

ORDINANCE 2020-10-01-0693

APPROVING THE FOLLOWING CONTRACTS ESTABLISHING UNIT PRICES FOR GOODS AND SERVICES FOR AN ESTIMATED ANNUAL COST OF \$700,327.00, INCLUDED IN THE RESPECTIVE DEPARTMENT'S FY 2021 ADOPTED BUDGET: (A) RDO EQUIPMENT CO., FOR REPAIR PARTS FOR JOHN DEERE INDUSTRIAL EQUIPMENT; (B) COLLISION COUNTRY REPAIR CENTER FOR COLLISION REPAIR SERVICES FOR MEDIUM AND HEAVY DUTY TRUCKS; (C) ENNIS-FLINT, INC., FOR ACRYLIC WATERBORNE TRAFFIC PAINT; (D) BIBLIOTHECA, LLC, FOR AN AMENDMENT TO THE MAINTENANCE AGREEMENT FOR 3M RADIO FREQUENCY IDENTIFICATION (RFID) EQUIPMENT; AND (E) LJ POWER, INC., FOR A CHANGE ORDER TO THE ANNUAL CONTRACT FOR CITYWIDE MAINTENANCE AND REPAIR OF GENERATORS AND ASSOCIATED EQUIPMENT.

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WHEREAS, the City is able to obtain significant savings by purchasing various materials and services on an annual contract basis; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(7)(A), which provides for any items that are available only from a sole source of supply; and

WHEREAS, approval of this ordinance approves three low bid contracts, an amendment to a contract procured on the basis of sole source and a change order; and

WHEREAS, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The following bids and contracts to furnish the City with goods and services on an annual basis as shown on the attached bid tabulation sheets are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements: (A) RDO Equipment Co., for repair parts for John Deere industrial equipment; (B) Collision Country Repair Center for collision repair services for medium and heavy duty trucks; (C) Ennis-Flint, Inc., for acrylic waterborne traffic paint; (D) Bibliotheca, LLC, for an amendment to the maintenance agreement for 3M Radio Frequency Identification (RFID) equipment; and (E) LJ Power, Inc., for a change order to the annual contract for citywide maintenance and repair of generators and associated equipment. The bid tabulation sheets, amendment and change order are attached hereto and incorporated herein for all purposes as **Exhibit I**. Copies of the bids are available for inspection in the offices of the Purchasing Division of the Finance Department.

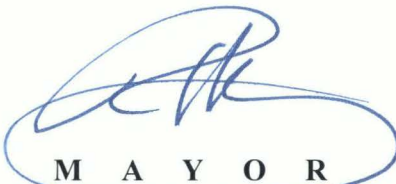
SECTION 2. Funds will be encumbered upon issuance of purchase orders, and payment is authorized to the vendors identified herein. All expenditures will be in accordance with the Fiscal

Year 2021 budget, and such other appropriations necessary to fund the contracts through their terms as evidenced by subsequent ordinances.

SECTION 3. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 1st day of October, 2020.




M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council
October 1, 2020

Item: 8

Enactment Number:
2020-10-01-0693

NAME	MOTION	SECOND	ABSTAIN	AYE	NAY	ABSENT
Roberto Treviño Council District 1				√		
Jada Andrews-Sullivan Council District 2				√		
Rebecca Viagran Council District 3				√		
Adriana Rocha Garcia Council District 4				√		
Shirley Gonzales Council District 5				√		
Melissa Cabello Havrda Council District 6				√		
Ana Sandoval Council District 7				√		
Manny Pelaez Council District 8				√		
John Courage Council District 9	√			√		
Clayton Perry Council District 10		√		√		
Ron Nirenberg Mayor				√		

Comments: Approved on consent

LC
10/01/20
Item No. 8

Exhibit I

City of San Antonio Bid Tabulation

Exhibit I

Opened: June 5, 2020 For: Annual Contract for John Deere Industrial Parts 6100012857		Non-Local
		RDO Equipment Co. 19275 IH 35 N. New Braunfels, TX 78132 (701) 526-9352
Item	Description	
1	John Deere Industrial Equipment Parts	
a	Percent of Discount Offered	0%
b	Product Identification (Manufacturer)	John Deere
c	Type of Price Schedule (dealer, jobber, etc.)	Dealer
d	Price Schedule Number	N/A
e	Date of Price Schedule	5/27/2020
f	Price Schedule Column on Which Discount is based (i.e. distributor, net, wholesale, etc.)	N/A
h	Warranty	N/A
	Payment Terms	Net 30
	Estimated Annual Total	\$30,000.00
	Estimated Annual Award	\$30,000.00

