



## SERVICE AGREEMENT NO. 72100

### Generator Annual Preventative Maintenance for O.N. Stevens Water Treatment Plant

THIS **Generator Annual Preventative Maintenance for O.N. Stevens Water Treatment Plant Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Cummins Southern Plains LLC, ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Generator Annual Preventative Maintenance for O.N. Stevens Water Treatment Plant in response to Request for Bid/Proposal No. SS-72100 ("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 Annual Preventative Maintenance for O.N. Stevens Water Treatment Plant ("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 five years, 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 zero additional zero-year 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.** This Agreement is for an amount not to exceed \$296,755.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

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

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Diana Zertuche-Garza  
Department: Utilities Department  
Phone: (361) 826-1827  
email: dianaG@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 relevant insurance policies when compelled by court order. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

**7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If correction or re-working at no charge cannot be made by the Contractor within a reasonable time, 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 the manufacturer's 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.

**(D) THE WARRANTIES IN THIS SECTION 8, ATTACHMENT D, AND THE MANUFACTURER'S EXPRESS WRITTEN WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES PROVIDED HEREUNDER. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CONTRACTOR HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**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 unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Diana Zertuche-Garza  
Title: Contracts/Funds Administrator  
Address: 2726 Holly Road, Corpus Christi, Texas 78415  
Phone: (361) 826-1827  
Fax: (361) 826-1715

**IF TO CONTRACTOR:**

Cummins Southern Plains LLC  
Attn: General Manager Planned Maintenance  
4855 Mountain Creek Parkway  
Dallas, TX 75236-4603

With a Copy to:

Cummins Southern Plains LLC  
Attn: Contracts Administration  
600 North Watson Road  
Arlington, TX 76011-5319

- 17. SUBJECT TO THE LIMITATION OF LIABILITY BELOW, 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 SUFFERED BY THIRD PARTIES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT. 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 CHOSEN BY CONTRACTOR AND REASONABLY SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City Manager may terminate this Agreement for Contractor's failure to 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 other than to Contractor's parent company, 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 if required by said statute.

- 23. 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.
- 24. 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
- 25. Limitation on Liability.** *THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CONTRACTOR'S INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED TWO TIMES THE PRICE OF THE SERVICES PAID BY CITY UNDER THIS AGREEMENT, WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED, ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.*

[Signature Page Follows]





**Attachment A - Scope of Work**

**1.1 General Requirements/Background Information**

Annual generator maintenance requirements to include diesel engine, generator and all associated systems (generator sets – diesel engine and generator connected to it) and equipment such as batteries, PLC's, software and transfer switches for the following work site locations and conditions:

<b>Item #</b>	<b>Location/Address</b>	<b>Description</b>	<b># of Generator Sets</b>
1	O. N. Stevens (ONS) Water Treatment Plant, 13101 Leopard St	ONS Alternate Power Generators; Model – Cummins QSK 60-G6 Diesel; 2000 KW/60HZ; Age – 2000; Plus one (1) to be added in 2019	4
2	Sand Dollar Booster Pump Station, 14201 Sand Dollar Ave, 78418	Sand Dollar Booster Pump Station Power Command Generator Set; Model – Cummins QSX15 Diesel/DFEH-5678284/Power Command 3200 Series; 480V/50-60HZ/350SW; Age – 2002	1

**1.2 Scope of Work – O.N. Stevens Water Treatment Plant Main Alternate Power Generators**

Perform annual generator maintenance requirements on the following diesel generator models:

**Model: Cummins QSK 60-G6 Diesel  
2000 KW / 60 HZ**

**Age – Since 2000 (at location – O.N. Stevens Water Filtration Plant)**

**QTY (4): 3 existing since 2000, as indicated above, plus new generator to be added in 2019.**

1. The Contractor shall be responsible to obtain all technical literature required to perform all recommended maintenance procedures for these generator sets, including all PLC and software requirements proprietary to Cummins. These requirements will be provided to the city for verification as part of this service agreement;
2. The Contractor shall dispose all used oil, filters and any other lubricants and/or material required to be disposed of as per EPA and state requirements;
3. The Contractor shall replace engine lubricating oil and remove used oil from premises (Annually); as per manufacturer technical manual;

