

SERVICE AGREEMENT NO. 3311

AIRCRAFT RESCUE FIRE TRUCKS REPAIRS INSPECTIONS AND MAINTENANCE

THIS **Aircraft Rescue Fire Trucks Repairs, Inspections, and Maintenance Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Global ARFF Services, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Aircraft Rescue Fire Trucks Repairs, Inspections, and Maintenance in response to Request for Bid/Proposal No. 3311 ("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 Aircraft Rescue Fire Trucks Repairs, Inspections, and Maintenance ("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 five years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department, or the performance date listed in the notice to proceed, whichever is later. The parties may mutually extend the term of this Agreement for up to zero additional zero -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 \$394,530.36, 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: Chief, John Hyland
Department: Corpus Christi International Airport
Phone: (361) 289-0171 Ext. 1221
E-mail: tylerm@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 a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase

release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

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

8. Warranty.

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

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

(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.** In performing the Services, Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments and Changes.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City. Any changes that alter the method, price, or schedule of work must be allowable, allocable, within the scope of any federal grant or cooperative agreement, and reasonable for the completion of the project scope.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: John Hyland
Title: Chief of Public Safety
Address: Corpus Christi International Airport
1000 International Drive, Corpus Christi, Texas 78406
Phone: (361)289-0171 Ext.1221

IF TO CONTRACTOR:

Global ARFF Services, LLC
Attn: Shayne Lawrence
Title: Service Manager
Address: 1610 E. Main Street, Waxahachie, Texas 75165
Phone: (877) 912-9991
Cell: (214) 538-4739

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) **Termination for Cause.** 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) **Termination for Convenience.** 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. In the event of termination for convenience, the Contractor will be compensated for all Services performed prior to the date of termination. The City shall have no further obligations to the Contractor.

19. Effect of Breach. In addition to the remedy of termination, if the Contractor violates or breaches any provision of the Agreement, the City may pursue any other claims

or causes of action available under the law. No specific sanctions or penalties apply to this Agreement except those that are otherwise available under the law.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. 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.
- 22. 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.
- 23. 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).
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. Federal Funding Requirements.** This project is subject to requirements provided for the Federal Aviation Administration (FAA) and/or other federal agencies. A set of Federal Requirements has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services. The Contractor will insert in any subcontracts all Federal Provisions/Requirements contained in the Agreement, such other clauses as the FAA, or its designee may by appropriate instructions require and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses.

[Signature Page Follows]

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Josh Chronley
Interim Assistant Director, Contracts and Procurement

Date: _____

APPROVED AS TO LEGAL FORM

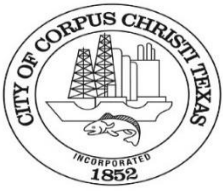
Assistant City Attorney Date

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
Attachment E: Federal Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3311
Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

PROJECT NAME: Corpus Christi International Airport Public Safety Preventive Maintenance and Performance Inspections of Aircraft Rescue and Fire Fighting (ARFF) Vehicles.

PROJECT ADDRESS: Corpus Christi International Airport
1000 International Drive
Corpus Christi, TX 78406

SCOPE OF WORK:

