



SERVICE AGREEMENT NO. 1735

Generator Preventive Maintenance and Repairs

THIS **Generator Preventive Maintenance and Repairs Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and HOLT Texas Ltd ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Generator Preventive Maintenance and Repairs in response to Request for Bid/Proposal No. 1735 ("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 Preventive Maintenance and Repairs ("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 12 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 two additional one-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 \$100,875.00, 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: Joanna Moreno
Department: Utilities
Phone: (361)-826-1649
Email: JoannaM@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: Joanna Moreno
Title: Contract/Fund Administrator
Address: 2726 Holly Road, Corpus Christi, TX 78415
Phone: (361)-826-1649
Fax: (361)-826-4495

IF TO CONTRACTOR:

Holt Texas Ltd

Attn: Michael Puryear

Title: General Counsel

Address: 5665 Southeast Loop 410

Phone: (210)-648-1111

Fax: (210)-648-0079

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 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 if required by said statute.
- 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

CONTRACTOR : HOLT TEXAS, LTD.

Signature: 

Printed Name: Michael Puryear

Title: General Counsel

Date: 01/28/2019

CITY OF CORPUS CHRISTI

Kim Baker
Assistant Director of Finance – Purchasing Division

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. 1735
- Exhibit 2: Contractor's Bid/Proposal Response



ATTACHMENT A: SCOPE OF WORK

1.1 General Requirements/Background Information

- A. The Contractor shall provide Generator Preventive Maintenance on an annual basis, Repair, and Generators rentals on as needed basis.
- B. The Contractor shall provide services to 23 generators of various brands - Olympian, Cummins, Caterpillar, Generac, Onan, Baldor, and Detroit, which are located at Wastewater Treatment Plants, Lift Stations, Storm water pump stations and Gas Buildings. The City's 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 preventive maintenance and repair services in accordance with all terms, conditions, and schedules of this scope of work.
- D. The Contractor shall provide emergency and non-emergency generator repairs. The Contractor technician shall be available 24 hours, 7 days a week for emergency services.
- E. The Contractor shall provide preferential response for any emergency services requested by the City over any non-agreement customers.
- F. All work performed under this contract shall be performed in accordance with all applicable codes and standards.

1.2 Preventive Maintenance

- A. The Contractor will perform preventive maintenance services on an annual basis. The service to be completed on or before June 1st of each year. The City will schedule preventive maintenance service visit.
- B. Preventive maintenance will be performed, Monday to Friday, from 8:00 AM to 3:00 PM. The Contractor will check in and check out with the on-site Work Coordinator before and after all authorized work is performed.
- C. The preventive maintenance services shall include at a minimum the following tasks outlined below. This list is not intended to be all inclusive for each generator. The Contractor shall also comply with the specific recommendations of the Original Equipment Manufacturer recommendation for the preventive maintenance and for all parts/materials/fluid requirements.
 - 1. Complete inspection of engine, generator, and associated equipment, including the battery, battery charger, control panel, gauges, support structure, mounting systems, fuel tanks, and exterior of equipment.
 - 2. Check and test all safety devices.
 - 3. Check Engine Coolant.
 - 4. Check for faulty 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 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 sparkplugs.
 15. Test and inspect battery charging system for proper function.
 16. Manually start the generator.
 17. Supply load test equipment and Perform load test as per requirement of generator or informed by the work coordinator.
 18. Transfer Switches
 - i. Inspect and clean each drive
 - ii. Lubricate moving parts and contact surfaces
 - iii. Inspect and ensure all connections are tight and meet required and/or recommended torque specifications
 - iv. Perform power transfers to ensure proper operation.
 19. Dispose any used parts and fluid in accordance with current EPA and/or TCEQ rules and regulations.
- D. The Contractor shall perform repair and/or replacement parts identified during preventive maintenance. Preventive repairs shall be made to prevent an unscheduled generator breakdown and to ensure continued normal operation of the generator. Replacement of parts shall be made to extend the useful life of the generator.
- E. Once identified necessary repair and/or replacement of parts, the Contractor shall provide not to exceed estimate inclusive of labor and parts/material cost to the onsite work coordinator for approval.
- F. The Contractor shall completely document all repairs. A copy of each preventive maintenance service and repair report will be provided to on-site personnel at the time of completion and shall provide the following information:
1. Service Address
 2. Model and serial number of equipment repaired
 3. Description of the repairs
 4. Itemized list of replacement parts/materials
 5. Start time, End time and Total hours worked

