

SERVICE AGREEMENT NO. 1687

Air Compressors Purchase and Preventative Maintenance

THIS **Air Compressors Purchase and Preventative Maintenance Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Air Speciality & Equipment Company ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Air Compressors and Preventative Maintenance in response to Request for Bid/Proposal No. 1687 ("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 Air Compressors and Preventative Maintenance ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for 60 months, 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-month 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.** The total value of this Agreement is not to exceed \$70,990.00, 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:

Name: Diana Zertuche Garza
Department: Utilities
Phone: (361)-826-1827
Email: DianaG@cctexas.com

5. Insurance; Bonds.

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

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

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

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

8. Warranty.

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

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

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: Diana Zertuche Garza
Title: Contracts/Fund Administrator
Address: 13101 Leopard Street, Corpus Christi, TX 78410
Phone: (361)-826-1827
Fax: (361)-826-4488

IF TO CONTRACTOR:

Air Speciality and Equipment Company
Attn: Alex Diaz
Title: Field Sales Representative
Address: 406 S. Navigation, Corpus Christi, Texas - 78405
Phone: (361)-880-8100
Fax: (361)-880-8153

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.
- 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.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: Alex C. Diaz

Printed Name: Alex Diaz

Title: Field Sales Representative

Date: 9/27/18

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

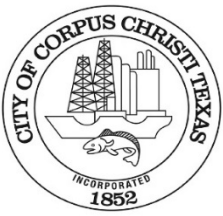
Attachment C: Insurance and Bond Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 1687

Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements/Background Information

- A. The Contractor shall provide two Air Compressors, one Air and Water separator and one Air dryer as per the specification outlined in this Scope of Work. These compressors will replace existing Quincy models QSF 60 located at O.N. Stevens Plant.
- B. The Contractor shall be responsible to supply, remove, install and provide preventive maintenance of air compressor and components.
- C. The Contractor shall furnish labor, materials, parts, and transportation necessary for the term of the contract.
- D. The Contractor shall perform all work in accordance with applicable local, state and federal laws, rules, and regulations.

1.2 Removal, Supply and Installation

- A. The Contractor shall disconnect existing air compressor from power, service and air supply/containment connections.
- B. The Contractor shall dispose equipment and material as per the state, federal and local rules and regulations.
- C. Supply the air compressor, air and water separator, and air dryer as per specification outlined below.
 - 1. **Compressor:** Rotary oil flooded screw air compressor, single stage, 30hp, 131.9 ACFM @ 125 PSIG, 1" MNPT, 5/16 push in, 200/230/460/3/60. Compressor must have an ability to connect with each other without sequence panel.
 - 2. **Air and Water Separator:** Condensate Inlet – 1-1/2" x 1", Water Outlet – 1", 232 PSIG, 225 – 338 SCFM.
 - 3. **Air Dryer:** The Contractor can provide air dryer separate or integrated with the system. If the contractor supplies separate, air dryer specification must be in accordance with the Compressor.
 - 4. **Oil and Water Separator**
- D. Provide all parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit with power plant, drive system, operator accommodations and operator controls, shall be furnished with the unit and shall conform in strength, quality of material and quality of workmanship to those which are advertised and provided to the market in general by the unit industry.
- E. Install power, service and air supply containment fittings/ connections and lines, filters and assemblies.

- F. Provide new system startup testing and configuration of proper operation.
- G. Provide one operating manual, service manual, and parts manual included with each unit upon delivery.
- H. Provide training on daily pre-start, routine Maintenance, operator training and safety precautions. The training will be held at the O.N. Stevens plant.

1.3 Preventive Maintenance

- A. These compressors will run on load/unload control scheme.
- B. The Contractor shall provide complete maintenance coverage including, but not limited to: inspection, cleaning, lubrication, adjusting, and Diagnostic Inspection – Oil analysis and Vibration analysis. The Contractor shall perform preventative maintenance as per manufacturer recommendation or, working condition of the compressor, and make sure warranty does not get voided. The goal of the preventative maintenance is to detect impending problems and to prevent unexpected interruptions.
- C. The Contractor shall repair/replace parts during scheduled preventative maintenance. Replacement of parts shall be made to prevent an unscheduled compressor shutdown and to ensure the continued normal operations of the compressor. Replacements of parts shall be made to extend the useful life of the compressor.
- D. The Contractor shall use Original Equipment Manufacturer (OEM) parts and Lubricants.
- E. After completion of Preventative Maintenance, the Contractor shall submit the job ticket. The job ticket shall include following: 1) Site name and address 2) Preventative maintenance task perform in detail 3) Any repair/replace parts
- F. If any repairs occur because of lack of preventative maintenance, the Contractor shall be responsible to perform repairs at no cost to the city.
- G. Contractor shall schedule Preventative Maintenance between 8:00 AM to 5:00 PM, Monday to Friday, excluding holidays.
- H. The Contractor shall arrange a schedule for preventative maintenance with the Contract Administrator or designee.
- I. The Contractor shall inform Contract Administrator or designee 5 days in advance of the scheduled date of maintenance.
- J. Maintenance personnel must be certified technician authorized to conduct maintenance on purchased equipment.