**City of San Antonio
Bid Tabulation**

Opened: May 27, 2020		Local
For: Annual Contract for Medium and Heavy Duty Truck Collision Repair		Collision Country Repair Center
6100012858		4282 IH 10 East
		San Antonio,
		TX 78219
		210-333-1881
Item	Description	
1	Class 6 and 7 Trucks (19,501 - 26,000) and (26,001 - 33,000 LB. GVWR)	
	parts and materials:	
A	Material Cost - Discount Offered	5.00%
	Labor Rate for Body Work	\$78.00
	Labor Rate for Paint/Refinish Work	\$78.00
	Labor Rate for Mechanical Work	\$115.00
2	Class 8 Trucks (33,000 lb. GVWR) and over parts and materials:	
A	Material Cost - Discount Offered	5.00%
	Labor Rate for Body Work	\$78.00
	Labor Rate for Paint/Refinish Work	\$78.00
	Labor Rate for Mechanical Work	\$115.00
	Prompt Payment Discount	2%, 10 Days
Estimated Annual Total		\$200,000.00
Estimated Annual Award		\$200,000.00

City of San Antonio Bid Tabulation

Opened: June 29, 2020			
For: Annual Contract For Acrylic Waterborne Traffic Paint			
6100012936		MFB	
		Ennis-Flint, Inc	LBS Enterprises, LLC DBA Allstates Coatings Company
		4161 Piedmont Pkwy., Ste 370	100 N. Lee Dr.
		Greensboro, NC 27025 800-331-8118	Gladewater TX 75647
Item	Description	Estimated Annual Quantity	
1	WHITE - Federal Standard 595 Color FS 37925, as specified. 55 Gallon Drum Unit Price Total Cost Manufacturer Name : Product No : Warranty	27	
			\$475.75 \$12,845.25 Ennis-Flint, Inc 985201 1 year
			\$563.75 \$15,221.25 Allstates Coatings ALT-735 1 year
2	YELLOW - Federal Standard 595 Color FS 33538, as specified. 55 Gallon Drum Unit Price Total Cost Manufacturer Name : Product No : Warranty	32	
			\$475.75 \$15,224.00 Ennis Paint 985202 1 year
			\$586.85 \$18,779.20 Allstates Coatings ALT-736 1 year
3	BLACK - Federal Standard 595 Color FS 37038, as specified, 55 Gallon Drum Unit Price Total Cost Manufacturer Name : Product No : Warranty	45	
			\$499.40 \$22,473.00 Ennis Paint 985203 1 year
			\$521.40 \$23,463.00 Allstates Coatings ALT-739 1 year
4a	BLUE - Federal Standard 595 Color FS 35180, as specified, 5 Gallon Drum Unit Price Total Cost Manufacturer Name : Product No : Warranty	5	
			\$63.25 \$316.25 Ennis Paint 985205 1 year
			\$53.25 \$266.25 Allstates Coatings ALT-737 1 year
4b	BLUE - Federal Standard 595 Color FS 35180, as specified. 55 Gallon Drum Unit Price Total Cost Manufacturer Name : Product No : Warranty	1	
			\$695.75 \$695.75 Ennis Paint 985205 1 year
			\$570.35 \$570.35 Allstates Coatings ALT-737 1 year
5	RED - Federal Standard 595 Color FS 31136, as specified. 55 Gallon Drum Unit Price Total Cost Manufacturer Name : Product No : Warranty	1	
			\$695.75 \$695.75 Ennis Paint 985204 1 year
			\$626.45 \$626.45 Allstates Coatings ALT-738 1 year
6	GREEN - Federal Standard 595B Color 34108, as specified. 55 Gallon Drum Unit Price Total Cost Manufacturer Name : Product No : Warranty	45	
			\$558.25 \$25,121.25 Ennis Paint 985206 1 year
			\$687.50 \$30,937.50 Allstates Coatings ALT-740 1 year
	Payment Terms		Net 30 Net 30
Estimated Annual Total			\$77,371.25 \$89,864.00
Estimated Annual Award			\$77,371.25

