



SERVICE AGREEMENT NO. 2659

Purchase of Radios for Public Safety

THIS **Purchase of Radios for Public Safety Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Dailey and Wells Communications, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Purchase of Radios for Public Safety in response to Request for Bid/Proposal No. 2659 ("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 Purchase of Radios for Public Safety ("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 three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-years 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 \$3,567,032.19, 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:

Peter Collins
IT Department
361-826-3735
PeterC@cctexas.com

5. **Insurance; Bonds.**

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

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

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

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

8. **Warranty.**

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

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

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

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

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

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

- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Peter Collins
Interim Director of Information Technology
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3735
Fax: n/a

IF TO CONTRACTOR:

Dailey and Wells Communications, Inc.
Attn: Edward Martinez
Major Accounts Representative
3440 E. Houston St., San Antonio, TX 78219
Phone: 361-548-5660
Fax: 210-893-6702

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

18. **Termination.**

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

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

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

- 20. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 21. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 22. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 23. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Kim Baker
Director of Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 2659
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1. The Contractor shall provide 585 XL-200 (XL-PFM1M) portable radios for Police Department.
2. The Contractor shall provide 185 XL-200 (XL-PFM1M-C1D2) portable radios with Haz Loc feature for Fire Department.
3. The Contractor shall provide 40 XG-75 (MAMW-SDMXX) mobile radios for Police and Fire Department.
4. The Contractor shall ship radio equipment to the Dailey-Wells Corpus Christi facility for inventory and deployment.
5. The Contractor shall install all work at 321 John Sartain St., Corpus Christi, TX 78401. (Corpus Christi Police Department)
6. The Contractor shall conduct his work during normal business hours.
7. The Contractor shall install 40 XG-75 mobile radios.
8. The Contractor shall develop XL/XG radio personalities with Corpus Christi.
9. The Contractor shall program the portable and mobile radios consistent with system database of users with Corpus Christi approved personality.
10. The Contractor shall enter the defined User ID for the radios during programming.
11. The Contractor shall program all portables and mobiles for P25 operation.
12. The Contractor shall ensure that all the provided radios will be capable of both EDACS and P25 operation to enable a smooth and seamless migration to P25 systems.
13. The Contractor shall ensure that each radio includes the P25 phase 2 feature license and single-key AES encryption for operating on the fully deployed P25 system.

3440 E. Houston St., San Antonio, TX 78219
 Fed Tax ID: 74-1873279

To: Peter Collins
 For: City of Corpus Christi IT
 Phone: 361-826-3735
 Date: 1-Oct-19
 email: peterc@ccetexas.com

From: Edward Martinez
 Major Accounts Representative
 Dailey-Wells Communications
 361-548-5660 Cell
 210.893.6702 Fax
emartinez@dwcomm.com

XL-200P PORTABLE, FULL KEYPAD, 700/800

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
POLICE DEPARTMENT PORTABLE RADIOS							
1	XL-PFM1M	PORTABLE,XL-200P,FULL,MIDNT BLK,US	585	\$ 2,900.00	26%	2,146.00	\$ 1,255,410.00
2	XL-PL4L	FEATURE, SINGLE BAND, 7/800	585	\$ 0.01	100%	-	\$ -
3	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	585	\$ 250.00	26%	185.00	\$ 108,225.00
4	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	585	\$ 0.01	0%	0.01	\$ 5.85
5	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	585	\$ 0.01	0%	0.01	\$ 5.85
6	XL-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	585	\$ 2,000.00	26%	1,480.00	\$ 865,800.00
7	XL-PA3V	BATTERY,LI-ION,3100 MAH	585	\$ 150.00	26%	111.00	\$ 64,935.00
8	XL-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	585	\$ 35.00	26%	25.90	\$ 15,151.50
9	XL-AE2V	SPEAKER MIC, REVO NC2, C1D2	585	\$ 190.00	26%	140.60	\$ 82,281.00
10	XL-HC4K	CASE,LEATHER,PREMIUM,BELT LOOP,D-SWIVEL	585	\$ 145.00	26%	107.30	\$ 62,770.50
11	XL-CH4X	CHARGER,1-BAY	585	\$ 150.00	26%	111.00	\$ 64,935.00
TOTAL FOR RADIO PACKAGE:				\$ 5,820.03		\$ 4,306.82	
12	DWC-Labor	Radio Programming	585	\$ 37.50	0%	37.50	\$ 21,937.50
13	DWC-Shipping	Shipping / Handling	585	\$ 12.10	0%	12.10	\$ 7,078.50
						Sub Total	\$ 2,548,505.70

