

SERVICE AGREEMENT NO. 4693

Generator Services for City Facilities

THIS **Generator Services for City Facilities 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 Services for City Facilities in response to Request for Bid/Proposal No. 4693 ("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 Services for City 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 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.

(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 set based on the amount listed in Attachment B for the Term or the final Option Period. 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' written notice to the other Party.

3. Compensation and Payment. This Agreement is for an amount not to exceed \$467,180.00, subject to approved extensions and changes. Payment will be made

for Services performed 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 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, 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:

Rebecca Serna
Facility Maintenance
Phone: 361-826-3388
Email: rebeccas@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 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 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.
 - (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 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 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.
- 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: Rebecca Serna

Project Manager
1201 Leopard St., Corpus Christi, TX 78401
Phone: 361-826-3388
Fax: n/a

IF TO CONTRACTOR:

Loffin Equipment Company, Inc.
Attn: Steven Stewart
Key Service Account Rep.
1241 Universal City Blvd., Universal City, TX 78148
Phone: 210-881-1623
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 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. 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. The City 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. 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 equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City 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 said statute.
- 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 form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

- 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.

CONTRACTOR

Signature: ^{DocuSigned by:} Steven Stewart
4C6AE4B44E4E49A...

Printed Name: Steven Stewart

Title: Key Service Account Representative

Date: 5/16/2023

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
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 4693
- 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, and repair and generator rentals on an as needed basis.
- B. The Contractor shall provide services to multiple generators of various brands – Olympian, Cummins, Caterpillar, Generac, Onan, Baldor, and Detroit, which are listed in Section 4.5 Work Site and Locations. 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 agreement shall be performed in accordance with all applicable codes and standards.

1.2 Scope of Work

- A. Preventative Maintenance
 - 1. The Contractor shall 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.
 - 2. Preventative maintenance shall be performed Monday to Friday, from 8:00am to 5:00pm. The Contractor shall check in and check out with the electrical superintendent before and after all authorized work is performed.
 - 3. 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 manufacturers (OEM)

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).
 - h. Inspect oil for contamination, if necessary, perform metal wear analysis.
 - i. Perform fuel analysis, if necessary (diesel fuel generator).
 - j. Remove and replace lubricating oil and filters.
 - k. Remove and replace fuel filter and air filter on gasoline and diesel generators.
 - l. Remove and replace spark plugs on gasoline, propane, and compressed natural gas (CNG) generators.
 - m. Test and inspect battery charging system for proper function.
 - n. Manually start the generator.
 - o. Supply load test equipment and perform load test as requested by Facilities Maintenance.
 - p. Transfer switches – inspect and clean each drive; lubricate moving parts and contact surfaces; inspect and ensure all connections are tight and meet required and/or recommended torque specifications and perform power transfers to ensure proper operation.
 - q. Dispose of any used parts and fluid, in accordance with current Environmental Protection Agency (EPA) and/or Texas Commission on Environmental Quality (TCEQ) rules and regulations.
 - r. Test any electronic components.
4. 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.

5. 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.
 6. 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:
 - a. Service address
 - b. Work order number
 - c. Unit number
 - d. Model and serial number of equipment repaired
 - e. Description of the repairs
 - f. Itemized list of replacement parts/materials
 - g. Name of approving personnel
- B. Repair Service
1. Repair service is a request from the Contract Administrator or Electrical Superintendent to the Contractor requesting the Contractor repair a specific generator.
 2. Callback includes emergency or non-emergency repair services. The Electrical Superintendent will use prudent judgment to define an emergency or non-emergency. The Electrical Superintendent's decision shall remain final and the Contractor shall act accordingly.
 3. The Contractor will receive emergency repair requests via telephone and must call back within 15 minutes of call being placed by the Electrical Superintendent. During an emergency, the Contractor shall reach the site within a two-hour response time.
 4. During a non-emergency, the Contractor shall be available at the site within a three-hour response time.
 5. 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.