City of San Antonio
Bid Tabulation

Opened: July 10, 2020 For: Annual Contract for 3M RFID Maintenance Agreement for the San Antonio Public Library			Sole Source Bibliotheca, LLC 3169 Holcomb Bridge Road, Ste 200 Norcross, GA 30071 800-328-0067
6100005937 - AMENDMENT		VF	
Item	Description	Estimated Annual Quantity	
1	RFID Digital Library Assistant Unit Cost Total Cost	35	\$919.00 \$32,165.00
2	RFID Gate 9100 Direct Mount (Wired) 2-Aisle Unit Cost Total Cost	1	\$1,476.00 \$1,476.00
3	RFID Gate 9100 Direct Mount (Wired) 3-Aisle Unit Cost Total Cost	2	\$1,845.00 \$3,690.00
4	Mobile DLA Inventory Digital Library Assistant Model 804 Unit Cost Total Cost	2	\$919.00 \$1,838.00
5	RFID Workstation - (Location: Main) Unit Cost Total Cost	6	\$205.00 \$1,230.00
6	RFID Workstation - (Location: COSA) Unit Cost Total Cost	1	\$148.50 \$148.50
7	895 RFID Staff Workstation Unit Cost Total Cost	72	\$205.00 \$14,760.00
8	896 RFID Staff Workstation Unit Cost Total Cost	58	\$205.00 \$11,890.00
9	8410F Selfchecks Unit Cost Total Cost	73	\$2,280.00 \$166,440.00
10	Selfchecks Model 8422 Unit Cost Total Cost	4	\$1,544.00 \$6,176.00
11	Selfchecks Model 420 Desktop in White Unit Cost Total Cost	5	\$1,544.00 \$7,720.00

City of San Antonio
Bid Tabulation

Opened: July 10, 2020			
For: Annual Contract for 3M RFID Maintenance Agreement for the San Antonio Public Library			
6100005937 - AMENDMENT		VF	Sole Source
			Bibliotheca, LLC 3169 Holcomb Bridge Road, Ste 200 Norcross, GA 30071 800-328-0067
Item	Description	Estimated Annual Quantity	
12	RFID Detection Model 8801DM Unit Cost Total Cost	3	\$1,272.00 \$3,816.00
13	RFID Detection Model 8802DM Unit Cost Total Cost	26	\$1,701.00 \$44,226.00
14	RFID Detection Model 8803DM Unit Cost Total Cost	1	\$2,126.00 \$2,126.00
15	9101DM RFID Detection System Unit Cost Total Cost	3	\$1,174.00 \$3,522.00
16	9102DM RFID Detection System Unit Cost Total Cost	3	\$1,476.00 \$4,428.00
17	Remote Locker 100 V2 Control Unit, includes RFID (White) Unit Cost Total Cost	1	\$1,853.00 \$1,853.00
18	Remote Locker 110 V2 10 Locker (White) Unit Cost Total Cost	2	\$1,029.00 \$2,058.00
19	Command Center Enterprise (Annual Subscription) Unit Cost Total Cost	1	\$1,647.00 \$1,647.00
20	Recommended Reads (Annual Subscription) Unit Cost Total Cost	1	\$2,574.00 \$2,574.00
21	staffConnect Link (Annual Subscription) Unit Cost Total Cost	1	\$258.00 \$258.00
	Payment Terms		Net 30
	Estimated Annual Total		\$314,041.50
	Estimated Annual Award		\$314,041.50



City of San Antonio

CONTRACT NAME:	Annual Contract for 3M RFID Maintenance Agreement
CONTRACT NUMBER:	610005937 / 4400004431
VENDOR NAME:	Bibliotheca, LLC
VENDOR ADDRESS:	3169 Holcomb Bridge Road, Ste. 200 Norcross, GA 30071
ATTN:	Mary K. Zilles
AMENDMENT NUMBER:	1
EFFECTIVE DATE OF AMENDMENT:	10-01-2020

The City of San Antonio and the vendor identified above hereby agree to amend the contract identified above, as follows. This amendment is authorized pursuant to the section entitled "Amendments" in 006, General Terms & Conditions of the above referenced contract.

1. AMENDMENTS

- A. Section 005- SUPPLEMENTAL TERMS & CONDITIONS, the Original Contract Term and Renewals sections are hereby revised to renew the contract for an additional one-year period:

Original Contract Term.

