



CO-OPERATIVE PURCHASE AGREEMENT NO. 5418

Dump Trucks Rental for Public Works

THIS **Dump Trucks Rental for Public Works Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and United Rentals (North America), 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 Dump Trucks Rental for Public Works in accordance with its agreement with Sourcewell #062320 (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 Dump Trucks Rental for Public Works 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 one year 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 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. 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 \$183,402.00, 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: Michael Nandin
Title: Contract/Funds Administrator
Address: 2525 Hygeia Street, Corpus Christi, Texas 78415
Phone: 361.826.1671
Fax: N/A

IF TO CONTRACTOR:

United Rentals (North America), Inc. - Branch L40
Attn: Cassandra Carrillo
Title: Outside Sales Representative
Address: 501 S Padre Island Dr., Corpus Christi, Texas 78405
Phone: 361.289.7000
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

DocuSigned by:

Signature: Cassandra Carrillo

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Printed Name: Cassandra Carrillo

Title: OSR

Date: 10/16/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of 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: Sourcewell #062320

ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements

The City of Corpus Christi Public Works Department/Channel Maintenance Division requires the rental of Three (3) 12-14 Yard Dump Trucks for Public Works Department (Channel Maintenance Division) to be used at various projects Citywide.

1.2 Contractor will be responsible for the following:

- A. Equipment will be made ready ensuring the equipment is in excellent working condition and meets all City and State licensing requirement at the time of pickup.
- B. Equipment will be full of fuel at time of pickup.
- C. Preventative maintenance and inspection during the term of the contract.
- D. Resolving all mechanical issues on the equipment.
- E. Performing repairs or replace equipment within two working days (Monday through Friday) of notice being given.
- F. Providing credit for idle days and/or hours if the equipment is idle because of repair or replacement..

1.3 City Employees will be responsible for the following

- A. City employee with a current CDL license will pickup the equipment at the Contractor's place of business.
- B. City employee with a current CDL license will deliver the equipment back to the Contractor's place of business at the end of the term of this agreement.
- C. Handling the three dump trucks while in our possession.
- D. Keeping the three dump trucks clean while in our possession.
- E. Checking fluid levels; oil, coolant, power steering, windshield washer.
- F. Re-fueling of the three dump trucks prior to return, or a per gallon fee determined by the local vendor's place of business.
- G. Insurance coverage via the City Self Insurance (TML IRP) of the equipment during the 1-Year Rental.

City of Corpus Christi Point of Contract:

Brandon Gunter, Work Coordinator
Phone Number (Office) (361) 826-1945
Phone Number (Mobile) (361) 290-6952
brandong3@cctexas.com



ATTACHMENT B - PRICING

BRANCH L40
501 S PADRE ISLAND DR
CORP CHRISTI TX 78405-4110
361-289-7000

Job site

PUBLIC WORKS
2525 HYGEIA
CORP CHRISTI TX 78415-4117

Office: 361-826-3623 Cell: 361-215-9564

CITY OF CORPUS CHRISTI
PO BOX 9277
CORP CHRISTI TX 78469-9277

Customer # : 3832641
Quote Date : 10/11/23
Estimated Out : 11/01/23 09:00 AM
Estimated In : 10/31/24 09:00 AM
UR Job Loc : 2525 HYGEIA, CORP CH
UR Job # : 4
Customer Job ID:
P.O. # : TBD
Ordered By : MICHAEL NANDIN
Written By : CASSANDRA CARRILLO
Salesperson : CASSANDRA CARRILLO

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
3	9527075	TRUCK DUMP 10-14 YARD CDL		541.00	1,689.00	4,661.00	183,402.00
							Rental Subtotal: 183,402.00
							Agreement Subtotal: 183,402.00
							Estimated Total: 183,402.00

COMMENTS/NOTES:

CONTACT: MICHAEL NANDIN
CELL#: 361-826-1671

INTERESTED IN BUYING EQUIPMENT?
WE HAVE A LARGE SELECTION OF USED EQUIPMENT FOR SALE!

SOURCEWELL BASED CONTRACT 062320 URI

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

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 EMPLOYER'S LIABILITY	Statutory \$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.

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

No manufacturer's warranty required for this Agreement.