



SERVICE AGREEMENT NO. 1145

Fire Apparatus Maintenance Parts and Services for the Corpus Christi Fire Department

THIS **Fire Apparatus Maintenance Parts and Services for the Corpus Christi Fire Department Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Siddons-Martin Emergency Group, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Fire Apparatus Maintenance Parts and Services for the Corpus Christi Fire Department in response to Request for Bid/Proposal No. N/A ("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 Fire Apparatus Maintenance Parts and Services for the Corpus Christi Fire Department ("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 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to two additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$200,000.00, 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.

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:

Captain Ernie Villarrael
Corpus Christi Fire Department - Logistics Division
361-826-8424
ErnieV@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.** 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. 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.
- 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 if the subcontractors were not named at the time of bid or proposal, 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.
- 13. Amendments.** 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.
- 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: Captain Ernie Villarrael
Title: Fire Captain
Address: 1501 Holly Rd. Corpus Christi, TX 78417
Fax 361-826-4515

IF TO CONTRACTOR:

Siddons-Martin Emergency Group, LLC
Attn: Troy D. Harrison
Title: Vice President/Service Division
Address: 14233 Interdrive West, Houston, Texas 77032
Fax: 281-442-9026

17. CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. 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 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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. 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.
- 23. 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.
- 24. 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

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

Incorporated by Reference Only:

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

ATTACHMENT A – SCOPE OF WORK

1. Labor and Repair Time:

The City will use its authorized contracted towing company to deliver the vehicle to Vendor at which point the time within which to complete repairs begins. The Vendor will be required to repair all equipment within the time frame noted below. The City will notify vendor by E-Mail and/or phone call of vehicles being towed or to be delivered to vendor for repairs. On the same day the vehicle is received, Vendor shall send an email to Corpus Christi Fire Department Fleet Operations Manager or designated staff representative indicating the date the vehicle was received and the estimated completion time of the service. This email shall also include a description of the vehicle received and the vehicle identification number. All repairs, including warranty repairs, must be completed within the time specified below for Minor Repairs or Major Repairs, as applicable. Vendor shall notify City the day the repairs are completed by sending an email to Corpus Christi Fire Department Fleet Operations Manager or designated staff representative. This email shall include a description of the vehicle, the date the vehicle was received by Vendor and the vehicle identification number. City will pick up the vehicle from Vendor. The Fleet Operations Manager or designated staff representative must approve any requests for extension of the time for completing repairs in writing. Requests for extension must be made in writing and include an explanation detailing the need for the extension no later than the close of business of the 3rd business day after receipt of vehicle. If the reason for delay is unavailability of parts, Vendor must submit proof with its request for extension that it took prompt action to request parts.

Vendor subcontracted outside labor must be approved in writing by the Fleet Operations Manager, or designated staff representative, before work proceeds. All subcontracted labor must be performed by an approved factory authorized dealer. Charges for subcontracted labor must be supported by a copy of the outside vendor's invoice, attached to Vendor's invoice submitted to City for payment. Subcontracted labor will be paid only when all internal resources of Vendor have been expended and when the lack of tooling and expertise to perform a particular task becomes a factor. Payment will not exceed the amount of the subcontracted vendor's invoice. Subcontracted labor up charges are not acceptable. All repairs must be completed within the time frames established below, whether performed by Vendor or by Vendor's subcontractor.

Minor Repairs, defined as repairs not exceeding \$3,000 for all parts and labor, shall be completed within 3 business days.

Major Repairs, defined as repairs exceeding \$3,000 for all parts and labor shall be completed within 7 business days.

2. Bids for parts exceeding the suggested OEM retail price will be rejected.
3. All costs associated with shop supplies, core charges, environmental fees or any other expenses incurred in fulfilling this contract are to be included in bid price.
4. Parts:
Vendor shall provide a parts price list which, along with the discount quoted on the price schedule, will be used to purchase a full range of items. The items specified in the price schedule are some of the most commonly replaced items. Prices stated for these items and quantities reflected therein will be used for evaluation purposes only.

Vendor is required to maintain a stock level of parts which, within the industry, are considered to be fast-moving, normal wear items for which two demands have occurred within the most recent 180-day period.

Charges for overhaul or rebuild of components (i.e., hydraulic pumps, hydraulic cylinders, auxiliary drives, ejector panels, etc.) shall not exceed 65% of acquisition cost for a new item which meets or exceeds the specifications, unless otherwise approved in writing by the Fleet Operations Manager or designated staff representative.

All core charges will be credited to the City in accordance with the cost indicated in the price list submitted for the item bid. Vendor shall submit its requirements for obtaining core credits at the time of bid submission. Failure to provide this information may result in rejection of the bid.

Any materials or parts used in complying with the contract must be equal to or better than original equipment.

Vendor shall allow City to return unused, purchased parts and credit City's account during the contract period, when such parts have become obsolete for City's needs, provided that these items are in the original cartons and in marketable condition. The credit shall be in the same amount as City originally paid for the part. Vendor shall not apply any restocking or other fees. If City is at the end of the contract term, City may request a refund in place of the credit, and Vendor shall pay same within 30 days of City's request, by check made payable to the City of Corpus Christi and addressed to the Corpus Christi Fire Department Fleet Operations Manager or designated representative at 1501 Holly Rd., Corpus Christi, TX, 78417.

