

EMPLOYMENT SERVICES CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **Labor Ready Central III, LP** (the "Contractor"), for the following work: Temporary Employment Services, services provided by it as an independent contractor.

ARTICLE I

1.01 The services provided by the Contractor are for the provision of temporary employment services to the City and in accordance with the terms and conditions set forth in Bid No. 04-27.

1.02 The positions for which the Contractor agrees to provide temporary personnel and the specifications/qualifications for these jobs are attached hereto as Exhibit "A" and incorporated herein by reference.

ARTICLE II

2.01 It is understood and agreed by the parties that Contractor is an independent contractor retained for the above-mentioned purpose. It is further understood that said work is done on a day-to-day basis. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work-product as described above. The term "employee of Contractor" or "Contractor's employee" shall mean and include only those hired by and having a direct contact with Contractor for performance of work for the City. The City shall have no responsibility to any employee of Contractor, employed by Contractor for performance of work for the City, and employees of Contractor shall look exclusively to the Contractor for any payments due. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every employee of Contractor shall be bound by the terms and provisions of this Contract and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its employees. Nothing contained herein shall create any contractual or employment relations between any employee of Contractor, and the City.

ARTICLE III

3.01 City shall notify the Contractor that it requires temporary personnel by telephone.

3.02 Upon receipt of said telephone request Contractor shall (1) inform City whether temporary personnel are available for the vacant position and (2) whether the temporary personnel can report for duty in one (1) hour.

3.03 If primary Contractor is unable to supply temporary personnel as specified in 3.02, City shall contact the next Contractor on the list without further obligation to Contractor.

ARTICLE IV

4.01 Use of temporary personnel shall be on an "as-needed" basis.

4.02 City shall not be financially obligated to pay Contractor if AGENCY cannot provide temporary personnel or if temporary personnel are unable to report within one hour. In no event shall City be liable to Contractor to wait beyond the one-hour time limit for temporary personnel services.

City shall designate a representative to act as the contact person on behalf of City.

ARTICLE V

5.01 City will determine the temporary employee's job responsibilities and essential job functions during employment with the City.

Contractor shall be responsible for the following:

- (1) obtaining and verifying temporary employee personnel applicant's proof of identity
- (2) determining temporary employee's eligibility to work in the United States
- (3) scheduling pre-employment chemical screens
- (4) verifying that applicant has a valid Texas driver's license with the Texas Department of Public Safety.

5.03 In addition to the services specifically listed in 5.02 herein, Contractor shall provide the following services:

- (1) screen and interview applicants to ensure that they meet the job qualifications; and
- (2) administer appropriate tests for each position.
- (3) all other terms and conditions of Bid No. 04-27.

**ARTICLE VI
PAYMENT**

6.01 Contractor shall submit to City a invoice for services rendered on a weekly basis, which invoice shall be due and payable by City thirty (30) days after it is received by City.

**ARTICLE VII
HOURLY RATE**

7.01 The hourly rate for temporary personnel services supplied by Contractor under this contract are set forth in Exhibit A.

7.02 Contractor agrees and understands that the hourly amount charged for each position as stated in 7.01 is a fixed charge for the contract term of one year from the date of this Contract regardless of whether the Contractor is designated as the primary, secondary or tertiary provider.

7.03 Compensation for temporary personnel services not specified in 7.01 above shall be on an hourly basis and the hourly rate shall be submitted to City in writing before the services are provided.

ARTICLE VIII

8.01 Contractor shall have authority to act on behalf of City only to the extent provided in this Contract unless modified by written instrument.

8.02 Contractor shall exercise the utmost care and diligence in screening, interviewing, hiring, and verification of information provided by applicants, and selection of temporary personnel.

8.03 The Contractor agrees to employ only orderly and competent temporary employees skillful in the performance of the type of work required and agrees that whenever City's Representative shall inform the Contractor either orally or in writing that, in City's sole opinion, such temporary personnel are unable to perform the work, are disorderly, incompetent, or are unsatisfactory to City for any reason, Contractor shall promptly remove temporary service personnel furnished by Contractor.

ARTICLE IX

9.01 As an experienced and qualified professional, Contractor warrants that the services provided, reflect high professional standards, procedures, and performances of the industry for these services. Contractor warrants that the selection of personnel and the performance of other services under this Contract meet a high standard of performance in the profession at the time of performance.

9.02 Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

9.03 The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE X

10.01 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit "B" for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit "C."

ARTICLE XI

11.01 City or Contractor may terminate this Contract for cause or convenience, upon thirty (30) calendar days written notice to the other party. Contractor shall be compensated for the services performed.

