

SERVICE AGREEMENT NO. 2621

Generator Preventative Maintenance, Repairs and Rentals

THIS **Generator Preventative Maintenance, Repairs and Rentals Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Loftin Equipment Company, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Generator Preventative Maintenance, Repairs and Rentals in response to Request for Bid/Proposal No. 2621 ("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 Generator Preventative Maintenance, Repairs and Rentals ("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 three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment 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 \$470,760.00, 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. Contractor shall invoice no more frequently than once per month. 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 : Charles Mendoza
Department: Asset Management
Phone: (361) 826-1941
Email: Charlesm2@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: Charles Mendoza
Title: Deputy Director of Asset Management
Address: 5352 Ayers, Bldg. 3A, Corpus Christi, Texas 78415
Phone: (361) 826-1941
Fax: (361) 826-1989

IF TO CONTRACTOR:

Loftin Equipment Company, Inc.
Attn: Steven Stewart
Title: Account Manager
Address: 1241 Universal City Blvd., Universal City, Texas 78148
Phone: (210) 870-0974
Fax: (210) 881-2143

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 comply with any of the terms 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. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. 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.
- 21. 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.
- 22. 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).
- 23. 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.
- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. 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. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 26. 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: Steven Stewart

Title: Service Sales Manager

Date: 2/20/2020

CITY OF CORPUS CHRISTI

Kim Baker
Director of Contracts and Procurement

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. 2621
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

- A. The Contractor shall provide Generator Preventive Maintenance on an annual basis; Repairs, and Generator rentals on an as needed basis.
- B. The Contractor shall provide services to multiple generators of various brands - Olympian, Cummins, Caterpillar, Generac, Onan, Baldor, and Detroit, which are located at various locations throughout the City. The City may add or remove generators from the list at their own discretion.
- C. The Contractor shall be responsible to furnish labor, supervision, tools, materials and equipment necessary to perform preventive maintenance and repair services in accordance with all terms, conditions, and schedules of this scope of work.
- D. The Contractor shall provide emergency and non-emergency generator repairs. The Contractor technician shall be available 24 hours, 7 days a week for emergency services.
- E. The Contractor shall provide preferential response for any emergency services requested by the City over any non-agreement customers.
- F. All work performed under this contract shall be performed in accordance with all applicable codes and standards.

1.2 Preventative Maintenance

- A. The Contractor will perform preventive maintenance services on an annual basis. The service to be completed on or before a **date agreed by both parties each year**. The City will schedule preventive maintenance service visits.
- B. Preventive maintenance will be performed, Monday to Friday, from 8:00 AM to 3:00 PM. The Contractor will check in and check out with the on-site Work Coordinator before and after all authorized work is performed.
- C. The preventive maintenance services shall include at a minimum the following tasks outlined below. This list is not intended to be all inclusive for each generator. The Contractor shall also comply with the specific recommendations of the Original Equipment Manufacturer recommendation for the preventive maintenance and for all parts/materials/fluid requirements.
 - 1. Complete inspection of engine, generator, and associated equipment, including the battery, battery charger, control panel, gauges, support structure, mounting systems, fuel tanks, and exterior of equipment.
 - 2. Check and test all safety devices.
 - 3. Check Engine Coolant.
 - 4. Check for faulty codes and correct deficiencies.

5. Verify voltage and frequency output.
 6. Adjust engine speed.
 7. Adjust fuel regulator (if applicable).
 8. Inspect fuel system, air intake, and exhaust systems.
 9. Inspect oil for contamination, if necessary, perform metal wear analysis.
 10. Test and inspect battery charging cable and connections.
 11. Perform fuel analysis, if necessary (diesel fuel generator).
 12. Remove and replace lubricating oil and filters.
 13. Remove and replace fuel filter and air filter.
 14. Remove and replace sparkplugs.
 15. Test and inspect battery charging system for proper function.
 16. Manually start the generator.
 17. Supply load test equipment and perform load test as per requirement of generator or informed by the Work Coordinator.
 18. Transfer Switches
 - i. Inspect and clean each drive
 - ii. Lubricate moving parts and contact surfaces
 - iii. Inspect and ensure all connections are tight and meet required and/or recommended torque specifications
 - iv. Perform power transfers to ensure proper operation.
 19. Dispose any used parts and fluid in accordance with current EPA and/or TCEQ rules and regulations.
- D. The Contractor shall perform repair and/or replacement parts identified during preventive maintenance. Preventive repairs shall be made to prevent an unscheduled generator breakdown and to ensure continued normal operation of the generator. Replacement of parts shall be made to extend the useful life of the generator.
- E. Once identified necessary repair and/or replacement of parts, the Contractor shall provide not to exceed estimate inclusive of labor and parts/material cost to the onsite work coordinator for approval.
- F. The Contractor shall completely document all repairs. A copy of each preventive maintenance service and repair report will be provided to on-site personnel at the time of completion and shall provide the following information:
1. Work Order Number
 2. Service Address

