



CO-OPERATIVE PURCHASE AGREEMENT NO. 6284

Heavy Equipment Rental for Public Works

THIS **Heavy Equipment Rental Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Closner Equipment Co., Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

1. **Co-operative Agreement.** Contractor has agreed to provide Heavy Equipment Rental in accordance with its agreement with BuyBoard Contract #685-22 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
2. **Scope.** Contractor will provide Heavy Equipment Rental in accordance with the attached Statement 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.
3. **Term.** The Term of this Agreement is two years beginning on the date provided in the Notice to Proceed from the City's Procurement Division. 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 in writing prior to the expiration of the original term or the then-current Option Period. 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.
4. **Compensation and Payment.** This Agreement is for an amount not to exceed \$250,000.00, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, 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.

Invoices must be mailed to the following address:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 5. 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: Velma Pena
Title: Contracts/Funds Administrator
Address: 2525 Hygeia Street, Corpus Christi, Texas 78415
Phone: 361-826-1933
Fax: 361-826-1671

IF TO CONTRACTOR:

Closner Equipment Co., Inc.
Attn: Scott Lindner
Title: South Texas Sales
Address: 21910 FM 2252, Schertz, Texas 78154
Phone: 210-430-3979
Fax: N/A

- 6. Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

CONTRACTOR

Signature: Scott Lindner
Scott Lindner (Mar 17, 2025 16:08 CDT)

Printed Name: Scott Lindner

Title: South Texas Sales

Date: 03/17/2025

CITY OF CORPUS CHRISTI

Sergio Villasana

Director, Finance & Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney

Date

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Incorporated by Reference Only:

Co-operative Agreement: BuyBoard #685-22

ATTACHMENT A: SCOPE OF WORK

General Requirements:

The Contractor shall provide rental equipment for the Corpus Christi Public Works Department as follows: compaction equipment, chip spreader, paving products, stabilizers/reclaimers, mills, and sweeper trucks. The equipment rentals will be on an as-needed basis.

Equipment Condition:

- A. Any equipment rented shall be guaranteed fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Supplier at no additional charge to Corpus Christi Public Works Department during the rental period. Repairs not caused by the misuse of the equipment shall be provided at no additional cost to the Corpus Christi Public Works Department.
- B. Rental equipment will be insured for each rental period by the City of Corpus Christi through the Texas Municipal League's Intergovernmental Risk Pool (TML-IRP) schedule. The Contractor shall fully complete a TML-IRP Schedule Change Request Form, Exhibit 1 (which is attached to this Attachment A and incorporated by reference) to include the year, make/model, value, serial VIN/ID number, and the loss payee's contact information for each item rented and in advance of the rental period. The Contractor is obligated to return each completed form to the Contract Administrator.
- C. At the time Corpus Christi Public Works Department takes possession of the equipment, the Contractor shall provide information regarding the current condition and any visual, pre-existing damage to the equipment. The Corpus Christi Public Works Department and the Contractor will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to Corpus Christi Public Works Department without the signed receipt of acceptance of the equipment.

Delivery:

- A. The Contractor will be responsible for the equipment's delivery, set-up, and pickup. Timely delivery is important to the daily operations of the Corpus Christi Public Works Department.
- B. Equipment delivery shall occur Monday through Friday, from 7:00 AM to 5:00 PM, and delivered to various locations within the City.

Invoicing:

A. The Contractor shall mail the original itemized invoice to the address below:

City of Corpus Christi Accounts Payable
P.O. Box 9277
Corpus Christi, TX 78469-9277

B. Itemized invoice shall contain the following:

- 1) Service Agreement and Purchase Order (PO) number
- 2) Point of Contact for location
- 3) Location/Address of delivery/pickup
- 4) Manufacturer/Model/Serial Number of equipment

SCHEDULE CHANGE REQUEST



Entity Name:	Entity ID:
Requested By (Name & Title):	Phone:

VEHICLE (AUTOMOBILE)