6. Name of approving City personnel

1.3 Repair Service

- A. Repair service is a request from the Contract Administrator or onsite work coordinator to the Contractor requesting the Contractor to go to a specific generator to correct any problems which needs attention.
- B. Call back includes emergency or non-emergency repair services. The onsite work coordinator will use prudent judgment to define emergency or non-emergency. The work coordinator decision shall remain final and the Contractor shall act accordingly.
- C. The Contractor will receive emergency repair requests via telephone and must call back within 15 minutes of call being placed by the work coordinator. During emergency, the Contractor shall reach on site within two-hour response time.
- D. During non-emergency, the Contractor shall be available at the site within three-hour response time.
- E. In the event of adverse weather i.e. hurricane, storm, tornado etc., the contractor shall be available after the post weather event.
- F. The Contractor shall identify the repair required and provide the onsite work coordinator a written estimate of the time and parts/materials required for the repair in order to obtain approval to perform the repair.
- G. The Contractor shall complete repairs within 24 hours of arrival on site. The contractor will communicate to onsite work coordinator any conditions that may delay work being completed within 24-hour period.
- H. In case of emergency or adverse weather, the city reserves the right to use another contractor, if the contractor response times are non-compliant.
- I. If the Contractor is required to leave the premises to obtain parts/materials, onsite work coordinator must be notified.
- J. Contractor' shall only invoice City's for the time spend on the property. City's shall not pay for time spend in route or travelling to acquire parts/supplies.

1.4 Generator Rentals

- A. The City will request the Contractor to provide generator rental, if the City needs back up power or current generator is in non-repairable condition.
- B. The Contractor shall supply a temporary back-up generator meeting the load rating of the affected site to ensure continuity of operations. The Contractor shall supply necessary accessories to start the generator.
- C. In case of non-emergency or emergency, the City reserve the right to use another contractor, if the contractor response times are non-compliant.
- D. The City may rent generator that vary in size from 100 to 900 KW.
- E. The Contractor shall be responsible for the delivery and pick up of the generator. The City of Corpus Christi will be responsible for the loading and unloading of the generator.

- F. The rental period will start when the equipment leaves from the Contractor premises and the rental period will end when the equipment handover by the City of Corpus Christi to the Contractor.
- G. The City may rent generator on Single Shift, Double Shift or Triple Shift, depends on the circumstances. The Single Shift defined as 8 hours/day, 40 hours/week and 160 hours/month, Double Shift defined as 16 hours/day, 80 hours/week and 320 hours/month. Triple shift defined as unlimited usage in a day, week and unlimited month. Month is defined 28 days and Week is defined as 7 days.
- H. During the rental period, the contractor shall be responsible for the preventive maintenance, repairs and/or replacement of parts of the generator.
- I. The Contractor shall provide price inclusive of insurance and damage waiver.
- J. The Contractor shall deliver the generator with full of diesel fuel. The City shall return the equipment full of diesel fuel. The Contractor shall charge to the City, if City fails to fill the tank. The prices should be as per market rate.

1.5 Parts and Warranty

- A. The Contractor shall make repairs using new and unused Original Equipment Manufacturer (OEM) parts.
- B. The Contractor shall provide one-year warranty on repairs and one-year warranty or manufacturer warranty on OEM parts.
- C. Warranty repairs shall be corrected in a timely manner upon notification. If the Contractor, after notice, fails to proceed promptly, the City may have the defects corrected by a third party and the Contractor shall be liable for all expense incurred. Such action shall not relieve the Contractor of further warranty liabilities.
- D. The Contractor will be responsible for submitting warranty claims to manufacturer.

1.6 Service Personnel

- A. The Contractor shall employ sufficient full-time service personnel to perform services outlined in this contract. The Contractor's service technician must be trained, experienced and qualified to perform services outlined in this contract.
- B. The Contractor shall provide proper Personnel Protective Equipment (PPE) for their employees performing the work as required by OSHA and any other Federal, State, or Local codes, Law and Regulations.
- C. The Contractor's technician shall check in with the onsite work coordinator prior to commencing work and check out after completing the work. This requirement applies to regular maintenance and call back repairs.