1.4 Service Personnel

- A. The Contractor shall employ sufficient full-time service personnel to perform services outlined in this contract. The Contractor's service technician must be trained, experienced and qualified to perform services outlined in this contract. All service technicians utilized by the Contractor who are assigned under this contract shall wear an approved uniform as provided by the Contractor. Uniforms shall bear the Contractor's emblem and, to the extent possible, shall be clean and present a neat appearance.

- B. The Contractor shall provide proper Personnel Protective Equipment (PPE) for their employees performing the work as required by OSHA and any other Federal, State, or Local codes, Law and Regulations.
- C. The Contractor's personnel shall check in with the onsite designee prior to commencing work and check out after completing the work.

1.5 Invoicing

- A. The Contractor shall invoice the City for New Compressors and Preventative Maintenance. The Invoice shall contain following: Service Agreement No, P.O, Model and Serial number of equipment, and description of services.

1.6 Contractor Quality Control and Superintendence

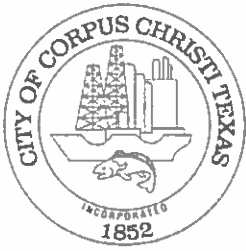
- A. The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

1.7 Safety

- A. Contractor shall take all necessary measures to prevent damage to other areas adjacent to his work. Should damage occur because of the Contractor's work, the Contractor is responsible for the repair and/or replacement of the damaged area and to restore to original condition.
- B. Contractor shall at the end of workday, clean area of work and secure all equipment in a safe condition.

1.8 Warranty

- A. The Contractor shall provide 5 years warranty on all parts of the compressor.



CITY OF CORPUS CHRISTI
BID FORM
PURCHASING DIVISION
RFB No. 1687

Air Compressors Purchase and Preventative Maintenance

PAGE 1 OF 1

Date: 07/31/2018

Bidder: Air Specialty & Equipment Co-Alex Diaz Authorized Signature: Alex C. Diaz

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Air Compressors 30 HP, 131.9 ACFM at 125 PSIG	EA	2	\$20,870.00	\$41,740.00
2	Preventative Maintenance for a Year	Year	5	\$5,850.00	\$29,250.00
Total					\$70,990.00

PRICING RFB No. 1687 PROJECT: COMPRESSOR PURCHASE / Preventative Maintenance		QTY	TOTAL
COMPRESSOR MANUFACTURE- ATLAS COPCO			
Atlas Copco GA22+ 125 PSI Rotary Screw Air Compressor w/ Integrated Air Dryer			
-Model GA22+ 125 AFF Base Mount Enclosed	2		\$37,516.00
- CFM 133@ 125 PSI			
-30 HP TEFC Motor 460v / 3PH, NEMA 4 Electrical Enclosure			
-Advanced Elektronikon Graphic Controller			
-Integrated Zero Loss Air Drain			
-Integrated Refrigerated Air Dryer w/ Filtration			
-Factory Paint			
5 year MFG warranty			
Installation			
Labor to remove and install compressors	2		\$4,224.00
On-Site Commissioning and Start-Up Performed	1		xxx
Maintenance - 5 year			
8000 HR MAINTENANCEKIT 290119700	10		\$14,070.00
Parts to include Air Filter, Oil Filter, Oil Filter, Separator, MPV Kit, Inlet Valve Kit, Scavenge Line Kit, Dryer Pre/ After Filter			
Roto -Xtnd Oil 5 gal Pail	10		\$6,600.00
Labor 8k Service 1 Per Year each unit (5 trips) Both units will be serviced per trip	5		\$5,940.00
Service to include install of kit, clean and operations of test unit			
Labor 4k Service 1 per year each unit (5 trips) Both units will be serviced per trip	5		\$2,640.00
Service to include inspection and cleaning of unit			
		Total	\$70,990.00
Documents			
Package Drawings Top / Side, Flow Diagrams,			
Compressor / Dryer / Tank, General Arrangement Drawing			
Dryer Flow & Electrical			
Compressor Electrical			
Equipment Operation Manuals / Parts Books			

Shipment will be made 8-10 Weeks after Receipt & Acceptance of PO
Payment Terms NET 30

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 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) Employer's Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

- 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.

2018 Insurance Requirements

Purchasing

Air Compressor Installation and Preventative Maintenance

06/12/2018 sw Risk Management

Valid Through 12/31/2018

ATTACHMENT D: WARRANTY REQUIREMENTS

- A. The Contractor will provide 5 years warranty on all parts of the Compressor including but not limited to Motor, Air end, Cooler, receiver, and Dryer.
- B. The Contractor will perform preventive maintenance as per manufacturer recommendation or working conditions of the Compressor.
- C. Because of the lack of preventive maintenance, if any parts need repair or replacement during the term of the contract, the Contractor shall perform repair/replacement of parts at no extra cost to the City.