

**Addendum No. 2**

<b>Project Name:</b> Generator Service Contract	<b>BFC</b> 0113
<b>Meeting Location:</b> 1500 Beatty Street	<b>Pre-Bid Meeting Date:</b> Tuesday, June 6, 2017
<b>Prepared By:</b> Ross Peterson	<b>Date:</b> Wednesday, June 14, 2017

<b>ATTENDEES:</b>			
<b>Name</b>	<b>Company</b>	<b>Phone No.</b>	<b>E-mail Address</b>
Ross Peterson	City of Greenville	252-329-4921	<a href="mailto:rpeterson@greenvillenc.gov">rpeterson@greenvillenc.gov</a>
Angel Maldonado	City of Greenville	252-329-4531	<a href="mailto:amaldonado@greenvillenc.gov">amaldonado@greenvillenc.gov</a>
Denisha Harris	City of Greenville	252-329-4862	<a href="mailto:dharris@greenvillenc.gov">dharris@greenvillenc.gov</a>
Rick Ezell	Western Branch Diesel	252-732-1848	<a href="mailto:rezell@wbdiesel.com">rezell@wbdiesel.com</a>
Levi Oglesby	Western Branch Diesel	252-732-4571	<a href="mailto:loglesby@wbdiesel.com">loglesby@wbdiesel.com</a>
Phil Hilton	Western Branch Diesel	336-404-6278	<a href="mailto:philton@wbdiesel.com">philton@wbdiesel.com</a>
Reed Sheffield	Coastal Diesel Service, Inc	252-474-5665	<a href="mailto:rmsheffi444@gmail.com">rmsheffi444@gmail.com</a>
Doug McGrigor	Cummins	336-362-9288	<a href="mailto:LR230@cummins.com">LR230@cummins.com</a>

**Clarifications & Requirements**

1. Acknowledgement of all addendum received must be noted on the bid submittal form. Any and all addendums shall become part of the specifications and the bid package for the project
2. Signature required for acknowledgment of addendum
3. Question: The State of NC allows any taxpayer (Public Records Request) to see taxpayer-funded contracts for a variety of reasons; in my case I would like to request to view the last agreement between Clark Power and the City of Greenville to see what their winning bid was.  
 Answer: We can provide that information as an Addendum to all.

**Bids are due Tuesday, June 20, 2017 at the Public Works Building, 1500 Beatty Street, Greenville, NC. Bids will be accepted up to 2:00 P.M.**

*End of Addendum #2*

THIS CONTRACT made and entered into the 25<sup>th</sup> day of November 2014, by and between the City of Greenville, a municipal corporation, Party of the First Part and hereinafter referred to as the CITY, and Clarke Power Generation, Inc., Party of the Second Part and hereinafter referred to as the CONTRACTOR;

WITNESSETH

WHEREAS, the CITY has issued an Invitation to Bid for generator maintenance service for the City of Greenville, and

WHEREAS, the CONTRACTOR is the successful bidder with its proposal to provide generator maintenance service for generator locations designated by the City of Greenville.

NOW, THEREFORE, for and in consideration of the mutual obligations of the parties contained herein, the parties hereto agree as follows:

1) DESCRIPTION OF WORK:

The CONTRACTOR shall provide generator maintenance services as designated by the Buildings & Grounds Superintendent within the Public Works Department. The services to be provided shall be as described in the Invitation to Bid attached hereto, labeled as Exhibit "A", and herein incorporated by reference. The services and contract will be for the base bid and Alternate #1. Said services shall be commenced by the CONTRACTOR, no later than ten (10) days after the issuance of a Notice to Proceed.

2) PAYMENT:

The CITY shall pay the CONTRACTOR for said generator maintenance service performed in bi-annual installments based on the maintenance scheduled and approved for payment. The CITY will pay the CONTRACTOR for all approved work completed in accordance with specifications and found acceptable by the City within thirty (30) days after receipt of an invoice. It is understood and agreed by both parties that a bi-annual invoice and payment shall be based upon completion of all eleven (11) generator locations

by the CONTRACTOR at the rate of \$3,465.00 per scheduled bi-annual service for completion of the generator maintenance service at all eleven (11) generator locations.