XL-200P PORTABLE, FULL KEYPAD, 700/800 UL HAZ LOC C1D1

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
FIRE DEPARTMENT PORTABLE RADIOS							
1	XL-PFM1M	PORTABLE,XL-200P,FULL,MIDNT BLK,US	185	\$ 2,900.00	26%	2,146.00	\$ 397,010.00
2	XL-PL4L	FEATURE, SINGLE BAND, 7/800	185	\$ 0.01	100%	-	\$ -
3	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	185	\$ 250.00	26%	185.00	\$ 34,225.00
4	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	185	\$ 0.01	0%	0.01	\$ 1.85
5	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	185	\$ 0.01	0%	0.01	\$ 1.85
6	XL-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	185	\$ 2,000.00	26%	1,480.00	\$ 273,800.00
7	XL-PA2A	BATT, LION, 3100, HAZLOC RADIO UL C1D2	185	\$ 225.00	26%	166.50	\$ 30,802.50
8	XL-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	185	\$ 35.00	26%	25.90	\$ 4,791.50
9	XL-AE2W	SPEAKER MIC, 500F, XL-200P	185	\$ 399.00	26%	295.26	\$ 54,623.10
10	XL-HC4K	CASE,LEATHER,PREMIUM,BELT LOOP,D-SWIVEL	185	\$ 145.00	26%	107.30	\$ 19,850.50
11	XL-CH4X	CHARGER,1-BAY	185	\$ 150.00	26%	111.00	\$ 20,535.00
TOTAL FOR RADIO PACKAGE:				\$ 6,104.03		\$ 4,516.98	
12	DWC-Labor	Radio Programming	185	\$ 37.50	0%	37.50	\$ 6,937.50
13	DWC-Shipping	Shipping / Handling	185	\$ 12.10	0%	12.10	\$ 2,238.50
						Sub Total	\$ 844,817.30
						Portable Radios Extended Total	\$ 3,393,323.00

XG-75M Mobile, Scan Model, Remote Mount, 764/870MHz,

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
POLICE DEPARTMENT MOBILE RADIOS							
1	MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX	16	\$ 2,300.00	26%	1,702.00	\$ 27,232.00
2	MAMW-NPL3R	Feature,Max(1024+) System/Groups	16	\$ 0.01	0%	0.01	\$ 0.16
3	MW-PL4F	Feature, P25 Phase 2, TDMA	16	\$ 250.00	26%	185.00	\$ 2,960.00
4	MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	16	\$ 0.01	0%	0.01	\$ 0.16
5	MW-PL4U	Feature, Single-Key DES Encryption	16	\$ 0.01	0%	0.01	\$ 0.16
6	MW-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	16	\$ 1,600.00	26%	1,184.00	\$ 18,944.00
7	MAMW-NGP9E	CONTROL UNIT, CH-721, SCAN, REMOTE MOUNT	16	\$ 720.00	26%	532.80	\$ 8,524.80
8	MAMW-NZN7R	ACCESSORIES,XG-75M/M7300 REMOTE MOUNT	16	\$ 360.00	26%	266.40	\$ 4,262.40
9	MAMW-NMCTZ	MICROPHONE,STD,STRAIGHT CONNECTOR	16	\$ 80.00	26%	59.20	\$ 947.20
10	AN-225001-001	Antenna,Element,700/800 3dB	16	\$ 90.00	26%	66.60	\$ 1,065.60
11	AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	16	\$ 80.00	26%	59.20	\$ 947.20
				TOTAL FOR RADIO PACKAGE:		\$ 5,480.03	\$ 4,055.23
12	DWC-Labor	Radio Programming	16	\$ 37.50	0%	37.50	\$ 600.00
13	DWC-Labor	Mobile Radio Installation	16	\$ 235.00	0%	235.00	\$ 3,760.00
14	DWC-Shipping	Shipping/Handling	16	\$ 15.00	0%	15.00	\$ 240.00
				Sub Total		\$ 69,483.68	