6. The Contractor shall identify the repair required and provide the Electrical Superintendent with a written estimate of the time and parts/materials required for the repair to obtain approval to perform the repair.
7. The Contractor shall make repairs using new and unused Original Equipment Manufacturer (OEM) parts. Upon approval, after market parts may be used if OEM part is not available.
8. 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.
9. In case of emergency or adverse weather, the City reserves the right to use another contractor, if the Contractor response times are non-compliant.
10. The Contractor shall only invoice the City for the time spent on the property.
11. The Contractor shall provide an in-kind generator replacement at cost plus the parts percentage markup and labor if a generator cannot be repaired.

1.3 Service Call

- A. The Contract Administrator will provide the work order before commencement of services. The Contractor shall request the work order from the Electrical Superintendent, if Contract Administrator fails to provide the work order.
- B. To minimize overstaffing, the City staff shall provide work description in the Work Order or explain by email/phone. Based on description, the Contractor will have a general idea of the work prior to commencement.
- C. After inspection of work, if the anticipated cost of labor and materials exceeds \$1,000, the Contractor must obtain approval from the Electrical Superintendent prior to commencement of work.
- D. The Contractor shall perform service calls during normal working hours 8:00am to 5:00pm, excluding City holidays. The Contractor shall be on site within two hours or within an agreement time frame determined by the Electrical Superintendent.
 1. Emergency service calls are defined as an event, which requires immediate action to prevent a hazard to life, health, safety, and

property. The Contractor shall be on site within an agreement time frame determined by the Electrical Superintendent.

2. The Contractor shall check in with the Electrical Superintendent at the location upon arrival and check out after completion of work.
3. If the Contractor is required to leave the premises to obtain parts/materials, the Electrical Superintendent must be notified.
4. The Contractor shall only invoice the City for the time spent on the property.
5. Upon completion of the routine or emergency service call, the Contractor's representative shall provide an invoice and an invoice submittal checklist. Original invoice will be sent to Accounts Payable. The checklist shall include, but not be 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, total time spent on job, and the name of the approving personnel.
6. Along with making repairs, the Contractor shall be required to remove existing materials and dispose all waste materials when performing repairs or part replacement.
7. The Contractor is responsible for making repairs damaged during the completion of work or as the result of action or inaction by Contractor's staff.

1.4 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. The 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 workday, 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 National Fire Protection Association (NFPA) 70e as required.
- F. The Contractor shall comply with Lock Out Tag Out practices to isolate/secure all energy sources prior to any work being performed.

1.5 Work Site and Locations

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

| | BUILDING | Address | Manufacturer/ Model | Serial # | KW | PM |
|----|---------------------------|---|--------------------------------|---------------------------|-----------|-----------|
| 1 | Health Department | 1702 Horne Rd, Corpus Christi, TX 78416 | KOHLER/ TS- 883 | 2055881 | 500 | Yes |
| 2 | City Hall | 1201 Leopard St, Corpus Christi, TX 78401 | CUMMINS/ 500DFEK | H1203725 05 | 515 | Yes |
| 3 | City Hall | 1201 Leopard St, Corpus Christi, TX 78401 | MAGNA ONE/680FDR8062 GG | SE329343 2 | 500 | Yes |
| 4 | Gas Department | 4225 S Port Ave, Corpus Christi, TX 78415 | Kohler | 34LLGMJH 0002 | 135 | No |
| 5 | Police Department | 321 John Sartain St, Corpus Christi, TX 78401 | OLYMPIAN/ B50P3 | OLY00000 CNPFO160 1 | 500 | Yes |
| 6 | CCPD Motor Pool BLDG 5 | Service Center Drive, Corpus Christi, TX 78415 | Generac/ 3859010100 | 2076244 | 150 | No |
| 7 | Frost Bank | 2402 Leopard St, Corpus Christi, TX 78408 | Generac | 300519650 9 | 500 | Yes |
| 8 | City Fuel Station | 2726 Service Center Drive, Corpus Christi, TX 78415 | 2018 KOHLER/ 20RESC | 339TGVFP O436 | 17 | No |
| 9 | CNG Fuel Station | 5352 Ayers Bldg. 20, Corpus Christi, Tx 78415 | CUMMINS | A16091008 6 | 500 | Yes |
| 10 | Cefe Land Fill | 2397 Co Rd 20 Robstown Texas 78380 | CUMMINS/ DGDB | G0609462 57 | 100 | No |
| 11 | Cefe Land Fill | 2397 Co Rd 20 Robstown Texas 78380 | CUMMINS/ DGDB | G0609462 56 | 100 | No |

