



SERVICE AGREEMENT NO. 6576

Generator Preventative Maintenance and Emergency Repair for Facilities

THIS **Generator Preventative Maintenance and Emergency Repair for Facilities Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and American Generator Services, LLC ("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 and Emergency Repair for Facilities in response to Request for Bid/Proposal No. 6576 ("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 shall provide Generator Preventative Maintenance and Emergency Repair for Facilities ("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.

(A) The term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually renew the term of this Agreement for up to two additional one-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.

(B) At the end of the term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the term or final Option Period, continue on a month-to-month basis for up to six months with compensation at the appropriate pro rata amount, based on the amount listed in Attachment B, for the month-to-month term. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' advance written notice to the other Party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$503,845.06, subject to approved amendments and changes. Payment will be made for Services performed and accepted by the City within 30 days of the invoice date, 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.

Invoices must 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, TX 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:

Attn: Sarah Hickey
Asset Management - Fleet Maintenance
Phone: 361-826-3327
SarahH@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 stated on 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 their entireties.

- 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 employee 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, 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 Quote/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 Service and/or 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 the determination is within the City Council's sole discretion when adopting each budget.

- 11. Independent Contractor.** Contractor shall perform the Services and 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.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing and executed by an authorized representative of each party.
- 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.** Reserved.
- 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: Sarah Hickey
Asset Management - Facility Maintenance
Address: 1201 Leopard St., Corpus Christi, Texas 78401
Phone: 361-826-3327
Fax: 361-826-4394

IF TO CONTRACTOR:

American Generator Services, LLC
Attn: Andrew Sanchez
Title: CEO
Address: 14317 NW Blvd., Corpus Christi, Texas 78410
Phone: 361-724-4331
Fax: N/A

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 THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, 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 may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City 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 may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days' advance written notice to the Contractor.

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 goods purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such goods and prior to receipt of the final payment by the City.

20. Limitation of Liability. Each party's maximum liability under this Agreement is limited to the total amount of compensation shown listed in Section 3 of this Agreement. In no event shall either party be liable for incidental, consequential, or special damages.

- 21. 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.
- 22. 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.
- 23. 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).
- 24. 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 law.
- 25. 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 forum and venue for such disputes is the appropriate district or county court in Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and the Contractor has 10 or more full-time employees, Contractor verifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

- 26. 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.
- 27. 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.

(Signature Page Follows)

CONTRACTOR

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORPUS CHRISTI

Rachel Erben Date
Assistant Director – Contracts & Procurement

Reviewed by:

Purchasing Manager Date

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Quote/Bid/Pricing Schedule

Attachment C: Insurance and Bond Requirements

Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 6576

Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

- A. The Contractor shall provide Generator Preventative Maintenance on an annual basis, Repair, and Generator rentals on an as-needed basis.
- B. The Contractor shall provide services to multiple generators of various brands - Olympian, Caterpillar, Generac, Onan, Baldor, and Detroit, which are listed in Work Locations listed below. 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 preventative 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 preventative maintenance services on an annual basis. The service to be completed on or before the date of the last preventative maintenance performed. The city, will schedule preventative maintenance service visits.
- B. Preventative maintenance will be performed, Monday to Friday, from 8:00 AM to 5:00 PM. The Contractor will check in and check out with the Electrical Superintendent before and after all authorized work is performed.
- C. The preventative 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 preventative maintenance and

for all parts/materials/fluid requirements.