ARTICLE XII

12.01 This contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

ARTICLE XIII

13.01 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:
City of College Station
Attn: Human Resources Director
P.O. Box 9960
College Station, Texas 77842
(979) 764-3537

Contractor:
Labor Ready Central III, LP
Legal Affairs
P.O. Box 2910
Tacoma, WA 98401
(800)610-8920

Local Contact:
Labor Ready
John Jean
3609-A S. College Ave.
Bryan, TX 77801
(979) 260-1662

ARTICLE XIV ADDITIONAL PROVISIONS

14.01 The City is exempt from payment of state and local sales and use of taxes on labor and materials. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

14.02 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA), Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, The Civil Rights Act of 1991. The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

14.03 At any time, the City may terminate this Contract for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately.

Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

14.04 No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.

14.05 This Contract may only be amended by written instrument approved and executed by the parties.

14.06 This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

14.07 The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.

14.08 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

14.09 Contractor, its employees, associates or subcontractors shall perform all the work ereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

14.10 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14.11 This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.12. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

LABOR READY CENTRAL III, LP

By: *D. Bruce Crossmy*
Printed Name: *D. Bruce Crossmy*
Title: *Contract Administrator*
Date: *May 9, 2004*

CITY OF COLLEGE STATION

Date: _____

By: _____

Ron Silvia, Mayor

Date: _____

Director of Fiscal Services

Date: _____

ATTEST:

Connie Hooks, City Secretary

Date: _____

APPROVED:

Thomas E. Brymer, City Manager

Date: _____

Carla A. Robinson

City Attorney

EXHIBIT "A"

**JOB POSITION
SPECIFICATIONS/QUALIFICATIONS
AND
HOURLY RATES**

TEMPORARY EMPLOYMENT SERVICES

Bid No. 04-27

Primary Contract

(if unable to deliver, call the secondary firm)

II. SERVICE

- 1. GROUNDWORKER** **\$9.90/HR**
Assist in maintaining the appearance of PARTICIPATING ENTITIES parks and public properties including the landfill. Pick up windblown trash and move large items.
- 2. HEAVY EQUIPMENT OPERATOR** **\$13.20/HR**
Operates a heavy motorized truck for the collection of garbage or brush. Operates heavy equipment to ensure the clearance of debris from roadways and rights-of-ways.
- 3. RECYCLING CENTER ASST.** **\$9.90/HR**
Assists coordinator in the operation of PARTICIPATING ENTITIES recycling center(s). Receive, sort, and place recycling materials from citizens into designated bins. Also responsible for operating baler.
- 4. SERVICE WORKER** **\$9.90/HR**
Performs a combination of unskilled and low-level semi-skilled duties to keep office building and related facilities in clean and orderly condition.
- 5. BRUSH AND BULKY EQUIPMENT OPERATOR** **\$14.60/HR**
Operates rear-end loaders to collect yard and leaf waste and grapple and haul trucks to collect brush and bulky materials. Requires Class B CDL.
- 6. SOLID WASTE EQUIPMENT OPERATOR** **\$13.20/HR**
Provides garbage service to commercial and residential customers. Requires Class B CDL.
- 7. TRANSPORTATION EQUIPMENT OPERATOR** **\$14.90/HR**
Assists in four major areas: Traffic Operation, Drainage Maintenance, Concrete Construction, and Street Maintenance. Must be able to operate a dump truck in support of street construction, operate a commercial rated vehicle while repairing potholes, operate a Gradall and backhoe while installing culverts and cleaning drainage structures. Requires Class B CDL.

EXHIBIT "B"

INSURANCE REQUIREMENTS

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The Contractor, before starting work for PARTICIPATING ENTITIES, must furnish the PARTICIPATING ENTITIES with a Certificate of Insurance from a reputable insurance company or companies. The Certificate of Insurance must be submitted on the "Acord" form. The Certificates must be from a company with an A.M. Best rating of "A" (such companies to be acceptable to PARTICIPATING ENTITIES) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:

Statutory Workers' Compensation Insurance, with Employers' Liability Insurance with limits of not less than \$500,000.

In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. The contractor shall agree to endorse the policy with an Alternative Employer endorsement.

Commercial General Liability Insurance

Limits of not less than \$1,000,000 each occurrence. The policy shall be on the current standard ISO version Commercial General Liability occurrence form, and shall include coverage for acts of independent contractors, and shall name the City of College Station as an additional insured.

Business Auto Coverage Form Insurance

Limits of not less than \$1,000,000 each accident. Such insurance shall include coverage for hired and non-owned vehicles. The City of College Station shall be named as an additional insured.

Professional/Errors & Omissions Liability

Professional Errors and Omissions Liability Insurance shall be maintained during the life of this agreement, for negligent acts, errors or omissions of the Firm or any person employed or acting on the Firm's behalf (including but not limited to Sub-Contractors) in connection with this Agreement, at a limit not less than \$1,000,000 Per Occurrence.

