

GENERAL SERVICE AGREEMENT

This Agreement is made and entered into this ²²~~30th~~ day of ^{October}~~September~~ 2024 by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and **PeopleReady, Inc.** a Washington corporation ("Consultant").

RECITALS

A. Consultant is engaged in the business of providing its temporary workers ("Associates") to the City on a temporary basis to perform the services required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the temporary staffing services including but not limited to recruiting, screening, and interviewing Associates prior to assignment with the City for the performance of the work described in this Agreement on the terms and conditions specified herein.

C. City desires to retain Consultant to render the temporary staffing services set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the work described in the attached Attachment 1 that is incorporated by this reference,. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction and supervision of the City through its staff that may be provided from time to time. Performance of the work at City's facility is sometimes referred to herein as "the Project."

The parties agree that Consultant is a vendor of temporary labor, and not a contractor or subcontractor and shall not be responsible for the obligations in the Agreement related to the City's project, including (without limitation) the schedules, trade scope details, business details, performance guarantees, or accuracy or warranties of work. Nor shall Consultant have responsibility for materials or installation, acquiring permits, conducting safety meetings, posting signs, providing water or power, delays, defaults, or furnishing a bond.

Without the prior written agreement of Consultant, the City will not entrust Associates with the care of unattended premises, custody or control of cash, credit cards, valuables or other similar property; nor shall the City allow Associates to operate machinery, equipment or motor vehicles without the prior written permission of Consultant in each occasion.

The City agrees to provide site-specific personal protective equipment, clothing, or devices necessary for any work to be performed or used by the City's employees in the performance of similar work. The City agrees to provide site-specific safety orientation and training to all Associates at the start of an assignment. Consultant conducts a preemployment safety screening and provides general safety awareness through its health and safety program. The City and Consultant agree to comply with all applicable laws, including those relating to health and safety. The City shall not allow the Associates to engage in any unsafe practice.

If the City is not satisfied with any Associate for any reason and the City informs Consultant within two (2) hours of arrival, the City will not be billed for that Associate and Consultant will provide a replacement. Consultant's sole warranty is the replacement of unsatisfactory Associates.

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by Consultant from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. Consultant shall provide Associates to the City for various tasks on an as-needed basis beginning upon the execution of this Agreement. Work shall be completed no later than June 30, 2025. Failure to provide Associates to the City pursuant to this Agreement may result in the delay of payment. Repeated failure to provide Associates to the City in accordance with this Agreement may result in the termination of this Agreement.

4. Compensation. The City will accurately record the daily hours worked by each Associate, and report hours worked to Consultant as agreed. Bill rates will be increased to reflect holiday hours worked and overtime hours worked according to state or local law. The agreed hourly bill rates are subject to adjustment from time to time by Consultant to reflect increases in Consultant's actual or government mandated cost for wages, withholding amounts, governmental taxes, assessments, health care, workers' compensation insurance increases, the City's use of a vendor management system. Consultant shall notify the City no less than fourteen (14) days before the effective date of the increase in the hourly rate along with information supporting the reason for the increase. The City may terminate this Agreement by giving written notice to the Consultant prior to the effective date in the written notice of agreed hourly bill rates; otherwise the adjusted hourly rate will become effective on the date specified in the notice. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. Consultant shall submit weekly billings to City specifying and describing the work performed during the preceding week. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days from date of invoice with no retained percentage withheld from payment and without regard to the City's receipt of payment from any other party. City agrees to pay interest charges of the lesser of 1½% per month, or the maximum rate permitted by law. The City's failure to dispute in writing the charges on any invoice within thirty (30) days of receipt shall constitute acceptance of such charges and a waiver of the right to later dispute or reject any charges stated on the invoice.

The City shall determine and notify Consultant in writing if a prevailing wage, living wage, or any other government mandated minimum statutory wage under the Services Contract Act,

Davis Bacon Act, or any other similar government mandated minimum statutory wage should be paid to the Associates.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents: Confidentiality.

A. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

B. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement. Any audits conducted by or on behalf of the City under this Agreement shall not extend over more than the prior one-year period and City must provide 30-days advance written notice. Such audits shall not include personally identifiable information or trade secret information, and such audits shall be conducted as permitted by law. Absent an indication of fraud, routine audits shall not be conducted more than once per year. The provisions of this Section shall apply notwithstanding anything to the contrary contained herein.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder; no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- (2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide the temporary staffing services including but not limited to recruiting, screening, and interviewing Associates prior to assignment with the City for the performance of the work described in this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 2. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.
- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. Consultant shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
 1001 W. Center Street
 Manteca, CA 95337
 Attention: _____

If to Consultant: _____

 Attention: _____

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

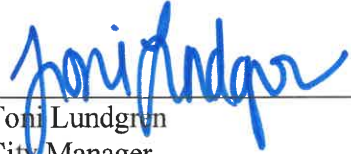
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between Consultant's Proposal/Consultant's attachments and the City's Agreement/City's attachments, the City's Agreement and City's attachments shall take precedence over Consultant's proposal/Consultant's attachments.

