



SERVICE AGREEMENT NO. 2102

Inspection, Cleaning, & Repair of Bunker Gear for CCFD

THIS **Inspection, Cleaning, & Repair of Bunker Gear for CCFD Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Gear Cleaning Solutions LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide inspection, cleaning, & repair of bunker gear for CCFD in response to Request for Bid/Proposal No. 2102 ("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 inspection, cleaning, & repair of bunker gear for CCFD ("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 Purchasing Division. 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 in writing and 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 \$390,000, 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. 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:

Adam Guerra
Fire Department
361-826-3908
AdamG@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: Adam Guerra
Fire Captain
1501 Holly Road, Corpus Christi, Texas 78417
Phone: 361-826-3908
Fax: 361-826-4449

IF TO CONTRACTOR:

Gear Cleaning Solutions, LLC

Attn: Beth Berkobien

Controller/Office Manager

2221 Manana Dr., Ste 190, Dallas, Texas 752250

Phone: 214-774-2213

Fax: 214-774-2438

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 perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term 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. **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.
20. **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.
21. **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).
22. **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.
23. **Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
24. **Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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: Rick Johnson

Title: President/Owner

Date: 2/11/2019

CITY OF CORPUS CHRISTI

Kim Baker
Assistant Director of Finance – Purchasing Division

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. 2102
Exhibit 2: Contractor’s Bid/Proposal Response

Attachment A: Scope of Work

These specifications cover the basic requirements for Inspection Cleaning and Repair of Bunker Gear in accordance with NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensemble for Structural Fire Fighting and Proximity Fire Fighting, 2014 Edition. **Section 6.3 Advanced Inspection, Section 7.3 Advance Cleaning and Decontamination and Chapter 8 Repairs.**

- A. All firefighting gear shall require advanced cleaning, advanced inspection and repairs of firefighting gear in accordance with NFPA 1851: Standard on Selection, Care and Maintenance of Protective Ensemble for Structural Fire Fighting and Proximity Fire Fighting, 2014 Edition.
- B. Contractor shall pick up firefighting gear at the following location:

Fire Department Warehouse
1501 Holly Road
Corpus Christi, TX 78417
- C. Contractor shall deliver firefighting gear within 48 hours after picking up.
- D. Contractor shall track and document all key steps in the advanced cleaning, advanced inspection and repair of firefighting gear in accordance with NFPA 1851. The Corpus Christi Fire Department (CCFD) will request record of all firefighting gear that have been advanced cleaned, inspected and repaired with the specifics of what repairs were completed.
- E. The work must be performed by an Independent Service Provider (ISP) that is authorized to work on Globe Fire Suits Structural firefighting gear.
- F. Contractor shall be an authorized repair dealer for Globe Fire Suits and able to provide CCFD with the free hook and loop ("Velcro") repair that is currently received from Globe Fire Suits.
- G. Firefighting gear that is under warranty shall be repaired by the manufacturers authorized warranty repair dealer at no charge to the CCFD.
- H. The annual quantities required for a 12-month period is approximately 638 sets of firefighting gear per year.



Dallas Office
2221 Manana Dr, Ste 190
Dallas, TX 75220
(214) 774-2213

San Antonio Office
4366 Centergate Dr
San Antonio, TX 78217
(210) 595-7705



Firefighters

cleaning • rental • products

"TAKING CARE OF THE GEAR... THAT TAKES CARE OF YOU."

Cleaning and Disinfecting

C1	Adv. Cleaning & Inspection (Coat or Pant)	\$	27.00
C3	Pre Wash	\$	12.00
C4	Spot Clean	\$	6.00
C5	Ultra Cleaning Decon (Coat Or Pant)	\$	75.00
C2	Adv. Cleaning (Coat or Pant)	\$	19.00
7	Adv. Inspection (Coat or Pant)	\$	10.00
I121	Inspect Shell only (Coat or Pant)	\$	6.00
C8	Adv. Cleaning Boots	\$	5.00
C9	Adv. Inspection Boots	\$	5.00
CI10	Adv. Cleaning (Hood or Gloves)	\$	2.00
CI11	Adv. Inspection (Hood or Gloves)	\$	2.00
CI12	Adv. Cleaning Helmet	\$	5.00
I121	Adv. Inspection Helmet	\$	5.00
CI14	Glove or Hood Decon Helmet Decon	\$	10.00

Coat Repairs Continued...