- I. The Contractor shall provide Preventive Maintenance and Performance Inspections. for the Airport Public Safety Department to verify that each apparatus is performing to the manufacturer's, National Fire Protection (NFPA) 41, Standard for Aircraft Rescue and Fire Fighting Vehicles (Current Addition), and Federal Aviation Administration (FAA) AC 150/5220-10 Section 6.4, Guide Specifications for ARFF vehicles.
- II. The designated inspector must have attended training and be authorized to conduct the inspections as per the manufacturer's requirements. Proper documentation, including a verification certificate to perform, inspections and repairs, and itemized documentation report for each vehicle must be provided to the Contract Administrator.
- III. Contractor shall submit an estimate to the Contract Administrator for any repairs that will be needed.
- IV. Preventive Maintenance and Performance Inspection of ARFF Vehicles shall include but is not limited to the following systems:
 - a. Drive Train Components (including, engine, cooling, transmission, exhaust, brake, electrical, hydraulic, suspension, and fuel systems)
 - b. Fire Suppression Systems (including Agent tanks, piping, couplings, valves, fire pump, pressure relief valves, drains, level indicator lights and sensors, water tank including overflows).
 - c. AFFF Foam System (including tank, drains, piping, valves, turrets, discharges, intakes, gauges, nozzles, flushing, AFFF transfer pump, foam proportioning including a verification of correct percentage of flow from each discharge).
 - d. Vehicle turrets including High Reach and Low Attack Turrets, under truck nozzles and both dual agent and single agent handlines as applicable.
 - e. Dry Chemical System (including hydrostatic test dates, piping, valves, tanks, Nitrogen cylinders,
 - f. Closed Circuit and Thermal Imaging Camera Systems (including monitors, cameras, and DVRs).

- g. Electrical System and Warning Devices (including batteries, alternator, battery charger, emergency and work lighting, spot and flood lights, scene lights, audible warning devices, power receptacles and auxiliary generator.
- h. Testing (including AFFF Conductivity, Speed and acceleration, Drop Tank, agent flow distancing and pattern)
- V. Contractor shall coordinate with Administrator so that the inspection and testing process shall occur at CCIA prior to the annual FAA Part 139 Inspection. Typically, this inspection occurs in the month of June each year but is subject to change. Contractor shall provide a complete itemized inspection report of the whole vehicle including any discrepancies, and an estimate cost for parts and repairs for each discrepancy.
- VI. Contractor shall perform testing and preventive inspections on the following vehicles:

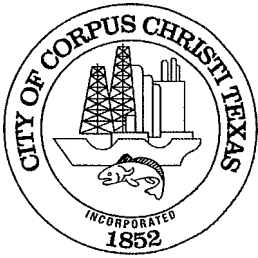
Rescue 1 (R1) Unit 1015*
2001 Oshkosh IT 1500-S
Serial #: 10TBK8Z1S070406
Class 4 ARFF Vehicle

**This unit will be replaced in 2021 with a new Oshkosh Global Stryker 1500 w/ HRET and will be part of the inspection and testing SA for years two through five of this agreement. Administrator will notify vendor when new vehicle is placed in service and the unit number.*

Rescue 2 (R2) Unit 1063
2018 Oshkosh Global Stryker 1500 w/ HRET
Serial #: 10TADLJF5JA785037
Class 4 ARFF Vehicle

Rescue 3 (R3) Unit 1064
2006 E-One Titan HPR 4x4
Serial # 4ENGAAA8161000081
Class 4 ARFF Vehicle

Rescue 4 (R4): Unit 1078
2008 Ford F550 /Crash Rescue Quick Attack vehicle
Serial #: 1FDXX46Y38ED61800