XG-75M Mobile, Scan Model, Remote Mount, 764/870MHz,

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
FIRE DEPARTMENT MOBILE RADIOS							
1	MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX	24	\$ 2,300.00	26%	1,702.00	\$ 40,848.00
2	MAMW-NPL3R	Feature,Max(1024+) System/Groups	24	\$ 0.01	0%	0.01	\$ 0.24
3	MW-PL4F	Feature, P25 Phase 2, TDMA	24	\$ 250.00	26%	185.00	\$ 4,440.00
4	MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	24	\$ 0.01	0%	0.01	\$ 0.24
5	MW-PL4U	Feature, Single-Key DES Encryption	24	\$ 0.01	0%	0.01	\$ 0.24
6	MW-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	24	\$ 1,600.00	26%	1,184.00	\$ 28,416.00
7	MAMW-NGP9E	CONTROL UNIT, CH-721, SCAN, REMOTE MOUNT	24	\$ 720.00	26%	532.80	\$ 12,787.20
8	MAMW-NZN7R	ACCESSORIES,XG-75M/M7300 REMOTE MOUNT	24	\$ 360.00	26%	266.40	\$ 6,393.60
9	MAMW-NMCTZ	MICROPHONE,STD,STRAIGHT CONNECTOR	24	\$ 80.00	26%	59.20	\$ 1,420.80
10	AN-225001-001	Antenna,Element,700/800 3dB	24	\$ 90.00	26%	66.60	\$ 1,598.40
11	AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	24	\$ 80.00	26%	59.20	\$ 1,420.80
				TOTAL FOR RADIO PACKAGE:		\$ 5,480.03	\$ 4,055.23
12	DWC-Labor	Radio Programming	24	\$ 37.50	0%	37.50	\$ 900.00
13	DWC-Labor	Mobile Radio Installation	24	\$ 235.00	0%	235.00	\$ 5,640.00
14	DWC-Shipping	Shipping/Handling	24	\$ 15.00	0%	15.00	\$ 360.00
				Sub Total		\$ 104,225.52	
				Mobile Radios		Extended Total	\$ 173,709.20
				Overall Total		\$ 3,567,032.20	

P.O TBD

Bill to: City of Corpus Christi
Accounts Payable
PO Box 9277
Corpus Christi TX 78469-9277

Ship To: City of Corpus Christi
Police Department
321 John Sartain St
5th Floor
Corpus Christi TX 78401

SPECIAL TERMS:

Dailey-Wells Payment for \$3,567,032.20 with 0%
Interest to City detailed on separate agreement
with the following payment schedule:

Payment 1 Due Nov.22, 2019: \$ 1,189,010.73
Payment 2 Due Oct 1, 2020: \$ 1,189,010.73
Payment 3 Due Oct 1, 2021: \$ 1,189,010.73
Pricing: Valid until November 30, 2019 \$ 3,567,032.19

Attachment C: Insurance and Bond Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.

2. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
ERRORS & OMISSIONS	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
CYBER LIABILITY	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit

WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employers Liability	\$500,000/\$500,000/\$500,000

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

B. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
2. 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.
3. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

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

4. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
5. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
 6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
 7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
 8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements

Ins. Req. Exhibit **7- I** - IT Contracts – Software Support, Configuration, Implementation and Maintenance - Hardware Installation – Auto Liability

05/01/2019 Risk Management – Legal Dept.

No bond is required for this service agreement.

U.S. EQUIPMENT WARRANTY

- A. Harris Corporation, a Delaware Corporation, through its Communication Systems Segment (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty and are warranted under a separate Rechargeable Battery Warranty (ECR-7048).
- B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only
 2. for service parts, ninety (90) days
 3. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months
 4. for Unity® model Subscriber Units, thirty-six (36) months
 5. for radio accessories, one (1) year
 6. for all other equipment of Seller's manufacture, one (1) year
- C. During the Warranty Period, if Hardware fails to meet the foregoing warranties, Seller shall, at its option, correct the failure by: (1) repairing defective or damaged parts or Hardware, or (2) making available any necessary repaired or replacement parts, or (3) by providing new or refurbished parts or new or refurbished equipment. Seller will be responsible for shipping charges incurred in returning repaired parts, replacement parts, or hardware to Buyer. All warranty work must be conducted during normal business hours at Seller's place of business. Any repaired or replacement parts or Hardware furnished hereunder shall be warranted for the remaining unexpired portion the original Warranty Period of that part or Hardware. The original Warranty Period shall not be extended. Where such failure cannot be corrected by Seller's commercially reasonable efforts, Seller will refund to Buyer the fees paid for the parts or Hardware less depreciation.
- D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

THIS WARRANTY APPLIES ONLY WITHIN THE UNITED STATES.

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