- a. Complete inspection of engine, generator, transfer switch and associated equipment, including the battery, battery charger, control panel, gauges, support structure, mounting systems, fuel tanks, and exterior of equipment.
 - b. Check and test all safety devices.
 - c. Check Engine Coolant.
 - d. Check for fault codes and correct deficiencies.
 - e. Verify voltage and frequency output.
 - f. Adjust engine speed.
 - g. Adjust fuel regulator (if applicable).
 - i. Inspect fuel system, air intake, and exhaust systems.
 - j. Inspect oil for contamination, if necessary, perform metal wear analysis.
 - k. Perform fuel analysis, if necessary (diesel fuel generator).
 - l. Remove and replace lubricating oil and filters.
 - m. Remove and replace fuel filter and air filter on gasoline and diesel generators.
 - n. Remove and replace sparkplugs on gasoline, propane and CNG generators.
 - o. Test and inspect battery charging system for proper function.
 - p. Manually start the generator.
 - q. Supply load test equipment and perform load test as requested by Facilities Maintenance.
 - r. 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.
 - s. Dispose of any used parts and fluid in accordance with current EPA and/or TCEQ rules and regulations.
 - t. Test any electronic components.
- D. The Contractor shall repair and/or replace parts identified during preventative maintenance. Preventative 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 the Contractor identifies the necessary repairs and/or replacement of parts, the Contractor shall provide a "not to exceed estimate" inclusive of labor and parts/material cost to the Electrical Superintendent for approval.
- F. The Contractor shall completely document all repairs. A copy of each preventative maintenance service and repair report will be provided to Facility Maintenance at the time of completion and shall provide the following information:
 - 1. Service Address
 - 2. Work Order number
 - 3. Unit number
 - 4. Model and serial number of equipment repaired
 - 5. Description of the repairs
 - 6. Itemized list of replacement parts/materials
 - 7. Name of approving personnel

1.3 Repair Service

- A. Repair service is a request from the Contract Administrator or Electrical Superintendent to the Contractor requesting the Contractor to repair a specific generator.
- B. Call back includes emergency or non-emergency repair services. The City's Electrical Superintendent will use prudent judgment to define an emergency or non-emergency. The City's Electrical Superintendent's decision shall remain final and the Contractor shall act accordingly.
- C. The Contractor will receive emergency repair requests via telephone and must call back within 15 minutes of call being placed by the City's Electrical Superintendent. During an emergency, the Contractor shall reach the site within a two-hour response time.
- D. During a non-emergency, the Contractor shall be available at the site within a three-hour response time.
- E. In the event of adverse weather i.e. hurricane, storm, tornado etc., the Contractor shall be available immediately, if necessary, after the post weather event.
- F. The Contractor shall identify the repair required and provide the City's Electrical Superintendent with a written estimate of the

time and parts/materials required for the repair to obtain approval to perform the repair.

- G. The Contractor shall complete repairs within 24 hours of arrival on site. The Contractor will communicate to the Electrical Superintendent any conditions that may delay work being completed within 24-hour period.
- H. In case of emergency or adverse weather, the City reserves the right to use another Contractor, if the Contractor response times are non-compliant.
- I. Contractor shall only invoice the City for the time spent on the property.
- j. The Contractor shall provide an in-kind generator replacement at cost plus the part percentage markup and labor if a generator cannot be repaired

1.4 Generator Rentals

- A. The City, will request the Contractor to provide a generator rental if the City needs back up power or the current generator is non-repairable.
- 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 reserve the right to use another contractor, if the contractor response times are non-compliant.
- D. The City may rent generators that vary in size up to 600KW.
- E. The Contractor shall be responsible for the delivery and pick up of the generator and 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 City of Corpus Christi notifies the Contractor that the generator is no longer required.
- G. The City may rent generators on a Single Shift, Double Shift or Triple Shift, depends on the circumstances. A Single Shift is defined as 8 hours/day, 40 hours/week and 160 hours/month. A Double Shift is defined as 16 hours/day, 80 hours/week and 320 hours/month. A Triple shift is defined as unlimited usage in a day, week and unlimited month. Month is defined 28 days and Week is defined as 7 days.
- H. During the rental period, the contractor shall be responsible for

the preventative maintenance, repairs and/or replacement of parts of the generator.

- I. The Contractor shall provide a price inclusive of insurance and damage waiver.
- J. The Contractor shall deliver the generator full of required fuel.

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 another contractor and the Contractor shall be liable for all expense 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 Estimating General Requirements

- A. The Contractor shall provide Emergency Generator Routine Inspection, Testing, General Preventative Maintenance and Repair Service to City Owned locations listed in this Scope of work on as needed basis.
- B. The Contractor shall have enough responsible and trained personnel to provide the required services.
- C. The Contractor shall furnish labor, parts, supplies, materials, tools, and equipment necessary to perform the services for all locations.
- D. All work performed must be accomplished in a manner that meets all applicable specifications, trade standards and provisions, and federal, state, and local codes and regulations.

