

SERVICE AGREEMENT NO. 1886

Fire Extinguishers Annual Maintenance and Inspection

THIS **Fire Extinguishers Annual Maintenance and Inspection Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and IFS Fire and Safety Inc ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Fire Extinguishers Annual Maintenance and Inspection in response to Request for Bid/Proposal No. 1886 ("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 Extinguishers Annual Maintenance and Inspection ("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.** This Agreement is for an amount not to exceed \$153,175.50, 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:

Name: Jesse Hernandez
Department : Asset Management
Phone: (361)-826-1983
Email : JesseH@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: Jesse Hernandez

Title: Superintendent of Operations

Address: 5352 Ayers Bldg, 3A, Corpus Christi, TX 78415

Phone: (361)-826-1983

Fax: (361)-826-1989

IF TO CONTRACTOR:

IFS Fire and Safety Inc

Attn: Joseph Tilton

Title: Vice President

Address: 4540 Southview Dr, Corpus Christi, TX 78408

Phone: (361)-289-7949

Fax: None

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: _____

Title: _____

Date: _____

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. 1886

Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements

- A. The Contractor shall provide annual maintenance and inspection to dry- chemical and Co2 type portable fire extinguishers located at various City-wide locations listed in the Scope of work.
- B. The Contractor shall provide labor, materials, transportation, tools, and equipment necessary to perform the services.
- C. The Contractor and Contract Administrator shall mutually arrange the schedule. All work shall be performed during the normal hours, Monday to Friday, 8:00AM to 5:00PM.

1.2 Annual Maintenance and Inspection

All extinguishers shall be subject to annual maintenance and inspection not more than one year apart. Maintenance and Inspection is a thorough check of the extinguishers. Annual Maintenance and Inspection shall follow the procedure listed below plus all applicable NFPA, Federal, State, OSHA and local standards, regulations, codes and requirements.

1. Clean extinguisher to remove dirt, grease or foreign material. Check to make sure that the instruction nameplate is securely attached and legible. Inspect the cylinders for corrosion, abrasion, dents or welding damage. If any damage is found, hydrostatically test in accordance with instructions in NFPA 10.
2. Inspect the extinguisher for damaged, missing or substitute parts. Only factory replacement parts are approved for use on fire extinguishers.
3. Weigh the extinguisher and compare with weight printed in the "Maintenance" section on the nameplate (label). Recharge extinguisher if weight is not within indicated allowable tolerances.
4. Check the date of manufacture printed on the extinguisher label (nameplate) or on the agent cylinder dome. The agent cylinder must be hydrostatically tested every 12 years to the test pressure indicated on the nameplate.
5. Visually inspect the pressure gauge: If bent, damaged or improper gauge, depressurize and replace. If pressure is low, check for leaks. If over pressurized (overcharged), depressurize the extinguisher and follow recharge instructions.
6. Check ring pin for freedom of movement. Replace if bent or if removal appears difficult.
7. Inspect discharge lever for any dirt or corrosion which might impair freedom of movement. Inspect carrying handle for proper installation. If lever, handle or rivets are damaged replace with proper part(s).
8. Install new tamper seal if broken and record service data on the extinguisher inspection tag.

9. Remove nozzle or hose and horn assembly and visually inspect inside valve body. (Chemical in the valve body may indicate that the extinguisher has been partially discharged and should therefore be recharged). Inspect nozzle or the hose and horn assembly for damage – replace as necessary. Blow air through nozzle or hose and horn to insure passage is clear of foreign material.
10. Inspect the valve assembly for corrosion or damage to hose thread connection. Replace valve assembly or component parts as necessary following the proper depressurization and recharge procedures. If valve removal is necessary, complete all steps in the Recharge Procedure.
11. Replace the extinguisher on the wall hanger or in the vehicle bracket making sure that it fits the bracket properly and the bracket is securely attached – replace the bracket if necessary.
12. The Contractor shall obtain prior approval from Contract Administrator, if any repairs or recharge is required.
13. The Contractor shall contact contract administrator if the cost estimate for the repair/replace is more than the replacement. Based on the repair and recharge versus the replacement cost submitted at the time of the service, the City elect to purchase a fire extinguisher.

1.3 Six-year Maintenance

Every 6-years, stored pressure dry chemical extinguishers shall be emptied and shall be subject to the applicable maintenance procedures. At the time of this maintenance, NFPA approved identification collar indicating the inspector and the month and year the maintenance check was performed shall be securely attached to the extinguisher.

1.4 Hydrostatic Testing

All hydrostatic testing shall be performed in accordance with NFPA, Federal, State and local codes and standards. Hydrostatic testing shall be done every 12 years for the dry chemical type extinguishers and every 5 years for the CO2 type extinguishers.

1.5 Replacement and Disposal

1. Contractor shall contact the Contract Administrator before replacing new fire extinguishers. Contractor shall provide justification for requested replacement to the Contract Administrator
2. Contractor shall be responsible for the disposal of the old unit.
3. Contractor shall replace same brand, or any brand follows all applicable codes and requirement.

1.6 Service Personnel

1. Maintenance, Inspection, refills, tests, repair etc. shall be done by a properly licensed and certified technician as per NFPA, Federal, State and Local codes and regulations.
2. The Contractor shall assure that crew is fully and properly equipped to perform services promptly and safely without delay. All personnel assigned to the service agreement shall wear a uniform, including safety equipment and any company issued photo identification.