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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

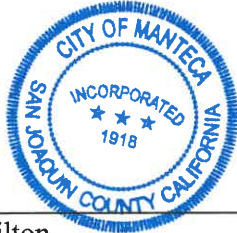


Toni Lundgrun
City Manager


ATTEST:



Cassandra Candini-Tilton,
Director of Legislative Services



COUNTERSIGNED:




Shay Narayan
Director of Finance

*Adriana Taylor, Revenue Manager
On behalf of Shay Narayan*

CONSULTANT:

PeopleReady, Inc.

(Type name of Consultant/form of organization)*

By: 

(Signature)

Logan Bradley
Contract Services Manager
2024.09.30 13:54:33 -07'00'

(Type name and title)


By: Samantha Palmer

(Signature)

Digitally signed by Samantha
Palmer
Date: 2024.09.30 15:56:36 -05'00'

(Type name and title)

COUNTERSIGNED:




Stephanie Van Steyn,
Director of Human Resources

Address: PO BOX 641034 | Pittsburgh, PA 15264-1034

Branch Phone: 1 (209) 668-5420

Telephone: _____

APPROVED AS TO FORM:



Daniella G. Green
Assistant City Attorney

ATTACHMENT 1

SCOPE OF WORK

From: [1552 - Branch](#)
To: [Avneet Mahil](#)
Cc: [Bradley, Logan](#); [Meinhofer, Mark](#)
Subject: Re: Manteca - People Ready
Date: Wednesday, September 25, 2024 12:17:51 PM
Attachments: [image001.png](#)
[image002.jpg](#)
[Outlook-A blue bac.png](#)

This Message Is From an External Sender

WARNING! This message came from outside your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Report Suspicious](#)

Hello All-

When contacted from The City of Manteca for the exchange of the garbage can project, we were informed that it would be every other week this time around. The city is asking for 4 associates for an 8-hr shift (6am-2:30pm). The duties include, delivering carts, cutting carts and stacking carts for delivery to recycle center. Also, miscellaneous duties around the city of Manteca. The rate for this job is \$35.19 per worker, per hour.

Please let us know if there is anything else we can assist with.

Thank -You,

*Asia Aguilera
Branch Manager and Staff*

We Are Ready,

*Office (209) 825-7974
1552-br@peopleready.com
peopleready.com
142 N Grant Ave, Suite C | Manteca, CA 95336*



A blue background with white text □ □ Description automatically generated



ATTACHMENT 2
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

7/1/2025

DATE (MM/DD/YYYY)

9/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co Pitts. PA		19445
INSURER B: AIU Insurance Company		19399
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 18704150 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$2M GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1728914	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	4594310 (AOS) 4594309 (MA)	7/1/2024 7/1/2024	7/1/2025 7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	BE 020407826	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	014111693(AOS) 014111695(CA), 014111697(WI)	7/1/2024 7/1/2024	7/1/2025 7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Excess Work Comp	N	N	XWC 6583202	7/1/2024	7/1/2025	Limit: Statutory, SIR: \$350k ea. accident	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The above coverages apply only to temporary employees dispatched to do work on behalf of the Named Insured. The City of Manteca, its officers, officials, employees, agents, and volunteers are included as Additional Insured if required by written contract between the Named Insured and The City of Manteca as respects General Liability. General Liability policy is primary and non-contributory. Waiver of Subrogation applies on General Liability if required by written contract, where permissible by law.

CERTIFICATE HOLDER

CANCELLATION See Attachments

18704150The City of Manteca
1001 W. Center Street
Manteca, CA 95337

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SCHEDULE OF NAMED INSUREDS
TrueBlue, Inc. Affiliates'

Centerline Drivers, LLC
CLP Resources, Inc.
Labor Ready, Inc.
PeopleReady, Inc.
PeopleReady Florida, Inc.
Project Trade Solutions, LLC
Spartan Staffing, LLC
TrueBlue, Inc.
TrueBlue Enterprises, Inc.
Venue Ready, LLC
Job Rooster, Inc.
RenewableWorks, LLC

ENDORSEMENT

This endorsement, effective 12: 01 A.M. 7/1/2024 forms a part of
policy No. 1728914 issued to TRUEBLUE, INC.
by National Union Fire Ins Co Pitts. PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to read:

Any person(s) or organization(s) to whom you become obligated to include as an additional insured under this policy as a result of any written contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy to that person or organization, but only with respect to liability for any "bodily injury", "property damage" or "personal and advertising" caused by your acts or omissions or the acts or omissions of those acting on your behalf

1. in the performance of your ongoing operations; or
2. In connection with premises owned by or rented to you.

However, the insurance provided to such additional insured will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by the written contract or agreement.

All other terms, conditions, endorsements of the policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 7/1/2024 forms a part of

policy No. **GL 1728914**

by **National Union Fire Ins Co Pitts. PA**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY COVERAGE FOR SPECIFIED PERSONS OR ORGANIZATIONS NAMED AS ADDITIONAL INSURED - ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II - WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to the performance of your ongoing operations for the additional insureds:

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This insurance is primary over any similar insurance available to any individual or entity we have added to this policy as an additional insured. However, this insurance is primary over the other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.

POLICY NUMBER: 1728914

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER
INTO.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -
COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:
We waive any right of recovery we may have against the person or organization shown in the Schedule
above because of payments we make for injury or damage arising out of your ongoing operations or "your
work" done under a contract with that person or organization and included in the "products-completed
operations hazard". This waiver applies only to the person or organization shown in the Schedule above.