3. Model and serial number of equipment repaired
4. Description of the repairs
5. Itemized list of replacement parts/materials
6. Start time, End time and Total hours worked
7. Name of approving City personnel

1.3 Repair Service

- A. The City Staff will provide the work order before commencement of services. After inspection of work, if the anticipated cost of labor and materials exceeds \$1,000.00, the Contractor must obtain approval from the Contract Administrator prior to commencement of work.
- B. Repair service will be done on an as needed basis through a request from the Contract Administrator or onsite work coordinator to the Contractor requesting the Contractor to go to a specific generator to correct any problems which needs attention.
- C. Work that has to be re-done shall also pertain to emergency or non-emergency repair services. The onsite work coordinator will use prudent judgment to define emergency or non-emergency. The work coordinator decision shall remain final and the Contractor shall act accordingly.
- D. The Contractor will receive emergency repair requests via telephone and must call back within 15 minutes of call being placed by the work coordinator. During emergencies, the Contractor shall be on site within two-hours.
- E. During non-emergency, the Contractor shall be available at the site within three-hours.
- F. In the event of adverse weather i.e. hurricane, storm, tornado etc., the Contractor shall be available after the post weather event.
- G. The Contractor shall identify the repair required and provide the onsite work coordinator a written estimate of the time and parts/materials required for the repair in order to obtain approval to perform the repair in accordance with the contract pricing.
- H. The Contractor shall complete repairs within 24 hours of arrival on site. The Contractor will communicate to onsite work coordinator any conditions that may delay work being completed within 24-hour period.
- I. In case of emergency or adverse weather, the City reserves the right to use another Contractor, if the Contractor response times are non-compliant.
- J. If the Contractor is required to leave the premises to obtain parts/materials, onsite work coordinator must be notified.
- K. Contractor' shall only invoice City's for the time spend on the property. City's shall not pay for time spend in route or travelling to acquire parts/supplies.

1.4 Generator Rentals

- A. The City will request the Contractor to provide generator rental, if the City needs back up power or current generator is in non-repairable condition.
- B. The Contractor shall supply a temporary back-up generator meeting the load rating of the affected site to ensure continuity of operations. The Contractor shall supply necessary accessories to start the generator.
- C. In case of non-emergency or emergency, the City reserves the right to use another Contractor, if the Contractor response times are non-compliant.
- D. The City may rent a generator that varies in size from 100 to 600 KW, based on prices listed in the contract.
- E. The Contractor shall be responsible for the delivery and pick up of the generator. The City Staff will be responsible for the loading and unloading of the generator.
- F. The rental period will start when the equipment leaves from the Contractor premises and the rental period will end when the equipment handed over by the City Staff to the Contractor.
- G. The City may rent a generator on Single Shift, Double Shift or Triple Shift, depending on the circumstance(s). The Single Shift defined as 8 hours/day, 40 hours/week and 160 hours/month, Double Shift defined as 16 hours/day, 80 hours/week and 320 hours/month. Triple Shift defined as unlimited usage in a day, week and unlimited month. Month is defined as 28 days and Week is defined as 7 days.
- H. During the rental period, the Contractor shall be responsible for the preventive maintenance, repairs and/or replacement of parts of the generator.
- I. The Contractor shall provide price inclusive of insurance and damage waiver.
- J. The Contractor shall deliver the generator full of diesel fuel. The City shall return the equipment full of diesel fuel. The Contractor shall charge the City, if City fails to fill the tank. The prices should be charged per market rate.