General Repairs

CR30	Coat Zipper	\$	56.70
CR31	Coat-Add Inspection Port	\$	80.06
CR32	Coat-Leather Pocket	\$	26.78
CR33	Cuff Coat- Arashield/Fabric/Leather	\$	19.53
CR34	Pant Cuff- Arashield/Fabric/Leather	\$	19.53
CR35	Flashlight Pocket	\$	23.31
CR36	Leather Elbow Patches	\$	22.05
CR37	Leather Shoulder Patches	\$	21.56
CR38	Mic Loop	\$	15.75
CR39	Patch 12x12	\$	60.48
CR40	Patch 4x4	\$	10.71
CR41	Patch 8x8	\$	26.88
CR42	Patch Per Sq Inch	\$	0.63
CR43	Radio Pocket	\$	50.93
CR44	Radio Pocket Notch	\$	12.60
CR45	Radio Pocket W/Leather	\$	64.66
CR46	Restitch- Up to 12"	\$	4.83
CR47	Survivor Falshlight holder	\$	23.31
CR48	Waterwell	\$	31.41
CR49	Wristlet	\$	24.63
CR50	Replace Arm	\$	123.17
CR51	Replace Entire Collar	\$	84.99
CR52	Shoulder Pad	\$	21.56
CR53	Shoulder Patches	\$	15.14
CR54	Sunlance	\$	23.31
CR55	Thumbhole Wristlets	\$	30.87
CR56	Trim All On Coat- Scotchlite Trim	\$	141.75
CR57	Trim All On Coat- Triple Trim	\$	189.00

**We provide local and long distance
pick-up and delivery services, call our
office for more information!**

(214) 774-2213

**Coat Repairs
Velcro**

CV90	Velcro @ Collar Shell per inch	\$	1.05
CV91	Velcro @ Flashlight Holder per inch	\$	1.05
CV92	Velcro @ Pockets per inch	\$	1.05
CV93	Velcro @ Radio Pocket per inch	\$	1.05
CV94	Velcro @ Throat Strap per inch	\$	1.05
CV95	Velcro @ Collar Liner per inch	\$	1.05
MV96	Velcro Misc. per inch	\$	1.05
CV97	Velcro One Side Stormflap	\$	22.05
CV98	Stormflap Velcro (Hook and Loop)	\$	44.10

Coat Thermal

CT70	Thermal Coat	\$	136.50
CT71	Thermal Patch per Sq Inch	\$	0.63
CT72	Thermal patch up to 12x12	\$	32.71
CT73	Thermal patch up to 4x4	\$	6.87
CT74	Thermal Patch up to 8x8	\$	13.04

Coat Moisture

CM80	Moisture Coat	\$	173.25
CM81	Moisture Patch (Per Inch)	\$	0.75
CM82	Moisture Patch 12x12	\$	51.41
CM83	Moisture Patch 4x4	\$	8.56
CM84	Moisture Patch 8x8	\$	22.85
CM85	Moisture Seam Tape (Per Inch)	\$	1.26
RSB87	Reseal Moisture Barrier	\$	126.00
RST	Reseal Tape	\$	10.50



Dallas Office
2221 Manana Dr, Ste 190
Dallas, TX 75220
(214) 774-2213

San Antonio Office
4366 Centergate Dr
San Antonio, TX 78217
(210) 595-7705



Firefighters

cleaning • rental • products

"TAKING CARE OF THE GEAR... THAT TAKES CARE OF YOU."

General Hardware

H160	D-ring-with Rivets and Leather Back	\$	10.71
H161	Grommets	\$	4.58
H162	Hanging Hook	\$	8.19
H163	Hook-With Rivets and Leather Back	\$	10.29
H164	Replace Zipper Head	\$	5.25
H165	Rivets	\$	4.58
H166	Snaps	\$	4.83
H167	Suspender Button	\$	4.83
H168	Install Pass Hook Or Strap	\$	15.33

Alterations

A180	Increase Chest Per Inch	\$	55.91
A181	Increase Hips per inch	\$	54.91
A182	Increase Waist per Inch	\$	53.94
A183	Install DRD Retrofit	\$	187.95
A184	Lengthen Coat per Inch	\$	45.42
A185	Lengthen pant- Wildland (per Inch)	\$	46.42
A186	Lengthen Pants per Inch	\$	31.42
A187	Lengthen Pants per inch- Wildland Gear	\$	34.65
A188	Lengthen Sleeve per Inch	\$	53.40
A189	Reduce Chest per inch	\$	51.40
A190	Reduce Waist per inch	\$	20.79
A191	Shorten Coat per inch	\$	54.18
A192	Shorten Pants/ Liner per two inches	\$	93.98
A193	Shorten Pants per inch-Wildland Gear	\$	34.65
A194	Shorten Sleeves per inch	\$	45.36
A195	Move Knees Up 1"	\$	15.75
A196	Move Radio Pocket (Includes Trim)	\$	15.75

Pant Repairs

Velcro

PR111	Velcro @ Fly (Hook & Loop)	\$	26.25
PR112	Velcro One Side Of Fly	\$	13.13
PV152	Velcro @ Pockets per inch	\$	1.05
MV96	Velcro Misc. per inch	\$	1.05

Pant Repairs Continued...