3) TERM:

The initial term of this contract shall commence upon issuance of Notice to Proceed and conclude upon June 30, 2017. This contract may be extended in writing by the CITY in its sole discretion, for an additional period of two years commencing on July 1, 2017, and terminating on June 30, 2019 at a price increase no greater than five (5) percent of original contract amount.

4) COMPLIANCE WITH ALL REGULATIONS:

The CONTRACTOR must comply with all legislation and federal, state and CITY regulations and program guidelines that may be applicable to the work executed under this contract.

5) TERMINATION:

The CITY may terminate this contract for nonperformance, or for unacceptable performance, or for any other reason as determined by the Public Works Director or his designee. The CITY will give written notice to the CONTRACTOR specifying areas of nonperformance or unacceptable performance and the CONTRACTOR shall have 5 days to rectify. In the event the condition(s) identified in the written notice to the CONTRACTOR are not rectified, the CITY will give the CONTRACTOR a written notice of termination. Upon receipt, the CONTRACTOR is expected to remove all employees and equipment from the premises immediately.

6) BUILDINGS & GROUNDS SUPERINTENDENT:

The CITY employs within the Public Works Department a full time Building Facilities Coordinator who will be overseeing the requirements of this contract. The Building Facilities Coordinator's office is located at Public Works. The CONTRACTOR is expected to keep the Building Facilities Coordinator informed of work progress and plans. All directions and communications from the CITY to the CONTRACTOR shall be through the Building Facilities Coordinator or his/her designee.

7) CONTRACTOR'S SUPERVISOR:

The CONTRACTOR shall furnish a competent technician who shall be on the job and available to the CITY's Building Facilities Coordinator at all times while on City property. CONTRACTOR's technician must have a telephone number to be contacted as needed.

8) LABOR, EQUIPMENT AND SUPPLIES:

The CONTRACTOR shall furnish all labor, equipment and supplies needed to fulfill its obligation under this contract. The CITY will furnish no equipment or supplies under this contract.

9) LICENSES:

The CONTRACTOR shall have and maintain all necessary and legally required licenses and permits to enable performance of the services.

10) DAMAGE TO CONTRACTORS PROPERTY:

Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the CONTRACTOR while on CITY property, the CITY shall be under no obligation to replace or in any way compensate the CONTRACTOR for said property.

11) HOLD HARMLESS:

a. The CONTRACTOR shall indemnify and hold harmless the CITY from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the CONTRACTOR and its officers, servants, agents or employees arising from its activities, operations, and performance of services while on CITY property and further agrees to release and discharge the CITY and its agents and employees from all claims or liabilities arising from or caused by the CONTRACTOR in fulfilling its obligations under this contract.

b. It is understood and agreed by the parties that CITY will assume no liability for damages, injury, or other loss to the CONTRACTOR, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from the CONTRACTOR'S activities and operations while performing services under this contract. The CONTRACTOR shall assume full and complete liability for

any and all damages to CITY or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

12) INSURANCE:

The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required, and such insurance has been approved in writing by the CITY. Insurance required shall remain in effect through the term of this contract.

a. Workers' Compensation:

The CONTRACTOR must maintain during the life of this contract, Workers' Compensation Insurance for all employees performing work at the various property locations of the project under this contract, or as otherwise required by North Carolina General Statutes.

b. Public Liability and Property Damage:

The CONTRACTOR must maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the OWNER. The City of Greenville shall be named as an additional insured on all coverage.

c. Other Insurance:

The CONTRACTOR shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

d. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. Proof of Carriages:

The CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of the insurance required before written approval of such insurance is granted by the CITY.

13) AMENDING THE CONTRACT:

Any changes to this contract shall be in writing and must be signed by all parties before it will be considered to be in effect.

14) NON-ASSIGNABILITY:

This contract, or any portion thereof, shall not be assigned by either party without the express written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in triplicate originals as of the day and year first above written.

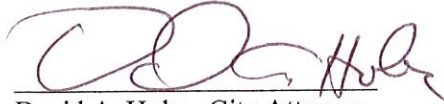
CITY OF GREENVILLE

CLARK POWER GENERATION, INC.

By: Barbara Lipscomb  
Barbara Lipscomb, City Manager

By: Caitlin Reavis  
Printed Name: Caitlin Reavis  
Printed Title: Aftermarket Sales Administrator

APPROVED AS TO FORM:



David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Bernita W. Demery, Director of Financial Services

Account Number: 010-7077-432-08-01