<input type="checkbox"/> Addition <input type="checkbox"/> Deletion <input type="checkbox"/> Change Effective Date:				Loss payee, Lessor, Lien Holder (Name/Address):
Year: Make: Model:				
VIN:				
Department: Secondary ID*:				
Gross Vehicle Weight: Leased Vehicle: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Emergency Use: <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Vehicles equipped with emergency lighting, i.e. Police, Fire, Ambulance)</small>				Loan Maturity Date:
Value: <small>(For Automobile Physical Damage Coverage, provide the value including mounted equipment (light bars, radios, etc.).)</small>	Original Cost New (OCN) \$	Actual Cash Value (ACV) \$	Agreed Value (AV) \$	
<input type="checkbox"/> Addition <input type="checkbox"/> Deletion <input type="checkbox"/> Change Effective Date:				
Year: Make: Model:				
VIN:				
Department: Secondary ID*:				
Gross Vehicle Weight: Leased Vehicle: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Emergency Use: <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Vehicles equipped with emergency lighting, i.e. Police, Fire, Ambulance)</small>				Loan Maturity Date:
Value: <small>(For Automobile Physical Damage Coverage, provide the value including mounted equipment (light bars, radios, etc.).)</small>	Original Cost New (OCN) \$	Actual Cash Value (ACV) \$	Agreed Value (AV) \$	

MOBILE EQUIPMENT

<input type="checkbox"/> Addition <input type="checkbox"/> Deletion <input type="checkbox"/> Change Effective Date:		Loss payee, Lessor, Lien Holder (Name/Address):
Year: Make/Model:		
Value: \$ Secondary ID:*		
Serial No.: Department:		
Loan Maturity Date:		
<input type="checkbox"/> Addition <input type="checkbox"/> Deletion <input type="checkbox"/> Change Effective Date:		Loss payee, Lessor, Lien Holder (Name/Address):
Year: Make/Model:		
Value: \$ Secondary ID:*		
Serial No.: Department:		
Loan Maturity Date:		

*Secondary ID: Entity's own identification

AUTOMOBILE means a landmotor vehicle, trailer, or semi-trailer designed for travel on public roads (including any machinery, equipment, tools, or apparatus attached thereto and not intended to be removed or used off of or away from the vehicle), but does not include **mobile equipment**.

MOBILE EQUIPMENT: Bulldozers, farm machinery, forklifts, and other vehicles **designed for use principally off public roads**; Vehicles maintained for use solely on or next to premises owned by or rented to the **Member** and **not licensed for highway use**; Vehicles that travel on crawler treads; Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted: a. Power cranes, shovels, loaders, diggers, or drills; or b. Road construction or resurfacing equipment such as graders, scrapers, or rollers.

ATTACHMENT B: BID/PRICING SCHEDULE

DESCRIPTION	TOTAL
Equipment Rental - BuyBoard #685-22 BuyBoard Rental Rate Schedule attached	\$ 240,000.00
Pickup and Delivery Allowance	\$ 5,000.00
Damage/Repairs Allowance	\$ 5,000.00
Not to Exceed Amount	\$ 250,000.00

CLOSNER EQUIPMENT COMPANY INC

Weekly Rental Rates on the Rollers

(Weekly rates not available on other specified equipment)

BRAND	MODEL	WEEK
Dynapac	CA6500PD	\$2,500
Dynapac	CC1200	\$1,000
Dynapac	CC1300	\$1,100
Dynapac	CC1400	\$1,500
Dynapac	CC4200	\$1,650
Dynapac	CC5200	\$1,900
Dynapac	CC6200	\$2,000
Basic	700	\$1,000
Dynapac	CP142/CP1200	\$1,400
Dynapac	CP2100W	\$1,500
Dynapac	CP2700	\$1,800

CLOSNER EQUIPMENT COMPANY INC

BUYBOARD RENTAL RATE SCHEDULE

BUYBOARD USERS QUALIFY FOR A 10% RENTAL RATE DISCOUNT OFF THIS SCHEDULE

San Antonio & South Texas Area: 21910 FM 2252, Schertz, Texas, 78154 (210) 732-2131

Austin & Central Texas Area: 13800 FM 973 North, Manor, Texas, 78653 (512) 272-8200