1.7 Reports

1. Contractor shall submit a report after each annual maintenance and inspection to the Contract Administrator. Report shall state a number of annual fire extinguisher maintenance, Six-year maintenance, Hydrotest, Recharge and Repairs.
2. The Contractor shall keep record and track all the maintenance on its own database and shall notify the City three weeks prior to expiration testing date for the following year.

1.8 Invoicing and Payment

1. The Contractor shall submit the invoice after the annual services are performed. Invoice shall include 1) Work description, Location and date of maintenance 2) List of Materials that were replaced.
2. Original copy of the invoice should be sent to the Accounts Payable with a copy to the Contract Administrator.
3. Approval for payment shall be authorized by the Contract Administrator.

1.9 Contractor Quality Control and Superintendence

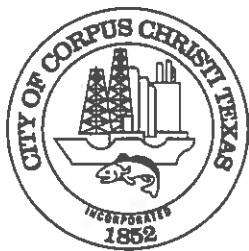
The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

1.10 Work Locations

The Contractor shall perform Fire extinguisher annual maintenance to the following locations

Department	Address
City Hall	1201 Leopard St Corpus Christi TX 78401
Health Department	1702 Horne Rd Corpus Christi TX 78416
Health Department-WIC	1702 Horne Rd Corpus Christi TX 78416
Police Department	321 John Sartain St, Corpus Christi, TX 78401
Animal Control	2626 Holly Rd, Corpus Christi, TX 78413
Frost Bank	2402 Leopard St, Corpus Christi, TX
Facility Maintenance Building	5352 Ayers, Corpus Christi, TX 78415
CCPD Training Center	4510 Corona Dr., Corpus Christi, TX, 78411
Public Safety PD Building B	1501 Holly., Corpus Christi, TX, 78417
Professional Standards	5805 Williams Dr., Corpus Christi, TX, 78412
Property Warehouse	1502 S Brownlee Blvd., Corpus Christi, TX, 78404
Vehicle Impound Lot	5485 Greenwood Dr., Corpus Christi, TX, 78417

Taxi & Parking & DPO/CRU	805 Comanche St., Corpus Christi, TX, 78401
Calallen Substation	1925 Tuloso Rd., Corpus Christi, TX, 78409
Flour Bluff Substation	1456 Waldron Rd., Corpus Christi, TX, 78418
The Shooting Range	9600 Hearn's Ferry Rd., Corpus Christi, TX, 78370
Police Fleet Building	5352 Ayers St. Building #5, Corpus Christi, TX, 78415
All Fire Department locations	



**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
Revised BID FORM 10/26/2018**

RFB No. 1886

Fire Extinguishers Annual Maintenance and Inspection

PAGE 1 OF 2

Date: 20/Nov/2018

Bidder: IFS Fire & Safety Inc

Authorized
Signature:

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 for 5 years	Unit Price	Total Price
1	Type – Dry Chemical				
1.1	Annual Maintenance and Inspection – 5lb, 10lb, 15lb, 20lb	EA	2450	7.00	17150.00
1.2	Recharge 5 lb.	EA	200	14.50	2900.00
1.3	Recharge 10 lb.	EA	200	19.50	3900.00
1.4	Recharge 15 lb.	EA	100		
1.5	Recharge 20 lb.	EA	100	25.50	2550.00
1.6	Hydrotest with Recharge 5lb	EA	400	31.50	12600.00
1.7	Hydrotest with Recharge 10lb	EA	200	36.50	7300.00
1.8	Hydrotest with Recharge 20lb	EA	200	42.50	8500.00
1.9	Replacement 5lb	EA	200	44.35	8870.00
1.10	Replacement 10lb	EA	100	65.60	6560.00
1.11	Replacement 20lb	EA	100	117.80	11780.00

1.12	6-year Maintenance – 5lb	EA	500	14.50	7250.00
1.13	6-year Maintenance – 10lb	EA	100	19.50	1950.00
1.14	6-year Maintenance – 20lb	EA	200	25.50	5100.00
2	Type – Co2				
2.1	Annual Maintenance and Inspection – 5lb, 10lb, 15lb, 20lb	EA	160	7.00	1120.00
2.2	Recharge 5 lb.	EA	50	13.50	675.00
2.3	Recharge 10 lb.	EA	50	18.50	925.00
2.4	Recharge 15 lb.	EA	50	21.50	1075.00
2.5	Recharge 20 lb.	EA	50	24.50	1225.00
2.6	Hydrotest with Recharge 5lb	EA	50	31.50	1575.00
2.7	Hydrotest with Recharge 10lb	EA	50	36.50	1825.00
2.8	Hydrotest with Recharge 20lb	EA	50	42.50	2125.00
2.9	Replacement 5lb	EA	50	128.31	6415.50
2.10	Replacement 10lb	EA	50	196.54	9827.00
2.11	Replacement 20lb	EA	50	263.53	13176.50
3	Service fee per location, if applicable	EA	180	10.00	1800.00
		Estimated Spend		Mark up (%)	
4	Parts	\$15,000			15000.00
	Total				154072.50

1,225-
(SES)

Note:

1. Mark up Total = (Estimated spend * Markup %) + Estimated Spend.
2. Service fee, if applicable, will be paid per location visit not on each fire extinguisher service.

\$153,175.50

(SES)

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

Fire Extinguisher Inspections, Maintenance and Service

04/11/2018 cg Risk Management

Valid Through 12/31/2018

ATTACHMENT D: WARRANTY REQUIREMENTS

The Contractor shall provide one-year warranty on repairs and one-year warranty or manufacturer warranty on fire extinguishers and parts.