1.7 Invoicing

- A. Invoice pricing shall reflect pricing as shown in the Contract.
- B. All invoices shall provide detailed information, including:
 - 1. Service Agreement No
 - 2. P.O No
 - 3. Service Address
 - 4. Model and Serial number of equipment
 - 5. Description of repair, PM and rental services

6. Itemized list of charges i.e. labor, parts/material, to include copies of all invoices for parts/materials to support markup
7. Name of authorizing City representative

1.8 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.

1.9 Safety

The Contractor shall ensure that all work is performed in a safe manner and shall provide all necessary equipment and barriers to protect the work site, workers, city's employees, city's vehicles and property.

1.10 Work Site Locations

WWTP	Plant Name	Address	Manufacturer Model #	Serial	KW
1	Broadway	801 Resaca	Cummins #DQKAB7889872	J110266097	2000
2	Laguna Madre	201 Jester	Cummins #DQPAB1529208	L150901852	650
3	Whitecap	13409 Whitecap Blvd.	Stewart & Stevenson #12GDT600	71909	600
4	Whitecap	13409 Whitecap Blvd.	Cummins #DQFAC1748207	G170215059	900
Lift Station	Name	Address	Manufacturer Model #	Serial	KW
1	Airport	1000 International Dr.	Olympian #D150P1	OLYANAT00730	150
2	Buckingham	7501 S. Staples	Caterpillar #LS5	G5A03177	300
3	Greenfields	7310 Canadian Dr.	Generac #844874100	2094427	100
4	Cimarron	7401 Cimarron	Cummins #DSFAE5782087	L100159146	80
5	Country Club	6300 Everhart	Generac #7514330100	2091568	250
6	Jamaica	2092 Jamaica	Generac #11287700100	2013944	100
7	Kostoryz	6261 Kostoryz	Caterpillar #3306SR48	7YR03152	250
8	Laguna Shores	2902 Laguna Shores	Caterpillar #D1258	CAT00C71HLC001	125
9	Oso #1	501 Nile	Detroit Diesel #500RXC6DT2	176123110608	500
10	Oso #2	501 Nile	Detroit Diesel #600RXC6DT2	176123110608	500

Lift Station	Name	Address	Manufacturer Model #	Serial	KW
11	Woodriver	4601 Spring Creek Dr.	Cummins #DEFG6254688	A080151167	350
12	Sharpsburg	4412 Sharpsburg Rd.	Cummins #DFEJ1716425	C170169476	450
13	Mobile	Greenwood WWTP	Baldor #TS1303J	SB2S160	101
SW Pump Station	Name	Address	Manufacturer Model #	Serial	KW
1	Power St.	1218 N. Water St.	Cummins #DGDBD4489916	J000164716	100
2	Kinney St.	302 S. Water St.	Kohler #750REOZM	2134865	760
3	Kinney St.	302 S. Water St.	Kohler #750REOZM	2134386	760
4	Kinney St.	302 S. Water St.	Kohler #750REOZM	2134387	760
Gas Loc	Name	Address	Manufacturer Model #	Serial	KW
1	Gas Building	4225 S. Port Ave.	Generac #1964780100	2065509	150
2	CNG Fuel Station	5352 Ayers St. Bldg. 20	Cummins #1530014	A1620910086	500



CITY OF CORPUS CHRISTI PURCHASING DIVISION BID FORM

RFB No. 1735

Generator Preventive Maintenance and Repair Services

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Date: 01/03/2019

Bidder: Holt Texas, LTD.