Dallas & Ft. Worth Area: 6532 E State Hwy 114, Rhome, Texas 76078 (817) 708-9108

Houston & Katy Area: 18851 GH Circle, Waller, Texas 77484 (936) 262-7299

			STANDARD MONTHLY RENTAL PRICE	BUYBOARD MONTHLY RENTAL PRICE
COMPACTION EQUIPMENT				
84" SMOOTH VIBRATORY, 12 TON	DYNAPAC	CA6500PD	\$7,000.00	\$6,300.00
47" DOUBLE DRUM, 3 TON	DYNAPAC	CC1200	\$2,100.00	\$1,890.00
51" DOUBLE DRUM, 4.5 TON	DYNAPAC	CC1300	\$2,200.00	\$1,980.00
68" DOUBLE DRUM, 11 TON	DYNAPAC	CC4200	\$5,300.00	\$4,770.00
77" DOUBLE DRUM, 12 TON	DYNAPAC	CC5200	\$5,900.00	\$5,310.00
84" DOUBLE DRUM, 13 TON	DYNAPAC	CC6200	\$6,400.00	\$5,760.00
PNEUMATIC, 3 TON	BASIC	700	\$3,900.00	\$3,510.00
PNEUMATIC, 8 TO 13 TON	DYNAPAC	CP1200	\$3,900.00	\$3,510.00
PNEUMATIC, 14 TON	DYNAPAC	CP2100W	\$5,700.00	\$5,130.00
PNEUMATIC, 30 TON	DYNAPAC	CP2700	\$6,700.00	\$6,030.00

CHIP SPREADER

8' - 16' VARIABLE WIDTH CHIP SPREADER	ROSCO	CSV	\$14,000.00	\$12,600.00
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PAVING PRODUCTS

ROTARY BROOM W/CAB & AC*	SUPERIOR/ROSCO	DT74/RB50	\$3,100.00	\$2,790.00
8 - 13 Ft. SMALL PAVER	MAULDIN/LEEBOY	650/1000G	\$6,000.00	\$5,400.00
8 - 15 FT. MID-SIZE PAVER	MAULDIN/LEEBOY/CARLSO	1850C/8520/CP100	\$12,000.00	\$10,800.00
8 - 15'6" FT. HIGHWAY CLASS PAVER	ROADTEC	RP170E	\$20,000.00	\$18,000.00
8 - 15'6" FT. HIGHWAY CLASS PAVER	ROADTEC/DYNAPAC	RP175E/D25T/D30T	\$22,000.00	\$19,800.00
10 - 20 FT. HIGHWAY CLASS PAVER	ROADTEC	RP190/RP195	\$24,000.00	\$21,600.00
MATERIAL FEEDER	DYNAPAC	MF2500CS	\$26,000.00	\$23,400.00
SHUTTLE BUGGY	ROADTEC	SB2500E/SB3000E	\$32,000.00	\$28,800.00

STABILIZERS/RECLAIMERS

LIME/CEMENT STABILIZER	ROADTEC	SX5E	\$20,000.00	\$18,000.00
LIME/CEMENT STABILIZER	ROADTEC	SX6E	\$26,000.00	\$23,400.00
LIME/CEMENT STABILIZER	ROADTEC	SX8E	\$30,000.00	\$27,000.00

MILLS

HALF-LANE COLD PLANER, REGULAR DUTY	ROADTEC	RX505E	\$23,000.00	\$20,700.00
HALF-LANE COLD PLANER, HEAVY DUTY	ROADTEC	RX600E	\$26,000.00	\$23,400.00
HEAVY DUTY HALF LANE COLD PLANER	ROADTEC	RX700E	\$30,000.00	\$27,000.00
HEAVY DUTY HALF TO FULL LANE COLD PLANER	ROADTEC	RX900E	MGMT	MGMT

SWEEPER TRUCKS

MECHANICAL- ISUZU CHASSIS	STEWART AMOS	STARFIRE S-4C	\$9,000.00	\$8,100.00
MECHANICAL- ISUZU CHASSIS	STEWART AMOS	STARFIRE S-4XL	\$10,000.00	\$9,000.00
REGENERATIVE-ISUZU CHASSIS	STEWART AMOS	GALAXY R-6	\$10,000.00	\$9,000.00