1.7 Service Call

- A. The City will provide the work order before commencement of services. The Contractor shall request the work order from the City's Electrical Superintendent, if City fails to provide.

- B. To minimize overstaffing, the City staff shall provide work description in the Work Order or explain by email/phone. Based on description, Contractor will have a general idea of the work prior to commencement. The Contractor shall not overstaff for job repairs and the City's reserves the right to pay the price based upon customary trade practices.
- C. After inspection of work, if the anticipated cost of labor and materials exceeds \$1000, the Contractor must obtain approval from the City's Electrical Superintendent prior to commencement of work.
- D. The Contractor shall perform service calls during normal working hours 8:00 AM to 5:00 PM, excluding City holidays. The Contractor shall be on site within two hours or within an agreeable time frame determined by the Electrical Superintendent.
- E. Emergency service calls are defined as an event which requires immediate action to prevent a hazard to life, health, safety, and property. Contractor shall be on site within an agreeable time frame determined by the Electrical Superintendent.
- F. The Contractor shall check in with the Electrical Superintendent at the location upon arrival and check out after completion of work.
- G. If the Contractor is required to leave the premises to obtain parts/ materials, the Electrical Superintendent must be notified.
- H. The Contractor shall only invoice the City for the time spent on the property.
- I. Upon completion of the routine or emergency service call, the Contractor's representative shall provide an invoice and an invoice submittal checklist. The checklist shall include, but not limited to – Company Name, Name of technician and/or helper, Date of Service, Detailed Description of the work performed, parts and materials used, Work Order number, unit number, service agreement number, P.O. number if applicable and total time spent on job, and the name of the approving personnel.
- J. Along with making repairs, the Contractor shall be required to remove existing materials and dispose all waste materials when performing repairs or part replacement.
- K. The Contractor shall be responsible for making repairs damaged during the completion of work or as a result of action or inaction by contractor's staff.

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 Service Personnel

- A. Any personnel assigned to the service agreement shall meet all applicable certification requirements of any regulatory agency having jurisdiction. The Contractor shall ensure that all personnel are continuously trained to meet the latest industry standards.
- B. The Contractor shall ensure that all crews are 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. Contractor's employees working on site shall wear clothing with an identification logo bearing the name of the company visible from 15 feet. All personnel shall be neatly dressed in shirts, safety shoes and long pants. Shorts or torn clothing are unacceptable. Clothing worn shall be suitable for electrical work in accordance with NFPA 70E requirements.
- C. If the service personnel does not perform as per requirement, the City has the right to reject the personnel and the Contractor is liable to deploy new personnel.
- D. The Contractor shall conduct background checks for all personnel before assigned to work under this agreement. The City of Corpus Christi may ask for background check report from the Contractor. The City reserves the right to approve or refuse employees because of the background check. The Background check will be done at the sole expense of the Contractor.

1.10 Invoicing

- A. Each month, the Contractor shall submit the invoice for repair services to the City's Contract Administrator. Invoice must contain following:
 - a. Service address
 - b. Purchase order number
 - c. Unit number
 - d. Description of work
 - e. Total hours billed, itemized by position and hourly rate
 - f. Work order number
 - g. Copies of all invoices for parts/materials (to verify markup %)
 - h. Listing of parts/materials used
 - i. Name of the approving personnel
- B. Approval for payment shall be authorized by the City's Electrical Superintendent.

1.11 Safety

- A. The Contractor shall barricade or place cones around the work area before commencing services. The Contractor shall safeguard the area while services are being performed. Contractor shall try to minimize an interference to the building occupants with the day-to-day operations. The Contractor shall be responsible for assuring the safety of its employees, City employees, and the public during performance of all services under this agreement.
- B. The Contractor shall not store worn or defective parts on City premises at the end of the work-day, unless otherwise approved by the Electrical Superintendent or designee.
- C. The Contractor must clean work site from debris or hazards after completion of work.
- D. The Contractor shall dispose all worn/defective parts, oils, solvents, in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health.
- E. All personnel exposed to hazardous voltages shall comply with NFPA 70e as required.
- F. Contractor shall comply with Lock Out Tag Out practices to isolate/secure all energy sources prior to any work being performed.