Authorized
Signature:

Michael Puryear
Michael Puryear, General Counsel

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.
 - e. Bidder shall bring Rental Total from Rental Section to Line 5 below.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Annual Preventive Maintenance - Normal Hours, 8:00 AM to 5:00 PM	HR	125	\$ 95	\$ 11,875
2	Technician - Normal Hours Monday to Friday, 8:00 AM to 5:00 PM	HR	200	\$ 150	\$ 30,000
3	Technician - Afterhours, Weekends and Holidays	HR	60	\$ 225	\$ 13,500
		Estimated Spend	Mark up (%)	5%	
4	Parts	\$10,000		500	\$ 10,500
5	Allowance for Rental of generators	\$35,000	1	\$35,000	\$ 35,000
Total					\$ 65,875

\$100,875.00

my plan

Generator Rental Price list

- A. If the Contractor does not have generator as per specification given, then the contractor can provide rate for the equivalent one.
- B. The Contractor needs to provide rate for the single shift, double shift and triple shift.
- C. Rental Price will be taken in to consideration while determining lowest, responsible and responsive bidder. For the calculation purpose we will consider sum of total of day, week and month and
- D.

Item	Description	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
1	Cummins 650 KW #DQPAB1529208 S/N: L150901852			
	Single shift	\$ 1,367	\$ 4,100	\$ 12,300
	Double shift	\$ 2,050	\$ 6,150	\$ 18,450
	Triple shift	\$ 2,773	\$ 8,200	\$ 24,600
2	Stewart & Stevenson 600 KW #12GDT600 S/N: 71909			
	Single Shift	\$ 1,367	\$ 4,100	\$ 12,300
	Double Shift	\$ 2,050	\$ 6,150	\$ 18,450
	Triple Shift	\$ 2,773	\$ 8,200	\$ 24,600
3	Cummins 900 KW #DQFAC1748207 S/N: G170215059			
	Single Shift	\$ 1,800	\$ 2,700	\$ 3,600
	Double Shift	\$ 5,400	\$ 8,100	\$ 10,800
	Triple Shift	\$ 16,200	\$ 24,300	\$ 32,400
4	Olymplan 150 KW #D150P1 S/N: OLYANAT00730			
	Single Shift	\$ 495	\$ 742	\$ 989
	Double Shift	\$ 1,484	\$ 2,226	\$ 2,968
	Triple Shift	\$ 4,452	\$ 6,678	\$ 8,904

5	Caterpillar 300 KW #LS5 S/N: G5A03177			
	Single Shift	\$ 800	\$ 1,201	\$ 1,601
	Double Shift	\$ 2,401	\$ 3,602	\$ 4,802
	Triple Shift	\$ 7,203	\$ 10,805	\$ 14,406
6	Generac 100 KW #844874100 S/N: 2094427			
	Single Shift	\$ 303	\$ 455	\$ 606
	Double Shift	\$ 909	\$ 1,364	\$ 1,818
	Triple Shift	\$ 2,727	\$ 4,091	\$ 5,454
7	Cummins 80KW #DSFAE5782087 S/N: L100159146			
	Single Shift	\$ 303	\$ 455	\$ 606
	Double Shift	\$ 909	\$ 1,364	\$ 1,818
	Triple Shift	\$ 2,727	\$ 4,091	\$ 5,454
8	Generac 250 KW #7514330100 S/N: 2091568			
	Single Shift	\$ 627	\$ 940	\$ 1,253
	Double Shift	\$ 1,880	\$ 2,820	\$ 3,760
	Triple Shift	\$ 5,640	\$ 8,460	\$ 11,280
9	Generac 100 KW #11287700100 S/N: 2013944			
	Single Shift	\$ 303	\$ 455	\$ 606
	Double Shift	\$ 909	\$ 1,364	\$ 1,818
	Triple Shift	\$ 2,727	\$ 4,091	\$ 5,454
10	Caterpillar 250 KW #3306SR48 S/N: 7YR03152			
	Single Shift	\$ 627	\$ 940	\$ 1,253
	Double Shift	\$ 1,880	\$ 2,820	\$ 3,760
	Triple Shift	\$ 5,640	\$ 8,460	\$ 11,280
11	Caterpillar 125KW #D1258 S/N: CAT00C71HLC001			