1.5 Parts and Warranty

- A. The Contractor shall make repairs using new and unused Original Equipment Manufacturer (OEM) parts.
- B. The Contractor shall provide one-year warranty on repairs and one-year warranty or manufacturer warranty on OEM parts.
- C. Warranty repairs shall be corrected in a timely manner upon notification. If the Contractor, after notice, fails to proceed promptly, the City may have the defects corrected by a third party and the Contractor shall be liable for all expenses incurred. Such action shall not relieve the Contractor of further warranty liabilities.

D. The Contractor will be responsible for submitting warranty claims to the manufacturer.

1.6 Service Personnel

- A. The Contractor shall employ sufficient full-time service personnel to perform services outlined in this contract. The Contractor's service technician(s) must be trained, experienced and qualified to perform services outlined in this contract.
- 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 technician shall check in with the onsite work coordinator prior to commencing work and check out after completing the work. This requirement applies to regular maintenance and call back repairs.

1.7 Invoicing

- A. Invoice pricing shall reflect pricing as shown in the Contract.
- B. All invoices shall provide detailed information, including:
 - 1. P.O No/Work order Number
 - 2. Service Address
 - 3. Model and Serial number of equipment
 - 4. Description of repair, PM and rental services
 - 5. Itemized list of charges i.e. labor, parts/material, to include copies of all invoices for parts/materials
 - 6. Name of authorizing City representative
- C. Approval of payment shall be authorized by the Contract Administrator

1.8. Recordkeeping

The Contractor shall establish and maintain a log delineating complete and accurate records of all repairs, parts, supplies and materials for each location for the term of the Contract. The Contractor shall update the logs after each service defined in the Contract.

1.9 Safety

The Contractor shall ensure that all work is performed in a safe manner and shall provide all necessary equipment and barriers to protect the work site, workers, City's employees, City's vehicles and property, and the public during performance of all services under this agreement.

1.10 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 ensure it complies with the contract requirements.

1.11 Work Site Locations

The Contractor shall perform general services to the following locations on an as needed basis:

Item	Building Name	Address	Manufacturer Model #	Serial #	KW
1	Health Department	1702 Horne Rd. Corpus Christi, TX 78416	Kohler TS-883	2055881	500
2	City Hall	1201 Leopard Corpus Christi, TX 78401	Cummins/500DFEK	H120372505	515
3	City Hall	1201 Leopard St. Corpus Christi, TX 78401	MAGNA One/680FDR8062GG	SE3293432	500
4	Gas Department	4225 S. Port Ave. Corpus Christi, TX 78415	Caterpillar/3304PC	02B6355	300
5	Police Department	321 John Sartain St. Corpus Christi, TX 78401	Olympian/B50P3	OLY00000CNP 01601	500
6	CCPD Motor Pool Bldg. 5	Service Center Drive, Corpus Christi, TX 78415	Generac/3859010100	2076244	150
7	Frost Bank	2402 Leopard St. Corpus Christi, TX 78408 Staples	Generac/433RSL4021	LM239963-0901	400
8	City Fuel Station	2726 Service Center Drive, Corpus Christi, TX 78415	2018 Kohler/20RESC	339TGVFPo436	17
9	Cefe Landfill	2397 Co. Rd. 20 Robstown, TX 78380	Coleman EN/C4117GP	03013867	100
10	Cefe Landfill	2397 Co. Rd. 20 Robstown, TX 78380	Cummins/DGDB	G060946257	100
11	Cefe Landfill	2397 Co. Rd. 20 Robstown, TX 78380	Cummins/DGDB	G060946256	100
12	Street Operations	2525 Hygeia Corpus Christi, TX 78415	LIMA ELECT/2846-0- 814	A35515TU	150

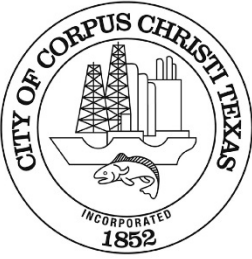
13	JC Elliot Transfer Station	6594 Greenwood Corpus Christi, TX. 78415	Coleman EN/C4117GP	03013867	100
14	Fleet	5352 Ayers St. Corpus Christi, TX 78415	Generac/Generator	2076244	300
15	Fleet	5352 Ayers St. Corpus Christi, TX 78415	Beloit/Generator	504192RE	300
16	Water Utility Building	2726 Holly Road Corpus Christi, TX 78415	Kohler/80RZ207	260073	300
17	Animal Care	2626 Holly Road Corpus Christi, TX 78415	Caterpillar/3304 PC	02B6355	300