1.12 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.

1.13 Work locations

The Contractor shall perform general services to the following locations including but not limited to:

	BUILDING	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 St, Corpus Christi, TX 78401	MAGNA ONE/680FDR8062 GG	SE3293432	500
3	Gas Department	4225 S Port Ave, Corpus Christi, TX 78415	Kohler	34LLGMJH00 02	135

4	Police Department	321 John Sartain St, Corpus Christi, TX 78401	OLYMPIAN/ B50P3	OLY00000CN PF01601	500
5	CCPD Motor Pool BLDG 5	Service Center Drive, Corpus Christi, TX 78415	Generac/ 3859010100	2076244	150
6	Frost Bank	2402 Leopard St, Corpus Christi, TX 78408	Generac	3005196509	500
7	City Fuel Station	2726 Service Center Drive, Corpus Christi, TX 78415	2018 KOHLER/ 20RESC	339TGVFPO4 36	17
8	Utilities – Staples Booster Pump Station	Intersection at County Rd 43/FM2444	TAYLOR 450	X16C113606	450
9	Utilities – Navigation Booster Pump Station	302 Navigation Corpus Christi, Tx 78408	TAYLOR 450	X16E196614	450
10	Fleet	2726 Civitan Bldg 3B Corpus Christi, Texas 78415	GENERAC/ GENERATOR	2076244	300
11	JC Elliot Transfer Station	6594 Greenwood Corpus Christi, Texas 78415	COLEMAN EN/C4117GP	03013867	100
12	Water Utility Building	2726 Holly Rd Corpus Christi, Texas 78415	KOHLER/ 80RZ207	260073	300
13	Animal Care	2626 Holly Corpus Christi, Texas 78415	KOHLER 6.2 KG125	3MVGMHJ00 04	300
14	Fire Station 2	13421 Leopard Corpus Christi, Texas 78410	KOHLER	SGV323DTB	18
15	Fire Station 3	1401 Morgan Ave Corpus Christi, Tx 78404	GENERAC	5830117	24
16	Fire Station 4	2338 Rodd Field Rd Corpus Christi, Texas 78414	GENERAC	5577230	20
17	Fire Station 6	6713 Weber Rd. Corpus Christi, Texas 78413	GENERAC	4790442	16

18	Fire Station 11	910 Airline Rd. Corpus Christi, Texas 78412	KOHLER	SGV322K24	18
19	Fire Station 13	1802 Waldron Rd Corpus Christi, Texas 78418	KOHLER	SGV322JVV	18
20	Fire Station 14	5901 S. Staples Corpus Christi, Texas 78413	GENERAC	4083441	40
21	Fire Station 15	14202 Commodores Corpus Christi, Texas 78418	GENERAC	5098800	40
22	Fire Station 16	8185 State Hwy 361 Corpus Christi, Texas 78373	HOLT/OLYMPIAN	OLY00000KN PT00265	135
23	Fire Station 17	6869 Yorktown Blvd Corpus Christi, Texas 78414	GENERAC	2098332	35
24	Fire Station 18	6226 Ayers Corpus Christi, Texas 78415	KOHLER 80	SGM32K8DP	80
25	Fire Warehouse	1501 Holly Rd. Corpus Christi, Texas 78417	KOHLER 100	SGM32JNFZ	100

1.14 Generator Rental Price list

- A. The City will request the Contractor to provide a generator rental if the City needs back up power or the current generator is non-repairable.
- 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 contractors' response times are noncompliant.
- D. The City may rent generators that vary in size up to 600 kw.
- E. The Contractor shall be responsible for the delivery and pick up of the generator and the loading and unloading of the generator.
- F. The rental period will start upon delivery from the Contractor's premises and the rental period will end when the City notifies the Contractor that the generator is no longer required.

