

Approved by City Council

*Emily A. Kunze*Emily A. Kunze
07/22/2013**60. Miscellaneous Fire Equipment**

Action:

A. Award low-bid, unit price contracts for providing miscellaneous fire equipment for a term of two years to the following:

- **Municipal Emergency Services (for boots and hoses)**
- **Newton's Fire and Safety (for helmets), and**

B. Authorize the City Manager to extend the contracts for up to three additional, one-year terms with possible price adjustments at the time of renewal as authorized by the contract.

Staff Resources: Charles Robinson, Shared Services
Rich Granger, Fire

Explanation

- The Charlotte Fire Department uses fire equipment such as turnout gear, boots, and helmets which are used as personal protective equipment for firefighting, search and rescue situations, and building entrapments while performing daily tasks.
- New and replacement boots and helmets are needed for the over 30 new recruits and to replace a percentage of the boots and helmets each year on an eight-year replacement cycle (1/8 per year).
- Fire hoses are replaced on an as needed basis every six to eight years and when damaged.
- The Charlotte Fire Department requires the following hoses based on the type of fire and amount of water required:
 - Five inch large diameter supply line,
 - One and 3/4 inch attack line,
 - Two and 1/2 inch attack line, and
 - Wildland forestry.
- The Shared Services Procurement Management division, on behalf of the Charlotte Cooperative Purchasing Alliance, issued an Invitation to Bid for Miscellaneous Fire Equipment on May 7, 2013; four bids were received.
- Unit prices are set forth in the proposed contract, and are available upon request.
- The annual expenditures are estimated to be a combined total of \$101,050.

Charlotte Business INclusion

No SBE goals are established for purchases of goods and equipment (Appendix Section 18 of the SBO Policy).

Funding

Fire Operating Budget

**STATE OF NORTH CAROLINA
CITY OF CHARLOTTE**

**FIRST AMENDMENT TO CONTRACT
TO PROVIDE MISCELLANEOUS FIRE
EQUIPMENT**

THIS FIRST AMENDMENT to the Contract to Provide **MISCELLANEOUS FIRE EQUIPMENT** (the "Amendment") is made and entered into this 22nd day of July, 2015, by and between the City of Charlotte, a North Carolina municipal corporation (the "City") and Newton's Fire & Safety Equipment, Inc., a company doing business in North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Contract dated July 22, 2013 (the "Contract") pursuant to which the Company agreed to provide Miscellaneous Fire Equipment to the City of Charlotte.
- B. The Contract was for two (2) years, with the City having the option to extend the term for three (3) additional one-year terms. City Council authorized these extensions on July 22, 2013.
- C. The parties now desire to amend the Contract by making certain changes to the provisions, and to exercise the first renewal option.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 2. Pursuant to **Section 3** of the Contract, the City wishes to exercise its option to renew the original Contract for another one-year term to expire on July 21, 2016, unless earlier terminated in accordance with the terms of this Contract.
- 3. Section 18 of the Agreement ("Miscellaneous") is hereby appended to add the following:

18.12 E-VERIFY.

As a condition for payment under this Contract, Company shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Contract to comply with such E-Verify Requirements as well. Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by Company or any subcontractor to comply with the E-Verify Requirements.

- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Agreement.
- 5. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

NEWTON'S FIRE & SAFETY EQUIPMENT, INC.

BY: Darrell Newton
PRINT NAME: DARRELL NEWTON
TITLE: President
DATE: 6-4-15

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Ann G Wall
PRINT NAME: Ann G Wall
TITLE: Assistant City Manager
DATE: 6/24/15

CITY OF CHARLOTTE:
OFFICE OF RISK MANAGEMENT:

BY: Christee Gibson
PRINT NAME: Christee Gibson
TITLE: Asst Mgr
DATE: 6/23/15

CITY OF CHARLOTTE
CITY CLERK'S OFFICE:

BY: Stephanie C. Kelly
PRINT NAME: Stephanie C. Kelly
TITLE: City Clerk
DATE: 6/25/15

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: N/A - purchase orders will be issued
DEPUTY FINANCE OFFICER

DATE _____

E-VERIFY CERTIFICATION

This E-Verify Certification is provided to the City of Charlotte (the "City") by the company signing below ("Company") as a prerequisite to the City considering Company for award of a City contract (the "Contract").

1. Company understands that:
 - a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of employees pursuant to federal law, as modified from time to time.
 - b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements").
 - c. North Carolina General Statute 160A-20.1(b) prohibits the City from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.
2. As a condition of being considered for the Contract, Company certifies that:
 - a. If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Company will comply with the E-Verify Requirements in verifying the work authorization of Company employees working in North Carolina; and
 3. Regardless of how many employees Company has working in North Carolina, Company will take appropriate steps to ensure that each subcontractor performing work on the Contract that has 25 or more employees working in North Carolina will comply with the E-Verify Requirements.
3. Company acknowledges that the City will be relying on this Certification in entering into the Contract, and that the City may incur expenses and damages if the City enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Company agrees to indemnify and save the City harmless from and against all losses, damages, costs, expenses (including reasonable attorney's fees) obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

Darrell Newton

Signature of Company's Authorized Representative

6-4-15

Date

Print Name and Title:

DARRELL NEWTON
PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Business Insurers of Carolinas 800 Eastowne Drive, Suite 208 PO Box 2536 Chapel Hill NC 27515-2536	CONTACT NAME: Patty Miller PHONE (A/C, No, Ext): (919) 968-4611 FAX (A/C, No): (919) 968-8991 E-MAIL ADDRESS: pom@business-insurers.com														
INSURER(S) AFFORDING COVERAGE															
INSURED Newton Fire & Safety Equipment, Inc. 2724 Swepsonville-Saxapahaw Rd PO Box 13 Swepsonville NC 27359	<table border="1" style="width:100%"> <tr><th>INSURER</th><th>NAIC #</th></tr> <tr><td>INSURER A: Fireman's Ins. Co. of Washingt</td><td>21784</td></tr> <tr><td>INSURER B: Twin City Fire Insurance</td><td>29459</td></tr> <tr><td>INSURER C: Stonewood Ins. Co.</td><td>11828</td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER	NAIC #	INSURER A: Fireman's Ins. Co. of Washingt	21784	INSURER B: Twin City Fire Insurance	29459	INSURER C: Stonewood Ins. Co.	11828	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 2015-2016 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	22 CES OF5496	10/23/2014	10/23/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CNA 0102058 49	5/25/2015	5/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		22XSON0625	5/25/2015	5/25/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WRKRS COMPENSATION AND EMPLDYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A WC10000094242015A	5/25/2015	5/25/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACDRD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference Contract Number 1400097
City of Charlotte is listed as additional insured in reference to the General Liability policy.

CERTIFICATE HOLDER City of Charlotte 600 East Fourth Street Charlotte, NC 28202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patty Miller/PATTY
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