



## SERVICE AGREEMENT NO. 1528

### Generator Service and Repair for CCFD

THIS **Generator Service and Repair for CCFD 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 Service and Repair for CCFD in response to Request for Bid/Proposal No. 1528 ("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 Service and Repair for CCFD ("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 24 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to one additional 12-month periods ("Option Period(s)"), provided, the parties do so in writing and 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.** The total value of this Agreement is not to exceed \$38,700, 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. 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.
- 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:

Gerardo Garcia  
Fire Department  
361.826.8427  
GerardoG@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 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.** Any Services 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.

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 30<sup>th</sup> 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 if the subcontractors were not named at the time of bid or proposal, 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.
13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.

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 related 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: Gerardo Garcia  
Fire Captain  
2406 Leopard, #300, Corpus Christi, Texas 78408  
361.826.8427  
Fax: 361.826.4515

**IF TO CONTRACTOR:**

Loftin Equipment Company, Inc.  
Attn: Steven Stewart  
Account Manager  
1241 Universal City Blvd., San Antonio, Texas 78148  
210.881.1623  
Fax: 210.881.1623

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. CONTRACTOR'S INDEMNITY DOES NOT EXTEND TO ANY CLAIMS RESULTING SOLELY FROM THE NEGLIGENCE OF ANY OF THE INDEMNITEES. 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 perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term 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. 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.

**20. 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.

**21. 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).

- 22. 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.
- 23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. 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. 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.
- 26. Limitation on Liability.** Neither Party shall be liable to the other Party for indirect, special, consequential, incidental multiple or punitive damages, or any damage deemed to be of an indirect or consequential nature, arising out of or related to its performance under this Contract, whether based upon breach of contract, warranty or negligence, and whether grounded in tort, contract, civil law or other theories of liability, including strict liability. The term (consequential damages) shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital.

**(SIGNATURE PAGE FOLLOWS)**



## **Attachment A: Scope of Work**

### **1 General Requirements/Background Information**

The Contractor shall provide Generator Repair and Preventive Maintenance Services for Fire Stations located throughout the City of Corpus Christi.

### **2 Scope of Work**

#### **A. Service Requirements**

1. Contractor shall service Generac, Kohler, and Cummins generators.
2. Service Technicians must have mechanical capabilities to repair, maintain, and service generators.
3. Contractor shall be available for emergency repairs and/or troubleshoot if generator is not working properly.
4. Contractor shall be able to perform specified services 24 hours a day, 365 days a year on an as needed basis. The City will use prudent judgment when calling after regular working hours for specific services.
5. Contractor shall be available within 24 hours post storm (hurricane, tornado, etc.) to repair generators damaged during storm.
6. Contractor shall receive work order requests via telephone and must respond within 30 minutes of call being placed by the Fire Department or within a reasonable time frame of the call being placed.
7. Contractor shall be on site within four hours with the exception of storm events or within an agreeable timeframe determined by the Fire Department and the Contractor upon receipt of service request.
8. Contractor shall repair the generator operational deficiencies within 24 hours of arrival on site or have communicated with the Contract Administrator of any conditions that may delay work being completed within the 24 hours timeframe.
9. All parts installed or replaced shall be Original Equipment Manufacturer (OEM), new and unused.

#### **B. Service requests are to be accepted by the following authorized personnel**

1. Assistant Chief of Support Services
2. Captain assigned to Facility Maintenance
3. Battalion Chief of Duty during emergency situations

#### **C. Contract Administrator or representative will authorize the work to be performed.**



- D. Contractor will check in and check out with the station Captain or other station personnel before and after all authorized work is performed.
- E. All repairs shall be completely documented by the Contractor. A copy of each service request or repair slip will be provided to the personnel on site at time of completion and shall provide the following information:
  - 1. Site location of the equipment repair
  - 2. Name, model number and serial number of the equipment repaired
  - 3. Name and model number of any replacement parts
  - 4. Type of repairs or work performed
- F. If any generator is deemed non-repairable, the Contractor shall immediately notify the Contract Administrator