- G. The City may rent generators on a single shift, double shift, or triple shift, depending on the circumstances.
 - a. A single shift is defined as eight hours a day, 40 hours a week, and 160 hours a month.
 - b. A double shift is defined as 16 hours a day, 80 hours a week, and 320 hours a month.
 - c. A triple shift is defined as unlimited usage in a day, week, and unlimited month.
 - d. Week is defined as seven days.
- H. During the rental period, the Contractor shall be responsible for the preventative maintenance, repairs, and/or replacement of parts of the generator.
- I. The Contractor shall provide a price inclusive of insurance and damage waiver.
- J. The Contractor shall deliver the generator full of required fuel. The Contractor will be responsible for supplying the fuel at the start of the rental period. The generator shall be returned with a full tank of fuel to the Contractor.
- K. If the Contractor does not have a generator as per specifications given by Electrical Superintendent, the Contractor shall provide a rate for an equivalent generator.
- L. The Contractor shall provide pricing for generator pricing on Exhibit A. Prices quoted on Exhibit A will be used at time of rental.

Exhibit AGenerator 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 shall provide a rate for emergency rental.

Item	Type of Generator	Daily Rental	Weekly Rental	Monthly Rental
1	MAGNA ONE/680FDR8062GG	\$ 960	\$ 2,880	\$ 8,640
2	CATERPILLA/ 3304 PC	\$ 1,164	\$ 2,544	\$ 6,458
3	OLYMPIAN/ B50P3	\$ 396	\$ 961	\$ 2,452
4	Generac/ 3859010100	\$ 644	\$ 1,615	\$ 4,034
5	Generac/ 433RSL4021	\$ 2,006	\$ 5,009	\$ 12,526
6	2018 KOHLER/ 20RESC	\$ 681	\$ 1,697	\$ 4,241
7	COLEMAN EN/ C4117GP	\$ 396	\$ 961	\$ 2,452
8	LIMA ELECT/ 2846-0-814	\$ 1,164	\$ 2,544	\$ 6,458
9	COLEMAN EN/ C4117GP	\$ 396	\$ 1,697	\$ 4,241
10	GENERAC/ GENERATOR	\$ 644	\$ 1,615	\$ 4,034
11	BELOIT/ POW	\$ 2006	\$ 5009	\$ 12,526
12	KOHLER/ 80RZ207	\$ 616	\$ 1,536	\$ 3,841
13	CATERPILLA/ 3304 PC	\$ 1,164	\$ 2,544	\$ 6,458



CITY OF CORPUS CHRISTI FINANCE & PROCUREMENT BID FORM

RFB No. 6576

Generator Preventative Maintenance and Emergency Repair for Facilities

PAGE 1 OF 2

Date: 07-15-2025

Bidder: American Generator Services

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	Description	Location	Unit	Qty for 1 year	Unit Price	Total Price
1	Technical Maintenance and Repairs Normal Hours (M-F 8:00am – 5:00pm)	All	Hour	1,000	\$ 160	\$ 160,000
2	Technical Maintenance and Repairs After Hours (M-F 5:01pm – 7:59am, Holidays & Weekends)	All	Hour	400	\$ 200	\$ 80,000
3	Kohler 500kw Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm)	Health Department	Annual	1	\$ 1,997.99	\$ 1,997.99
4	Magna One 500kw Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm)	City Hall	Annual	1	\$ 1,810.32	\$ 1,810.32

5	Olympian 500kw Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm)	Police Dept	Annual	1	\$ 1,715.57	\$ 1,715.57
6	Generac 400kw Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm)	Frost Bank	Annual	1	\$ 2,297.61	\$ 2,297.61
7	Taylor 450kw Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm)	Utilities- Staples Booster Pump Station	Annual	1	\$ 2,048.17	\$ 2,048.17
8	Taylor 450kw Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm)	Utilities- Navigation Booster Pump Station	Annual	1	\$ 2,048.17	\$ 2,048.17
9	Generac 300kw Taylor 450kw Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm)	Fleet	Annual	1	\$ 1,927.23	\$ 1,927.23
					Mark up %	Estimated Spend Including Markup
10	Parts	All			_30_%	\$ 220,000.00
11	Allowance for generator rental	All			_20_%	\$ 30,000.00
	Grand Total per Year					\$ 503,845.06

ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency 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 is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, 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 an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

- 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 a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article 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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation 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 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, 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 agreement.
- 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 agreement.

- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

BOND REQUIREMENTS:

No Bonds are required for this agreement.

2023 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

01/01/2023 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

1 year workmanship warranty