5. Replaced Parts:

All parts which have been replaced and billed must be available for inspection by City. Upon the City's request, replaced parts shall be returned/delivered to the City's fleet facility.

6. All prices to be quoted F.O.B., City of Corpus Christi designated facility. Allowance for special freight charges will be acceptable only when the expedited delivery is requested and approved in writing by the City.

7. Delivery:

Stocked Inventory will be delivered within 7 business days after receipt of a purchase order. Fabricated, manufactured or made to order parts will be delivered within 15 business days, unless agreed upon in writing by Corpus Christi Fire Department Fleet Operations Manager.

**ATTACHMENT B - BID/PRICING SCHEDULE****Siddons-Martin Emergency Group****Estimate 21400909****104 Utility Drive****Tag Number:****Pharr TX USA 78577****Date and Time In: 4/10/2017 - 3:36 PM****Phone #:(956) 588-2735****Date and Time Out: 4/10/2017 - 3:36 PM****Fax #: (972) 576-1202****Promised Date - Time: 4/10/2017 - 3:36 PM****Cashed Out Date:****Credit Terms: 30 DAY****Remit To: PO Box 610101 Dallas TX, 75261-0101****Service Advisor: (A05J) Matthew Pulfer**

City of Corpus Christi
P.O. Box 9277
Accounts Payable Division - 4th Fl
Corpus Christi TX 78469

1002944

Work: (361) 826-8424

Veh Info: 30195 17 Pierce Impel Cstm Pumper
Serial Numbers: 4P1BAAFF0HA017420

In-Srv: 3/24/2017 **Miles/Hrs In:** **Out:** **Plate #:**
Color Ex: **Int:**

Please note that all work will be performed on a time and material basis at the rates outlined below. Itemized invoices will be required with support for payment.

Repair	VIN	Second VIN	Mech #	Type	Labor	Discount	Total		
Description				Qty	Ret. Price	Savings	Selling Price	Ext Discount	Ext Price
1	HA017420			Wholesale			\$0.00	\$0.00	\$0.00

PLEASE MAKE KNOWN THAT CCFD WILL NOT BE CHARGED FOR TRAVEL, LODGING OR PER DIEM FOR ANY SERVICES RENDERED.

LABOR RATE: \$101.50 PER HOUR

PARTS MARK UP: COST X 1.67 (INCLUDES REGULAR GROUND SHIPPING) EXPEDITED REQUEST BY CCFD WILL BE BILLED AT COST OF FREIGHT AND OR EXPEDITE FEES ONLY.

Parts Total:**Labor Total:**

\$0.00

Job Total:

\$0.00

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by: _____

Parts Total:	\$0.00
Core Total:	\$0.00
Freight Total:	\$0.00
Sublet Total:	\$0.00
Labor Total:	\$0.00
- Labor Discount:	\$0.00
Other Charges:	\$0.00
Shop Supplies:	\$0.00
Sub Total:	\$0.00
- Parts Discount:	\$0.00

Ext Price:	\$0.00
Sales Tax:	\$0.00
Total:	\$0.00
- Deductible:	\$0.00
- Deposits:	\$0.00
Amount Due:	\$0.00
Amt Tendered:	\$0.00
Chg Returned:	\$0.00

We (the Customer) are responsible for all costs and expenses listed on this invoice. I, the undersigned, am authorized to agree, on behalf of the owner of the vehicle, to pay all outstanding charges in accordance with the terms and conditions agreed between us and the Company. Unless otherwise stated, all invoices are due and payable 30 days from the date of invoice. We have granted the Company, its employees, and agents permission to operate the vehicle on any streets as necessary for testing, inspection, or other services requested. We are responsible for insuring the vehicle at all times. We release the Company for any loss, damage, or theft of any items left in the vehicle for any reason. All parts and labor on this invoice are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, we agree to return the vehicle to the Company for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by Company. Acknowledged and Received by: _____

ATTACHMENT C - INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. 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.
- B. 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 GL, AL and WC if applicable. **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 \$2,000,000 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) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000
Garage Keepers Legal Liability	\$1,000,000
Cargo/On Hook Coverage	\$1,000,000

- C. 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.

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 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.
- 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 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

- 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:**
- 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.

- E. 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.
- 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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2017 Insurance Requirements

Purchasing

Emergency Vehicles Repairs, Parts and Services

04/07/2017 sw Risk Management

ATTACHMENT C- BOND REQUIREMENTS

No Bond Requirement is necessary for this Service Agreement.

ATTACHMENT D- WARRANTY REQUIREMENTS

All parts and labor are warranted for purpose and fitness for 90 days from the date of the invoice. In order to recover against any warranty, The City must return the vehicle to the Contractor for all warranty repairs. Failure to return the vehicle cancels all warranties provided. All other warranties are expressly disclaimed by the Contractor.