4. The Contractor shall be responsible to obtain all technical literature required to perform all maintenance;
5. The Contractor shall replace oil, fuel and coolant filters, add corrosion inhibitor as needed (Minimum Annually); as per manufacturer recommendations.
6. The Contractor shall replace lube oil in hydraulic governors (if applicable); as per manufacturer recommendations;
7. The Contractor shall check air filter and crankcase breathers, replace with customer's approval, as per manufacturer recommendations;
8. The Contractor shall check and adjust belts as required, as per manufacturer recommendations;
9. The Contractor shall check generator set for loose, bare broken wiring or connection, as per manufacturer recommendations;
10. The Contractor shall check governor operation, stability, linkage and oil, as per manufacturer recommendations, as applicable;
11. The Contractor shall check fuel tanks, pumps and lines for leaks or damage, as per manufacturer recommendations;
12. The Contractor shall check engine, heaters, if applicable, radiator, hoses and heat exchanger for leaks and condition, as per manufacturer recommendations;
13. The Contractor shall check inlet screen if water is supplied other than a radiator, as per manufacturer recommendations;
14. The Contractor shall check condition of batteries (load test) electrolyte level and charge rate, as per manufacturer recommendations;
15. The Contractor shall start and run engine with shared load, check temperatures and pressures, as per manufacturer recommendations;
16. The Contractor shall check unit for proper frequency/speed, voltage and amperage, as per manufacturer recommendations;
17. The Contractor shall submit a report to owner and advise of any further work required to correct any deficiencies noted during the performance of maintenance requirements;
18. The Contractor shall perform all PLC maintenance and all function requirements recommended by Cummins, confirm software is up to date and run generators under necessary parameters to ensure proper function and load sharing exists as per manufacturer's recommendations.

### **1.3 Scope of Work – O.N. Stevens Water Treatment Plant Main Alternate Power Generators Engine Overhaul (1 Qty)**

1. Complete engine overhaul of one of the main alternate power generators to include all parts and gaskets to accomplish the engine overhaul;
2. The engine overhaul quote will consist under the following scenario of parts replacement for one (1) Cummins QSK 60-G6 Diesel Engine:

- a. New crankshaft / main bearings and all associated hardware;
- b. New camshaft and bearings;
- c. New heads and valves/lifters, etc.
- d. Pistons and connecting rod, including bearings;

#### **1.4 Scope of work – Sand Dollar Booster Pump Station, 14201 Sand Dollar Ave, 78418**

**Model: Cummins QSX 15 Diesel/DFEH-5678284/Power Command 3200 Series  
480V/50-60 HZ/350 KW  
Age – Since 2002**

##### **A. Scheduled Maintenance - Monthly**

The maintenance schedule for prime power sets should be on the basis of running time, as published by the manufacturer. Since standby sets run infrequently, the maintenance schedule is usually in terms of daily, weekly, monthly, semi-annual and annual tasks. See the manufacturer's instructions for details:

1. The Contractor shall check for air cleaner restrictions;
2. The Contractor shall check for radiator restrictions, coolant leaks, deteriorating hoses, loose and deteriorating fan belts, nonfunctioning;
3. The Contractor shall check motorized-louvers and concentration of engine coolant conditioner;
4. The Contractor shall check for holes, leaks and loose connections in the air cleaner;
5. The Contractor shall check fuel level and fuel transfer pump operation, as applicable
6. The Contractor shall check for exhaust system leaks and restrictions and draining the condensate trap;
7. The Contractor shall check all meters, gauges and Indicator lamps for proper operation;
8. The Contractor shall check the battery cable connections and recharging the batteries if specific gravity is less than 1.260.
9. The Contractor shall check for ventilation restrictions in the inlet and outlet openings of the generator.