	Single Shift	\$ 495	\$ 742	\$ 989
	Double Shift	\$ 1,484	\$ 2,226	\$ 2,968
	Triple Shift	\$ 4,452	\$ 6,678	\$ 8,904
12	Detroit Diesel 500KW #500RXC6DT2 S/N: 176123110608			
	Single Shift	\$ 1,067	\$ 1,600	\$ 2,133
	Double Shift	\$ 3,200	\$ 4,800	\$ 6,400
	Triple Shift	\$ 9,600	\$ 14,400	\$ 19,200
13	Detroit Diesel 500KW #600RXC6DT2 S/N: 761231106081			
	Single Shift	\$ 1,067	\$ 1,600	\$ 2,133
	Double Shift	\$ 3,200	\$ 4,800	\$ 6,400
	Triple Shift	\$ 9,600	\$ 14,400	\$ 19,200
14	Cummins 350 KW #DEFG6254688 S/N: A080151167			
	Single Shift	\$ 800	\$ 1,201	\$ 1,601
	Double Shift	\$ 2,401	\$ 3,602	\$ 4,802
	Triple Shift	\$ 7,203	\$ 10,805	\$ 14,406
15	Cummins 450 KW #DFEJ1716425 S/N: C170169476			
	Single Shift	\$ 1,067	\$ 1,600	\$ 2,133
	Double Shift	\$ 3,200	\$ 4,800	\$ 6,400
	Triple Shift	\$ 9,600	\$ 14,400	\$ 19,200
16	Cummins 100 KW #DGDBD4489916 S/N: J000164716			
	Single Shift	\$ 303	\$ 455	\$ 606
	Double Shift	\$ 909	\$ 1,364	\$ 1,818
	Triple Shift	\$ 2,727	\$ 4,091	\$ 5,454
17	Cummins 900 KW #DQFAC1748207 S/N: G170215059			
	Single Shift	\$ 1,800	\$ 2,700	\$ 3,600
	Double Shift	\$ 5,400	\$ 8,100	\$ 10,800

	Triple Shift	\$ 16,200	\$ 24,300	\$ 32,400
18	Kohler 760 KW #750REOZM S/N: 2134865			
	Single Shift	\$ 1,367	\$ 4,100	\$ 12,300
	Double Shift	\$ 2,050	\$ 6,150	\$ 18,450
	Triple Shift	\$ 2,773	\$ 8,200	\$ 24,600
19	Kohler 760 KW #750REOZM S/N: 2134386			
	Single Shift	\$ 1,367	\$ 4,100	\$ 12,300
	Double Shift	\$ 2,050	\$ 6,150	\$ 18,450
	Triple Shift	\$ 2,773	\$ 8,200	\$ 24,600
20	Kohler 760 KW #750REOZM S/N: 2134387			
	Single Shift	\$ 1,367	\$ 4,100	\$ 12,300
	Double Shift	\$ 2,050	\$ 6,150	\$ 18,450
	Triple Shift	\$ 2,773	\$ 8,200	\$ 24,600
21	Generac 150 KW #1964780100 S/N: 2065509			
	Single Shift	\$ 495	\$ 742	\$ 989
	Double Shift	\$ 1,484	\$ 2,226	\$ 2,968
	Triple Shift	\$ 4,452	\$ 6,678	\$ 8,904
22	Cummins 500 KW #1530014 S/N: A1620910086			
	Single Shift	\$ 1,067	\$ 1,600	\$ 2,133
	Double Shift	\$ 3,200	\$ 4,800	\$ 6,400
	Triple Shift	\$ 9,600	\$ 14,400	\$ 19,200
	Sub-Total Rentals	\$ 309,813	\$ 333,884	\$ 634,613
	Total Rentals	\$ 1,205,156	\$ 1,848,340	\$ 625,581.00

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ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. 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.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator 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 GL, AL and WC if applicable. **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
30-day advance written notice of cancellation, non-renewal, material change, or termination required on all certificates and policies.	Bodily Injury and Property Damage 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) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

- C. 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.

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 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.
- 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 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

- 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, and volunteers, as additional insured 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.

- E. 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.
- 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 stop work hereunder, and/or withhold any payment(s) 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 contract.
- 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 contract.
- I. 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

Utilities

Generator Repair and Preventive Maintenance Services

04/26/2018 sw Risk Management

Valid Through 12/31/2018

ATTACHMENT D: WARRANTY REQUIREMENTS

- A. The Contractor shall provide one-year warranty on repairs and one-year warranty or manufacturer warranty on OEM parts.
- B. 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 a third party and the Contractor shall be liable for all expense incurred. Such action shall not relieve the Contractor of further warranty liabilities.
- C. The Contractor will be responsible for submitting warranty claims to manufacturer.