| | | | | | | |
|----|---|--|--------------------------|--------------|-----|-----|
| 12 | Utilities – Staples Booster Pump Station | Intersection at County Rd 43/FM2444 | TAYLOR 450 | X16C113606 | 450 | Yes |
| 13 | Utilities – Navigation Booster Pump Station | 302 Navigation Corpus Christi, Tx 78408 | TAYLOR 450 | X16E196614 | 450 | Yes |
| 14 | Fleet | 2726 Civitan Bldg 3B Corpus Christi, Texas 78415 | GENERAC/ GENERATOR | 2076244 | 300 | Yes |
| 15 | JC Elliot Transfer Station | 6594 Greenwood Corpus Christi, Texas 78415 | COLEMAN EN/C4117GP | 03013867 | 100 | No |
| 16 | Water Utility Building | 2726 Holly Rd Corpus Christi, Texas 78415 | KOHLER/ 80RZ207 | 260073 | 125 | No |
| 17 | Animal Care | 2626 Holly Corpus Christi, Texas 78415 | KOHLER 6.2 KG125 | 3MVGMMHJ0004 | 125 | No |
| 18 | Fire Station 1 | 514 Belden Corpus Christi, Texas 78401 | CUMMINS | C220052015 | 20 | No |
| 19 | Fire Station 2 | 13421 Leopard Corpus Christi, Texas 78410 | KOHLER | SGV323DTB | 18 | No |
| 20 | Fire Station 3 | 1401 Morgan Ave Corpus Christi, Tx 78404 | GENERAC | 5830117 | 24 | No |
| 21 | Fire Station 4 | 2338 Rodd Field Rd Corpus Christi, Texas 78414 | GENERAC | 5577230 | 20 | No |
| 22 | Fire Station 5 | 3105 Leopard Corpus Christi, Texas 78408 | CUMMINS POWER GENERATION | E140684361 | 100 | No |
| 23 | Fire Station 6 | 6713 Weber Rd. Corpus Christi, Texas 78413 | GENERAC | 4790442 | 16 | No |
| 24 | Fire Station 7 | 3722 S. Staples Corpus Christi, Texas 78411 | CUMMINS | C220052016 | 60 | No |
| 25 | Fire Station 8 | 4645 Kostoryz Rd. Corpus Christi, Texas 78415 | CUMMINS | B220039365 | 12 | No |
| 26 | Fire Station 9 | 501 Navigation Rd. Corpus Christi, Texas 78408 | CUMMINS | B220039376 | 40 | No |
| 27 | Fire Station 10 | 1550 Horne Rd. Corpus Christi, Texas 78416 | CUMMINS | B22039364 | 40 | No |
| 28 | Fire Station 11 | 910 Airline Rd. Corpus Christi, Texas | KOHLER | SGV322K24 | 18 | No |

| | | | | | | |
|----|-----------------|--|---------------|---------------------------|-----|----|
| | | 78412 | | | | |
| 29 | Fire Station 12 | 2120 Rand Morgan Corpus Christi, Texas 78410 | CUMMINS | B22004975 5 | 12 | No |
| 30 | Fire Station 13 | 1802 Waldron Rd Corpus Christi, Texas 78418 | KOHLER | SGV322JV V | 18 | No |
| 31 | Fire Station 14 | 5901 S. Staples Corpus Christi, Texas 78413 | GENERAC | 4083441 | 12 | No |
| 32 | Fire Station 15 | 14202 Commodores Corpus Christi, Texas 78418 | GENERAC | 5098800 | 17 | No |
| 33 | Fire Station 16 | 8185 State Hwy 361 Corpus Christi, Texas 78373 | HOLT/OLYMPIAN | OLY00000 KNPT0026 5 | 135 | No |
| 34 | Fire Station 17 | 6869 Yorktown Blvd Corpus Christi, Texas 78414 | GENERAC | 2098332 | 35 | No |
| 35 | Fire Station 18 | 6226 Ayers Corpus Christi, Texas 78415 | KOHLER 80 | SGM32K8 DP | 80 | No |
| 36 | Fire Warehouse | 1501 Holly Rd. Corpus Christi, Texas 78417 | KOHLER 100 | SGM32JN FZ | 100 | No |

1.6 **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.