##### **B. Scheduled Maintenance – Semi-Annually**

1. The Contractor shall change engine oil and the full-flow, and the by-pass oil filters;
2. The Contractor shall change the filter(s) in the coolant conditioner circuit;
3. The Contractor shall clean or replace the crankcase breather filter(s);

4. The Contractor shall change the fuel filter(s), drain sediment from fuel tanks, check flexible fuel hoses for cuts and abrasions and check the governor linkage;
5. The Contractor shall check electrical safety controls and alarms;
6. The Contractor shall clean up accumulations of grease, oil and dirt on the set;
7. The Contractor shall check power distribution wiring, connections, circuit breakers and transfer switches;
8. The Contractor shall simulate a utility power outage; this should test the ability of the set to start and assume rated load and check operation of the automatic transfer switches, related switchgear and controls and all other components in the standby power system;
9. The Contractor shall verify that the operation of all PLC's are operating properly in accordance with previous line item.

### **C. Scheduled Maintenance – Annual**

1. The Contractor shall check the fan hub, pulleys and water pump;
2. The Contractor shall change the day tank breather;
3. The Contractor shall tighten the exhaust manifold and turbocharger cap screws;
4. The Contractor shall tighten the set mounting hardware;
5. The Contractor shall clean the generator power output and control boxes, check for and tighten all loose wiring connectors, measure and record generator winding insulation resistances, checking operation of the generator heater strips and greasing bearings;
6. The Contractor shall check operation of the main generator circuit breaker (if used) by manually operating it and testing the trip unit according to the manufacturer's instructions;
7. The Contractor shall run the set for at least three hours, with one hour at near rated load, if the set is normally exercised at no-load or carries only light loads.
8. The Contractor shall perform Generator Insulation tests which should be conducted annually throughout the life of a generator set. The initial tests should be done before final load connections are made to serve as benchmarks for the annual tests. These tests are mandatory for medium voltage generator sets. ANSI/IEEE Standard 43, Recommended practice for testing insulation resistance is of rotating machinery should be referenced.

#### **1.5 Disposal of Used Material**

Dispose all used oil filter and any other lubricants and/or material required to be disposed of per EPA and State requirements.

#### **1.6 Special Instructions – Contact Information**

Department Contact Information:

1. David Kukoda – Utility Systems Manager, Maintenance  
361-826-1880  
davidmk@cctexas.com
2. Arnold Silva – Work Coordinator, Mechanical Division  
361-826-1253  
ArnoldSi@cctexas.com
3. Kenneth Knight – Senior Systems Specialist, I/E Coordinator  
361-826-1930  
Kennethk2@cctexas.com
4. Chris Sutton – I/E Technician  
361-826-1220  
ChrisSu@cctexas.com
5. Diana Zertuche Garza – Contract/Funds Administrator  
361-826-1827  
DianaG@cctexas.com

**1.7 Special Instructions – Invoices**

The Contractor's invoice for payment must contain the following information:

1. Purchase Order (PO) number or Service Agreement number
2. Location and Address
3. Model and serial number of equipment
4. Description of service
5. Bill of materials
6. The Contractor will be required to attach copies of all invoices for parts/materials (to include % of mark-up) for each repair invoice
7. Total hours billed, itemized by position and hourly rate
8. Authorizing City representative

**1.8 Contractor Quality Control and Superintendence**

The Contractor shall establish and maintain a complete Quality Control Program 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.

