

SHORT FORM PURCHASE OF SERVICE CONTRACT

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

1. Parties:

The parties to this Contract are the:

CITY OF DESERT HOT SPRINGS

CALIFORNIA, a municipal corporation (City) and the following named Contractor:

Fire Service Specification & Supply

Name

P. O. Box 10817

Address

Santa Ana

Ca

92711

City

State

Zip

(714) 832-5296

emery53@pacbell.net

Phone

Email

waived J Tanner

Taxpayer ID No.

City Business License No.

2. Term:

The effective date of this contract is:

8/27/17 and it terminates upon completion

unless sooner terminated as provided herein.

3. Payment Limit:

City's total payments to Contractor under this contract shall not exceed \$ 72,740.95

4. Contractor's Obligations:

(a) To the satisfaction of the City's Project Manager, Contractor shall provide the following goods and/or services:

Fire Department Equipment per Estimate Number 376 for Karen Street Fire Station

(b) Contractor shall perform the above-referenced services or delivery the required goods at or to the following specified location/s:

delivery to Karen Street Fire Station

5. City's Obligations:

The City shall pay Contractor as follows:

Up to a maximum of \$ 72,740.95

Estimated 376 - insurance/business license waived

6. Supplemental Conditions:

This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

7. Signatures:

These signatures attest the parties' agreement hereto:

CONTRACTOR:

Fire Service Specification & Supply

Signature

Date

Owner

Name / Title

Choose One:

CALIFORNIA, a municipal corporation:

By:

Choose One:

Date

By:

Project Manager

Date

By:

Department Head

Date

Approved as to content/Insurance:

By:

Administrative Services Director

Date

SUPPLEMENTAL CONDITIONS

1. Independent Contractor. It is expressly agreed that Contractor is to perform or deliver the goods and/or services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the Agency. Contractor shall be entirely responsible for the compensation of any assistants, employees, and subcontractors used by Contractor in providing said goods and/or services.
2. Termination. This Contract shall automatically terminate when the total accumulated compensation paid or due to Contractor under this Contract reaches \$ 72,740.95 . The City shall not be responsible for compensating Contractor for any amounts in excess of \$ 72,740.92 .
3. Cancellation. Either the Agency or Contractor may cancel this Contract at any time upon giving the other party five (5) calendar days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation. Under no circumstances shall Agency be responsible for payment of lost profits, or damages beyond the total amount of compensation set in this Contract.
4. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
5. Indemnification. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

6. Anti-Discrimination. Contractor agrees to observe the provisions of the City's Anti-Discrimination Policy and Title VII of the Civil Rights Act of 1964, obligating every contractor or subcontractor under a contract or subcontract to the City of Desert Hot Springs for public works or for goods and/or services to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
7. Legal Responsibilities. The Contractor shall keep itself informed of State, and Federal laws and regulations and local Municipal codes which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.
8. Insurance. Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:
 - i. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$4,000,000 aggregate for products and completed operations.
 - ii. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability or not less than \$1,000,000 per accident for bodily and property damage.
 - iii. WORKERS' COMPENSATION insurance as required under the California Labor Code.
 - iv. EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Vendor shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) are due to expire during this Contract, Contractor shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).**

9. Payment of Prevailing Wages. City hereby notifies Contractor that pursuant to California Labor Code Section 1720 et seq., Contractor may be legally obligated to pay prevailing wages for the services called for in this Contract whether City requires the payment of prevailing wages or not.