ATTACHMENT B: QUOTE/PRICING SCHEDULE

CITY OF CORPUS CHRISTI QUOTE FORM

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

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

DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL
ANNUAL INSPECTIONS				
Annual Testing & Preventative Inspection for Aircraft Rescue Fire Trucks – CCIA Unit No. 1015 – Rescue 1 Unit No. 1063 – Rescue 2 Unit No. 1064 – Rescue 3 Unit No. 1078 – Rescue 4 Year One	4	Ea	1,983.86	7,935.44
Annual Testing & Preventative Inspection for Aircraft Rescue Fire Trucks – CCIA Unit No. TBD– Rescue 1 Unit No. 1063 – Rescue 2 Unit No. 1064 – Rescue 3 Unit No. 1078 – Rescue 4 Year Two	4	Ea	2,043.38	8,173.52
Annual Testing & Preventative Inspection for Aircraft Rescue Fire Trucks - CCIA Unit No. TBD – Rescue 1 Unit No. 1063 – Rescue 2 Unit No. 1064 – Rescue 3 Unit No. 1078 – Rescue 4 Year Three	4	Ea	2,104.68	8,418.72
Annual Testing & Preventative Inspection for Aircraft Rescue Fire Trucks - CCIA Unit No. TBD – Rescue 1 Unit No. 1063 – Rescue 2 Unit No. 1064 – Rescue 3 Unit No. 1078 – Rescue 4 Year Four	4	Ea	2,167.82	8,671.28
Annual Testing & Preventative Inspection for Aircraft Rescue Fire Trucks – CCIA Unit No. TBD – Rescue 1 Unit No. 1063 – Rescue 2 Unit No. 1064 – Rescue 3 Unit No. 1078 – Rescue 4 Year Five	4	Ea	2,232.85	8,931.40

LABOR AND REPAIRS				
Labor – Regular Hours (Monday – Friday, 8AM – 5PM) Year One	250	Hrs	132.50	33,125.00
Labor – Regular Hours (Monday – Friday, 8AM – 5PM) Year Two	250	Hrs	136.50	34,125.00
Labor – Regular Hours (Monday – Friday, 8AM – 5PM) Year Three	250	Hrs	140.50	35,125.00
Labor – Regular Hours (Monday – Friday, 8AM – 5PM) Year Four	250	Hrs	144.50	36,125.00
Labor – Regular Hours (Monday – Friday, 8AM – 5PM) Year Five	250	Hrs	150.00	37,500.00
Labor –After-Hours, Weekends, Holidays, Emergencies Year One	100	Hrs	152.50	15,250.00
Labor –After-Hours, Weekends, Holidays, Emergencies Year Two	100	Hrs	157.50	15,750.00
Labor –After-Hours, Weekends, Holidays, Emergencies Year Three	100	Hrs	162.50	16,250.00
Labor –After-Hours, Weekends, Holidays, Emergencies Year Four	100	Hrs	167.50	16,750.00
Labor –After-Hours, Weekends, Holidays, Emergencies Year Five	100	Hrs	172.50	17,250.00
Travel and Lodging - Allowance	5	Yrs	1,750.00	8,750.00
	Estimated Spend		Mark-up % +/-	Total Parts
PARTS / MATERIALS / FABRICATION (five-year estimate)	\$80,000.00		8 %	86,400.00
TOTAL				394,530.36

COMPANY: Global ARFF Services LLC

NAME OF PERSON AUTHORIZED TO SIGN: Shayne Lawrence

ADDRESS: 1362 E. Richey Rd

CITY / STATE/ZIP: Houston, TX 77073

PHONE: 972-576-1200

EMAIL: slawrence@siddons-martin.com

FAX: 972-576-1202

DATE: 01/18/2021

SIGNATURE: Shayne Lawrence
Digitally signed by Shayne Lawrence
Date: 2021.01.19 11:33:33 -06'00'

TITLE: Service Manager

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

ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

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

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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000
GARAGE KEEPERS PHYSICAL DAMAGE COVERAGE including: 1. Physical Damage on a Direct Primary Basis	Actual Cash Value of Vehicles While in Care, Custody or Control

- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy 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.

C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.

C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor 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. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

E. 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;

F. 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.

- a. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- b. 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, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this 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.

Bond Requirements:

No bond requirements, therefore, Agreement Section 5 Insurance; Bond subsection 5(B), is hereby void.

2020 Insurance Requirements

Ins. Req. Exhibit **4-J**

Contracts for General Services – Services Performed Onsite - Garage Keepers

04/14/2020 Risk Management – Legal Dept

ATTACHMENT D: WARRANTY REQUIREMENTS

All parts and labor shall be warrantied for a minimum of 90 days.

ATTACHMENT E:

FEDERAL REQUIREMENTS

E.1 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

E.2 Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

E.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).