any and all leased workers with the City, will submit the criminal background report to the Contract Administrator for review and approval or denial.

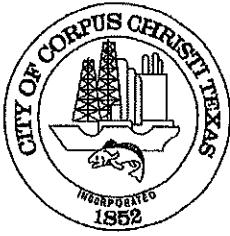
- D. The Contractor shall conduct, on a national basis, all credit investigations and shall reflect "Actual" credit history as requested by the City. For those prospective leased workers who have resided solely in the State of Texas for the ten years immediately preceding their placement with the City, the Contractor need only conduct a State of Texas background check which shall consist of a search for criminal convictions at the state level and in those counties in which said prospective leased worker has resided. For those prospective leased workers who have resided outside the State of Texas at any time and for any duration of time during the ten years immediately preceding placement with the City, the Contractor shall conduct a national background check which shall consist of a search of the following for criminal convictions: federal records and records of the states and counties/parishes in which said prospective leased worker has resided in the ten years immediately preceding placement with the City. All background checks shall search for criminal convictions and Also-Known-As (AKA).

1.6. Special Instructions

- A. All leased workers must pass a ten-panel drug test prior to being placed with the City, at the expense of the Contractor.
- B. All leased workers placed with the City by the Contractor are, and shall remain throughout the duration of any placement with the City, employees of the Contractor.
- C. Unless specified otherwise herein, any and all licenses, certifications, trainings, etc. that are a prerequisite to initial placement or requisite to continued placement with the City shall be the sole responsibility (including payment therefore) of the leased worker.
- D. Some positions may require a leased worker to possess keys to City establishments. Leased workers shall return all keys when their assignment is complete. If all keys to a given City establishment are not returned, the City will absorb the cost of replacing keys and/or locks for the first occurrence during the term of the contract. On the second occurrence and every time thereafter, the Contractor will absorb the cost of replacing all locks and/or keys. This charge will be deducted from the next invoice due for payment.
- E. All leased workers shall make provisions for transportation to and from job sites. City staff shall not be responsible for transporting leased workers to and from job sites. Leased workers are required to be at work on time. One such violation constitutes grounds for replacing the leased worker.
- F. When a leased worker is no longer needed by the City, the Department shall notify the Contractor and Human Resources via email which will include the "End

Date and Time of Assignment". The City shall not be responsible for and shall not pay for any charges beyond the "End Date and Time of Assignment".

- G. Should any leased workers accept a position with the City prior to the leased workers working the minimum number of days, 90, the Contractor can charge the conversion fee outlined on the Pricing Contract Schedule.
- H. Should any leased workers satisfy an initial 90-day probation period, the City shall not be responsible for any penalty or payment to the Contractor or leased worker to convert the leased worker to a City employee.
- I. The Contractor must educate all temporary staff employees that NO DRIVING of any vehicles or equipment is permitted under any circumstance or condition and if a temporary staff employee violates this policy the Contractor is liable and financially responsible, irrespective of fault.



CITY OF CORPUS CHRISTI
Pricing Form
PURCHASING DIVISION

RFP No. 2196

Temporary Staffing Services for Human Resources

PAGE 1 OF 1

DATE: September 06, 2019

Unique Employment I, LTD., dba Unique Employment Services

PROPOSER

AUTHORIZED SIGNATURE

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

Office/Clerical Markup Percentage	45 %
Professional Markup Percentage	45 %
Light Industrial Markup Percentage	45 %
Conversion Fee	520 Hours or Remaining Balance %
Direct Placement Recruiting Percentage Fee	17 %
TOTAL CONTRACT VALUE NOT TO EXCEED \$500,000 FOR TWO YEARS	

Attachment C -Insurance Requirements

I. LIABILITY INSURANCE

- A. Bidder must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Bidder must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.

- B. Bidder must furnish to the City's Risk Manager and Director Human Resources, 2 copies of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	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
PROFESSIONAL LIABILITY (including) 1. Engineering/Design 2. Medical	\$1,000,000 Per Claim
CRIME/EMPLOYEE DISHONESTY	\$100,000 Per Employee

WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Bidder 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, Bidder must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Bidder will be promptly met.
- B. Bidder shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Bidder'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. Bidder shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Bidder shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Bidder agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change 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 suspension, cancellation, or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder'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 Bidder'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 Bidder to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Bidder's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2019 Insurance Requirements
 Ins. Req. Exhibit **3-I**
 Professional Services – Temporary Staffing Services
 05/08/2019 Risk Management – Legal Dept.

Attachment C – Bond Requirements

No bond requirements necessary for this service agreement; Section 5. Insurance; Bonds Subsection (B) is null for this service agreement.

Attachment D - Warranty Requirements

No specific warranty requirements are necessary for this service agreement; therefore, Section 8. Warranty, Sub Section (B) is null for this service agreement.