Commercial Crime/Fidelity Bond

Bonds are required for all employees performing work under the agreement with limits of not less than \$500,000.

Claims Made Policies

No "claims made" policies are acceptable without prior approval by the City Attorney. If approved, the Firm warrants that any retroactive date applicable to the coverage precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years after completion of the project. The Firm shall be solely responsible for any Self-Insured Retention, deductible and premium, including any additional premium for Supplemental Extended Reporting Period

option. Proof of coverage shall be furnished to the City of College Station before the work commences.

Certificates of Insurance

The Certificates of Insurance furnished to the City shall contain a provision that coverage under such policies shall not be cancelled or materially changed until at least 30 days prior written notice has been given the City of College Station.

Additional Lines

The City reserves the right to require additional lines of insurance on a case-by-case basis, depending upon the subject matter of the contract and the attendant risks involved in the completion of the contractual work.

Submittals

The successful bidder is responsible for submitting the required insurance certificate within 5 business days of notification of the City's intent to award a contract. Verification must be submitted using the Acord form listed above and all endorsements must be included with the submittal. Failure to meet the insurance requirements stated above and provide the required endorsements within five business days may cause the bid to be rejected.

EXHIBIT "C"

CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

07/01/2004

DATE (MM/DD/YY)
04/30/2004

PRODUCER
Lockton Companies of Colorado, Inc.
8110 E. Union Avenue
Suite 700
Denver CO 80237

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
1036748 Labor Ready, Inc.
(Refer to Attached Named Insured Schedule)
1015 A Street
Tacoma WA 98402

INSURER A: National Union Fire Ins. Co.
INSURER B: Arch Specialty Ins. Co.
INSURER C: Insurance Co. State of Pennsylvania
INSURER D:
INSURER E:

COVERAGES LABRE01 LN

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	4805846	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ XXXXXXXX
	<input checked="" type="checkbox"/> Host Liquor \$1M				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU not Excluded				GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	6612427 (AOS) 6612428 (TX) 6612429 (VA)	07/01/2003	07/01/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX
					AGG \$ XXXXXXXX
B	EXCESS LIABILITY	72ULP1400400	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	<input type="checkbox"/> RETENTION \$				\$ XXXXXXXX
					\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5211832 (AOS) 5211833 (CA) 5211834 (E.L. - MONOP STATES)	07/01/2003	07/01/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Excess Work Comp	5211835 (QSI)	07/01/2003	07/01/2004	WC - Statutory; EL Limit \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The above coverages apply only to Temporary Labor Ready employees dispatched to do work for the Certificate Holder. The Certificate Holder is named as an alternate employer via the attached endorsement. The Certificate Holder is named as an Additional Insured with respect to General Liability only.

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:**

CANCELLATION [M19451]

2024526
City of College Station
Attn: Human Resources
PO Box 9973
College Station, TX 77842-9973

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
William M. O'Connell

Schedule of Named Insureds

Labor Ready Central III, LLP

Labor Ready Central, Inc.

Labor Ready Mid-Atlantic III, LLP

Mid Atlantic, Inc.

Labor Ready Mid-Atlantic, Inc.

Labor Ready Mid-West, Inc.

Labor Ready Northeast, Inc.

Labor Ready Northwest, Inc.

Labor Ready Southeast III, LP

Labor Ready Southeast, Inc.

Labor Ready Southwest, Inc.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

ALTERNATE EMPLOYER ENDORSEMENT

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/03

Policy No. 5211832

Endorsement No.

Insured: Labor Ready, Inc.

Premium T.B.D. at Audit

Insurance Company: National Union Fire Insurance Company

Countersigned by William M. O'Connell &

SCHEDULE

1. Alternate Employer and Address

City of College Station
Human Resources
P.O. Box 9973
College Station, TX 77842-9973

2. State of Special or Temporary Employment If Any

3. Contract or Project

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2. of the Schedule. PART ONE -- WORKERS COMPENSATION INSURANCE and PART TWO -- EMPLOYERS LIABILITY INSURANCE will apply as though the alternate employer is insured. If an entry is shown in Item 3. of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under PART ONE -- WORKERS COMPENSATION INSURANCE we will reimburse the alternate employer for the benefits required by the Worker.

Compensation Law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the Workers Compensation Law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be cancelled according to its terms without sending notice to the alternate employer.

PART FOUR -- YOUR DUTIES IF INJURY OCCURS applies to you and the alternate employer. The alternate employer will recognize our right to defend

under Parts One and Two and our right to inspect under Part Six.

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE STATED.

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