1.12 Preventative Maintenance Tracking - Maximo

In order to properly install, operate, and maintain all new equipment for maximum reliability, minimum lifecycle costs, and maximum life; the City requires equipment vendors to provide the following sets of information for input into the City's Preventative Maintenance system (Maximo):

1. Name plate data for each equipment package or package component as applicable.
2. Installation instructions, diagrams, and specifications including tolerances for items such as alignment, balancing, and running vibration.
3. Operation start, run, and stop instructions; operating ranges, operator monitoring parameters, and operator inspection instruction and schedule.
4. Planned Maintenance schedule, including time-based preventive, meter-based preventative, and predictive monitoring tasks. Job plans, logout-tagout instructions, and required parts lists should be included for all planned maintenance tasks.
5. Parts lists with quantities for all planned maintenance. Recommended spare parts list and quantity for breakdown maintenance.

The City will provide formats and forms to submit the above information.



**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT DEPARTMENT
BID FORM**

RFB No. 2621

**Generator Preventative Maintenance, Repairs and Rentals for
Asset Management**

PAGE 1 OF 4

Date: 12/23/2019

Bidder: Loftin Equipment Company, 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 Contracts and Procurement 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	Annual Preventative Maintenance and Inspection	Unit	Qty.	Unit Price	Total Price
1	Health Department	Year	3	\$ 825	\$ 2475
2	City Hall (2 Generators)	Year	6	\$ 885	\$ 5310
3	Gas Department	Year	3	\$ 440	\$ 1320
4	Police Department	Year	3	\$ 380	\$ 1140
5	CCPD Motor Pool BLDG 5	Year	3	\$ 525	\$ 1575
6	Frost Bank	Year	3	\$ 670	\$ 2010
7	City Fuel Station	Year	3	\$ 380	\$ 1140
8	Cefe Land Fill (3 -Generators)	Year	9	\$ 525	\$ 4725
9	Streets Operations	Year	3	\$ 525	\$ 1575
10	JC Elliot Transfer Station	Year	3	\$ 525	\$ 1575

11	Fleet (2 Generators)	Year	6	\$ 670	\$ 4020
12	Water Utility Building	Year	3	\$ 525	\$ 1575
13	Animal Care	Year	3	\$ 440	\$ 1320
Item	Repairs	Unit	Qty	Unit Price	Total Price
14	Technician Normal Hours, M-F (8:00 AM to 5:00 PM)	Hours	1000	\$ 85.00	\$ 85,000.00
15	Technician After Hours, Weekends and Holidays	Hours	400	\$ 127.50	\$ 51,000.00
		Estimated Spend		Markup (%)	
16	Parts	\$220,000		25 %	\$ 275,000.00
17	Allowance for Rental of Generators *	\$30,000			\$30,000
Total					\$ 470,760.00

* See attached pricing sheets for specific generator rentals

Generator Rental Price List

- A. If the Contractor does not have the generator specified, then the Contractor can provide a rate for the equivalent one.
- B. The Contractor needs to provide a rate for single shift, double shift and triple shift.

Item	Type of Generator	Daily Rental	Weekly Rental	Monthly Rental
1	Kohler/TS- 883 500KW			
	Single Shift	\$ 1,920	\$ 5,080	\$ 12,520
	Double Shift	\$ 2,460	\$ 6,690	\$ 17,340
	Triple Shift	\$ 2,990	\$ 8,290	4 22,150
2	Cummins 500 DFEK 515KW			
	Single Shift	\$ 1,920	\$ 5,080	\$ 12,520
	Double Shift	\$ 2,460	\$ 6,690	\$ 17,340
	Triple Shift	\$ 2,990	\$ 8,290	\$ 22,150
3	Magna One/680FDR*062GG 500 KW			
	Single Shift	\$ 1,920	\$ 5,080	\$ 12,520
	Double Shift	\$ 2,460	\$ 6,690	\$ 17,340
	Triple Shift	\$ 2,990	\$ 8,290	\$ 22,150
4	Caterpillar 3304 PC 300 KW			
	Single Shift	\$ 1,280	\$ 3,390	\$ 8,400
	Double Shift	\$ 1,640	\$ 4,480	\$ 11,660
	Triple Shift	\$ 2,000	\$ 5,560	\$ 14,920
5	Olympian B50P3 500 KW			
	Single Shift	\$ 1,920	\$ 5,080	\$ 12,520
	Double Shift	\$ 2,460	\$ 6,690	\$ 17,340
	Triple Shift	\$ 2,990	\$ 8,290	\$ 22,150
6	Generac 3859010100 100KW			
	Single Shift	\$ 580	\$ 1,540	\$ 3,820
	Double Shift	\$ 750	\$ 2,040	\$ 5,310
	Triple Shift	\$ 910	\$ 2,530	\$ 6,790
7	Generac 433RSL4021 400KW			
	Single Shift	\$ 1,920	\$ 5,080	\$ 12,520
	Double Shift	\$ 2,460	\$ 6,690	\$ 17,340
	Triple Shift	\$ 2,990	\$ 8,290	\$ 22,150
8	2018 Kohler/20 Resc 17 KW			