### **3 Preventative Maintenance**

- A. Each Fire Station generator will require a complete preventative maintenance service to be completed on or before June 1<sup>st</sup> of each year once contract has been issued.
- B. Complete preventative maintenance service shall include but is not limited to:
  - 1. Complete inspection of engine, generator, and associated equipment to include: battery, battery charger, control panel, gauges, support structure, mounting systems, fuel tank where applicable and exterior of equipment.
  - 2. Check and test all safety devices
  - 3. Check coolant (if applicable)
  - 4. Check for fault 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 battery 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 spark plugs
15. Test and inspect battery charging system for proper function
16. Manually start the generator
17. Perform load test
18. Document and provide report of service
19. Dispose of any used parts and fluids in accordance with current EPA and/or TCEQ rules and regulation
20. Transfer switches:
  - a. Inspect and clean each drive
  - b. Lubricate moving parts and contact surfaces
  - c. Inspect and ensure all connections are tight and meet required and/or recommended torque specifications
  - d. Perform power transfers to ensure proper operation

**4 Work Site and Conditions**

The work shall be performed at the following fire stations:

<b>Station</b>	<b>Address/Zip Code</b>	<b>Phone Number</b>
1	514 Belden / 78401	361-826-8054
2	13421 Leopard St. / 78410	361-826-1245
3	1401 Morgan Ave. / 78404	361-826-1250
4	2338 Rodd Field Rd. / 78414	361-826-1247
5	3105 Leopard St. / 78408	361-826-4648
6	6713 Weber Rd. / 78413	361-826-8071
7	3722 S. Staples / 78411	361-826-8075
8	4645 Kostoryz / 78415	361-826-8077
9	501 Navigation Blvd / 78408	361-826-1255
10	1550 Horne Rd. / 78416	361-826-1258
11	910 Airline Rd. / 78412	361-826-8073
12	2120 Rand Morgan Rd. / 78410	361-826-8120
13	1802 Waldron Rd. / 78418	361-826-8080
14	5901 S. Staples St. / 78413	361-826-8150
15	14202 Commodores Dr. / 78418	361-949-9934
16	8185 State Hwy 361 / 78418	361-826-4183
17	6869 Yorktown / 78414	361-826-8050
18	6226 Ayers / 78415	361-826-8061
Shop/Warehouse	1501 Holly Rd. / 78417	361-826-3923
Old Station 5	3312 Leopard St. / 78408	-----

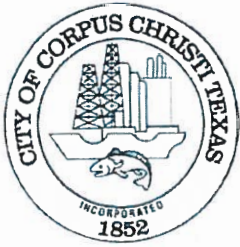
**5 Contractor Quality Control and Superintendence**

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 insure it complies with the contract requirements.

**6 Warranty**

Warranty on all repairs shall be 90 days or better for all labor and materials

## Attachment B: Bid/Pricing Schedule



### CITY OF CORPUS CHRISTI BID FORM PURCHASING DIVISION RFB No. 1528 Generator Service and Repair for Corpus Christi Fire Department

PAGE 1 OF 1

Date: 3/19/2018

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 Purchasing 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	UNIT	QTY	Unit Price	Total Price
1	Technician regular hours - Monday thru Friday 8:00am-5:00pm	HRS	160	\$90.00	\$14,400.00
2	Technician after hours – Monday thru Friday 5:01pm-7:59am; Saturday/Sunday/holidays	HRS	40	\$135.00	\$5,400.00
3	Generator Preventative Maintenance	HR	80	\$80.00	\$6,400.00
Item	Description	Unit	Qty	% Markup	Price + Markup Total
4	Parts	EA	\$10,000.00	25%	\$12,500.00
<b>Total</b>					<b>\$38,700.00</b>

Total = 2 years of service

## Attachment C: Insurance Requirements

### A. CONTRACTOR'S LIABILITY INSURANCE

1. 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.
  
2. Contractor must furnish to the City's Risk Manager and Director of Facilities & Property Management one (1) copy of Certificates of Insurance 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
<b>30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.</b>	<b>Bodily Injury and Property Damage</b> 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 (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part B of this Exhibit.
Employers Liability	\$500,000/\$500,000/\$500,000

3. 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.

B. ADDITIONAL REQUIREMENTS

1. 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.
2. 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.
3. 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

4. **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.

5. 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.
6. 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.
7. 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.
8. 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.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements  
Purchasing  
Generator Service and Repairs  
02/05/2018 sw Risk Management

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

Warranty on all repairs shall be 90 days or better for all labor and materials.