General Repairs

PR100	Pants Zipper @ Crotch	\$	52.34
PR101	Pants Zipper @ Legs	\$	45.57
PR102	Pants- Add Inspection Port	\$	50.49
PR103	Pants- Leather Pocket	\$	50.87
PR104	Pants- Replace All Trim- Scotchlite	\$	69.30
PR105	Pants-Replace All Trim- Tripletrim	\$	94.50
PR106	Pocket Replacement- Leather	\$	54.23
PR107	Replace Entire Fly Strap	\$	63.00
PR108	Steam Channel Knees	\$	57.75
PR109	Trim All Pants- Scotchlite	\$	94.50
PR110	Trim All Pants- Tripletrim	\$	115.50
PR113	Bellow Pocket	\$	47.88
PR114	Belt Clip	\$	5.25
PR115	Belt Loop	\$	15.75
PR116	Knee Replacement- Leather/Fabric/Arashield	\$	26.46
PR117	Reface Pocket- Leather	\$	58.51
PR118	Reface Pocket- Reinforcement	\$	31.50
PR119	Reinforce Knees	\$	26.25
PR120	Take Up Strap	\$	15.75

Pant Thermal

PT130	Thermal Shorts	\$	136.50
PT131	Thermal Patch per Sq Inch	\$	0.63
PT132	Thermal Patch Up To 12x12	\$	32.71
PT133	Thermal Patch Up To 4x4	\$	6.87
PT134	Thermal Patch Up To 8x8	\$	13.04

Pant Moisture

PM140	Moisture Shorts	\$	173.25
PM141	Moisture Patch (Per Inch)	\$	0.75
PM142	Moisture Patch 12x12	\$	51.41
PM143	Moisture Patch 4x4	\$	8.56
PM144	Moisture Patch 8x8	\$	22.85
PM145	Moisture Seam Tape (Per Inch)	\$	1.26
RSB	Reseal Moisture Barrier	\$	126.00
RST	Reseal Tape	\$	10.50



Dallas Office
2221 Manana Dr, Ste 190
Dallas, TX 75220
(214) 774-2213

San Antonio Office
4366 Centergate Dr
San Antonio, TX 78217
(210) 595-7705



Firefighters
cleaning • rental • products

"TAKING CARE OF THE GEAR... THAT TAKES CARE OF YOU."

Misc Items

M230	Barcoding	\$	5.00
M231	Arched Name Patch-Letters Included	\$	63.00
M232	Hanging Name Patch- Letters Included	\$	66.15
M233	Letters Sewn Directly On Garment	\$	3.00
M234	Loose Name Patch- Letters Included	\$	37.80
M236	Remove Letters	\$	10.50
M237	Replace Helmet Label	\$	3.15
M238	Bartack	\$	4.83
M239	Binding Tape per Inch	\$	0.38
M240	Letters Sewn Directly On Garment	\$	4.16
M241	Name Patch w/ Velcro- Letters Included	\$	66.15
M242	Harness Loops	\$	24.15
M243	Replace Trim (per Foot)	\$	12.60
M244	Replace Liner	\$	210.00
M245	Replace Screw w/ acorn nut-helmet	\$	3.62
M246	Replace Tetrahedron- Helmet	\$	1.54
M247	Labor Charge	\$	12.00

Cleaning Products and Equipment

Citrosqueeze

• 32 oz spray (case of 6)	\$	59.99
• 1 Gallon jug (case of 4)	\$	119.99
• 5 gallon jug	\$	139.99
• 55 gallon barrel	\$	1,369.99
Pro Quat disinfectant	\$	87.98
Hydro II, Hydrostatic Tester	\$	1394.87
Chemical Pump	\$	Call for Quote
Extractor Dryer	\$	Call for Quote
Enspire 24x48 Towel	\$	4.49
Enspire 10x12 Wipe	\$	5.99

Owners

Tim Tomlinson- Tim@gearcleaningsolutions.com
Rick Johnson- Rick@gearcleaningsolutions.com

General Manager

Max Steadham- Max@gearcleaningsolutions.com

Sales

Rick Johnson- Rick@gearcleaningsolutions.com
Richard Berkobien - Richard@gearcleaningsolutions.com

Chemical, Product dispensers, and Extractors

Judson Swindle - judson@gearcleaningsolutions.com

Gear Rental

Richard Berkobien - Richard@gearcleaningsolutions.com

Accounting/Office Manager

Beth Berkobien- Beth@gearcleaningsolutions.com

Operations Manager

Paulina Valdez- Paulina@gearcleaningsolutions.com

Please visit www.firefightersmerchandise.com for our Fireflex bags and other custom accessories. To get bulk pricing for your department, please contact Beth, Beth@gearcleaningsolutions.com

NFPA Training/ Certification

Rick Johnson- Rick@gearcleaningsolutions.com

www.GearCleaningSolutions.com

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 Administrator 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
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 B of this Exhibit.
Employer's 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
Fire Department
Inspection Cleaning and Repair of Bunker Gear
01/23/2019 sw Risk Management

No Bond is required for this service.

Attachment D: Warranty Requirements

Section 8.(A) and (B) are null and void for this Service Agreement.