**1.9 Warranty**

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



# Sales and Service

## Attachment B - Pricing Schedule

### PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>		<u>Customer Contact</u>		<u>Quote Information</u>	
CITY OF CORPUS CHRIS FLEET MAINTANCE PO BOX Corpus Christi, TX		Contact: Diana Garza Phone: 361 826-1827 Fax: 361 826-4378 Cust Id: 19139	Quote Date: 21-MAY-19 Quote Expires: 21-MAY-24 Quote Num: 8605 Quoted By: Travis L Neely Quote Term: 5 Year(s)		
2	A010191068	LD BANK TEST 3HR-OVERTIME	5	6,988.00	34,940.00
		MEGGAR TEST	5	744.00	3,720.00
	ALLOWANCES	PARTS/MATERIALS (NO MARK-UP)	1	15,000.00	15,000.00
		ON-SITE HOURLY REPAIRS 40/140.00	1	5,760.00	5,760.00

Total annual cost for monthly generator maintenance: \$55,199.00 (All generators)  
 Total cost for 5 year montly generator maintenance: \$275,995.00 (All generators)

Allowances:  
 On-Site Hourly Repairs 40 hours @ 144.00 = \$5,760.00  
 Parts/Materials = \$15,000.00

Please note that Cummins is the sole source provider of the PLC program software and control systems for the parallel gear at O.N Stevens

- All work quoted to be performed during normal business hours Monday - Friday, 8am - 5pm.
- Load bank proposal includes the cost of the rental transformer, cables and the technician's labor to perform the work.
- The City of Corpus Christi will need to provide an electrician to connect and disconnect the medium voltage cables to the equipment safely for the load bank testing.
- Meggar testing for the medium voltage equipment will require an electrician's assistance to install grounding clusters. This cost is not included in the above pricing.

Unless otherwise specified, first service is due to be performed within 30 days of PMA signature. Signature below acknowledges and accepts the Terms and Conditions on the back of this Agreement.

Purchase Order Number and Signature required.  
 Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Purchase Order Number: \_\_\_\_\_  
 Please Provide name and e-mail address of each site contact:  
 Site: \_\_\_ Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Accounts Payable Contact - Print Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Please indicate whether you wish to prepay the complete agreement or pay per event.  
 \_\_\_\_\_ Prepay \_\_\_\_\_ Pay Per Event (Subject to credit approval)

\*\*\*If paying per event select payment option preferred.  
 Cash/Credit Card \_\_\_ ACH/Wire \_\_\_ Credit Terms \_\_\_

\*\*\*Please reference Cummins Southern Plains LLC Planned Maintenance Agreement Scope of Work for further details. \*\*\*

- OPTIONAL SERVICES AVAILABLE:
- Infra-Red Thermography (ATS/Gen/Switchgear/Distribution)
  - Oil Sample Analysis - Fuel Sample Analysis
  - Coolant Sample Analysis - Battery Replacement



**PLANNED MAINTENANCE AGREEMENT**

<b><u>Customer Address</u></b>	<b><u>Customer Contact</u></b>	<b><u>Quote Information</u></b>	
CITY OF CORPUS CHRIS	Contact: Diana Garza	Quote Date:	21-MAY-19
FLEET MAINTANCE	Phone: 361 826-1827	Quote Expires:	21-MAY-24
PO BOX	Fax: 361 826-4378	Quote Num:	8605
Corpus Christi, TX	Cust Id: 19139	Quoted By:	Travis L Neely
		Quote Term:	5 Year(s)

- Diesel Fuel Polishing
- Power Quality (recording/measuring)
- Vibration Testing

\*\*\*All other work will be performed on a time and material basis.

<b>Standard Agreement Amount</b>	<b>\$296,755.00</b>
<b>Proposal Total</b>	<b>\$296,755.00</b>

**Customer Approval**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CUMMINS SOUTHERN PLAINS, LLC**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 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
<b>30-written day notice of cancellation, required on all certificates or by applicable policy endorsements</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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000
POLLUTION LIABILITY	\$1,000,000 Per Occurrence

- 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 thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal 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.

2019 Insurance Requirements

Ins. Req. Exhibit **4-C**

Contracts for General Services – Services Performed Onsite - Pollution

04/26/2019 Risk Management – Legal Dept.

## **Attachment C – Bond Requirements**

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

## **Attachment D- Warranty Requirements**

Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins's obligation shall be solely limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Attachment D shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price.