	Single Shift	\$ 580	\$ 1,540	\$ 3,820
	Double Shift	\$ 750	\$ 2,040	\$ 5,310
	Triple Shift	\$ 910	\$ 2,530	\$ 6,790
9	Coleman EN/C4117GP 100 KW			
	Single Shift	\$ 580	\$ 1,540	\$ 3,820
	Double Shift	\$ 750	\$ 2,040	\$ 5,310
	Triple Shift	\$ 910	\$ 2,530	\$ 6,790
10	Cummins DGDB 100 KW			
	Single Shift	\$ 580	\$ 1,540	\$ 3,820
	Double Shift	\$ 750	\$ 2,040	\$ 5,310
	Triple Shift	\$ 910	\$ 2,530	\$ 6,790
11	Lima 2846-0-814 150 KW			
	Single Shift	\$ 860	\$ 2,260	\$ 5,500
	Double Shift	\$ 1,090	\$ 2,950	\$ 7,570
	Triple Shift	\$ 1,320	\$ 3,640	\$ 9,640
12	Coleman EN/C4117GP 100KW			
	Single Shift	\$ 580	\$ 1,540	\$ 3,820
	Double Shift	\$ 750	\$ 2,040	\$ 5,310
	Triple Shift	\$ 910	\$ 2,530	\$ 6,790
13	Generac 300KW			
	Single Shift	\$ 1,280	\$ 3,390	\$ 8,400
	Double Shift	\$ 1,640	\$ 4,480	\$ 11,660
	Triple Shift	\$ 2,000	\$ 5,560	\$ 14,920
14	Beloit/POW 300KW			
	Single Shift	\$ 1,280	\$ 3,390	\$ 8,400
	Double Shift	\$ 1,640	\$ 4,480	\$ 11,660
	Triple Shift	\$ 2,000	\$ 5,560	\$ 14,920
15	Kohler 80RZ207 300KW			
	Single Shift	\$ 580	\$ 1,540	\$ 3,820
	Double Shift	\$ 750	\$ 2,040	\$ 5,310
	Triple Shift	\$ 910	\$ 2,530	\$ 6,790
	Sub-Total Rentals	\$ 57,120	\$ 155,550	\$ 403,620

Attachment C- Insurance Requirements

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 Administer one (1) copy of Certificates of Insurance (COI) 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-written day notice of cancellation required on all certificates or by applicable policy endorsements.	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 Employers Liability	Statutory \$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.

2019 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

04/26/2019 Risk Management – Legal Dept.

Attachment C – Bond Requirements

No bond requirements necessary for this service agreement; Section 5. Insurance; Bonds Subsection (B) is null for this service agreement.

Attachment D - Warranty Requirements

- A. The Contractor shall make repairs using new and unused Original Equipment Manufacturer (OEM) parts.
- B. The Contractor shall provide one-year warranty on repairs and one-year warranty or manufacturer warranty on OEM parts.
- C. Warranty repairs shall be corrected in a timely manner upon notification. If the Contractor, after notice, fails to proceed promptly, the City may have the defects corrected by a third party and the Contractor shall be liable for all expenses incurred. Such action shall not relieve the Contractor of further warranty liabilities.
- D. The Contractor will be responsible for submitting warranty claims to the manufacturer.