1.7 **Warranty**

- A. The Contractor shall provide a one-year warranty on workmanship.
- B. The Contractor shall provide a 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 expenses incurred. Such action shall not relieve the Contractor of further warranty liabilities.

D. The Contractor will be responsible for submitting warranty claims to manufacturer.

1.8 Generator Rental

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 non-compliant.

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.

1. A single shift is defined as eight hours a day, 40 hours a week and 160 hours a month.

2. A double shift is defined as 16 hours a day, 80 hours a week, and 320 hours a month.

3. A triple shift is defined as unlimited usage in a day, week, and unlimited month.

4. Week is defined as seven days.

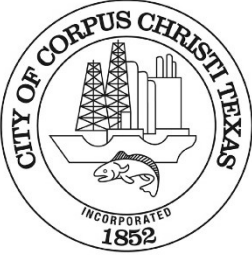
H. During the rental period, the Contractor shall be responsible for the preventative maintenance, repairs, and/or replacement of parts of the generator.

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.

- L. 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.

- M. Contractor shall provide pricing for generator pricing on Exhibit A. Prices quoted on Exhibit A will be used at time of rental.



Attachment B: Bid/Pricing Schedule

CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 4693

Generator Services for City Facilities

PAGE 1 OF 2

Date: 4/27/2023

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 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 one year | Unit Price | Total Price |
|------|---|--------------|--------|------------------|------------|--------------|
| 1 | Technical Maintenance and Repairs Normal Hours (M-F 8:00am – 5:00pm) | All | Hour | 1000 | \$105.00 | \$105,000.00 |
| 2 | Technical Maintenance and Repairs After Hours (M-F 5:01pm – 7:59am, Holidays & Weekends) | All | Hour | 400 | \$157.50 | \$63,000.00 |
| 3 | Kohler/TS-883 500kw - Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm) | Health Dept. | Annual | 1 | \$1,290.00 | \$1,290.00 |
| 4 | Cummins/500DFEK 515kw - Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm) | City Hall | Annual | 1 | \$1,720.00 | \$1,720.00 |

| | | | | | | |
|--------------------|--|--|-----------------------------|---|-------------------|----------------------------------|
| 5 | Magna One/680 FDR8062GG 500kw - Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm) | City Hall | Annual | 1 | \$1,590.00 | \$1,590.00 |
| 6 | Olympian/B50P3 500kw - Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm) | Police Dept. | Annual | 1 | \$1,640.00 | \$1,640.00 |
| 7 | Generac/433RSL4021 400kw - Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm) | Frost Bank | Annual | 1 | \$2,815.00 | \$2,815.00 |
| 8 | Cummins 500kw Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm) | CNG Fuel Station | Annual | 1 | \$1,720.00 | \$1,720.00 |
| 9 | Taylor 450 450kw - Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm) | Utilities- Staples Booster Pump Station | Annual | 1 | \$1,570.00 | \$1,570.00 |
| 10 | Taylor 450 450kw - Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm) | Utilities- Navigation Booster Pump Station | Annual | 1 | \$1,570.00 | \$1,570.00 |
| 11 | Generac/Generator 300kw - Scheduled Inspection & Annual Preventative Maintenance Normal Hours (M-F 8:00am – 5:00pm) | Fleet | Annual | 1 | \$2,265.00 | \$2,265.00 |
| | | | Estimated Spend one year | | Markup% | Estimated Spend + Markup % |
| 12 | Parts | All | \$220,000 | | 15% | \$253,000.00 |
| 13 | Allowance for generator rental | All | \$30,000 | | | \$30,000.00 |
| Grand Total | | | | | | \$467,180.00 |

Attachment C: Insurance and Bond 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.

2021 Insurance Requirements

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

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

No bond is required for this service agreement.

Attachment D: Warranty Requirements

- A. The Contractor shall provide a one-year warranty on workmanship.
- B. The Contractor shall provide a 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 expenses incurred. Such action shall not relieve the Contractor of further warranty liabilities.
- D. The Contractor will be responsible for submitting warranty claims to manufacturer.