This contract shall begin on October 1, 2020 and shall terminate on September 30, 2021.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for one, additional one-year period. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

2. PROVISIONS REMAIN IN EFFECT

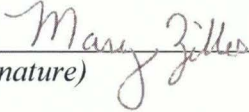
All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

3. ENTIRE AGREEMENT

This contract, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

<hr/> <p><i>(Signature)</i></p> <p>Printed Name: <u>Norbert Dziuk</u> Title: <u>Assistant Finance Director</u> Date: _____</p>	<hr/> <p><i>(Signature)</i> </p> <p>Printed Name: <u>Mary Zilles</u> Title: <u>Contracts Manager</u> Date: <u>7/16/2020</u></p>
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This amendment is part of the contract. Please return this amendment to the Finance Department, Purchasing Division, at the address below or email to velma.fontenot@sanantonio.gov.



City of San Antonio

CONTRACT NAME:	City-Wide Maintenance and Repair of Generators & Associated Equipment
CONTRACT NUMBER:	RFCSP 6100007351; 4400004230
VENDOR NAME:	LJ Power, Inc.
VENDOR ADDRESS:	9301 Hwy 290 West, #100 Austin, TX 78736
ATTN:	Larry Davis
CHANGE ORDER NUMBER:	3
EFFECTIVE DATE OF CHANGE ORDER:	Upon approval of the San Antonio City Council

The City of San Antonio ("City") hereby issues this change order to the above referenced contract pursuant to Texas Local Government Code §252.048, and Ordinance No. 2011-12-08-1014, passed and approved December 8, 2011. This contract is hereby amended as follows:

1. CHANGE ORDER

1.1 In accordance with Section 004, Specifications / Scope of Services, 4.4 Service Requirements, 4.4.4 Additions or Deletions, the City hereby adds the following locations (as identified by Site Code) and items to Attachment D – Price Schedule: AV10 - AV15; BESD24 - BESD26; BESD 27; FS 2, FS 8, FS 11, FS 18, FS 30, FS 32, FS 38, FS 43; ITSD 30-33; and TCI 05-06.

The revisions are as listed in **Exhibit I - New Generator Pricing - July 20, 2020**, a true and correct copy of which is attached hereto and fully incorporated herein for all purposes.

1.2 In accordance with Section 004, Specifications / Scope of Services, 4.4 Service Requirements, 4.4.4 Additions or Deletions, the City hereby deletes the following locations and items from Attachment D – Price Schedule:

Site Code	Address	Model/Serial/Voltage	Engine Make/Model/Fuel/Serial #	Transfer Switch Make/Model/ Serial #/Amp
FUEL5	NW Service Center	"CATERPILLAR	FUEL5	Northwest Service Center Fuel Service 7000 Culebra Road
FUEL8	SE Service Center	"CATERPILLAR Olympian	FUEL8	Southeast Service Center Fuel Service 7402 S. New Braunfels
IT25	ITSD Radio Tower	ONAN-CUMMINGS Model: GGHE-4488953 SN: J000157764	ONAN-CUMMINGS Natural Gas	

IT26	ITSD Radio Tower			CUMMINGS Model: OTPCC-4489073 SN: I000153644
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1.3 The following generator information in **bold** in Attachment D – Price Schedule is changed or updated:

Site Code	Address	Model/Serial/ Voltage	Engine Make/Model/ Fuel/Serial #	Transfer Switch Make/Model/ Serial #/Amp	Quarterly Preventative Maintenance Price	Annual Preventative Maintenance Price
BESD03					\$205.00	\$880.00
BESD20					\$205.00	\$880.00
FD04	Fire Station 619 S. Hamilton	GENERAC 20A-00178-S SN: 2054172 35KW SPEC: Unknown	GENERAC NC 20A-00178-S NATURAL GAS BATTERY: Unknown SPEC: Unknown	GENERAC 99A-8912-W SN: 25314 AMP: Unknown SPEC: Unknown		
FD05	Fire Station 649 Del Mar St.	OLYMPIAN NC D30P1 SN: F175B/100 35KW SPEC: Unknown	OLYMPIAN NC D30P1 DIESEL BATTERY: Unknown	OLYMPIAN ASCO-A300315041C SN:142749-4 AMP: Unknown SPEC: Unknown		
FD14	Fire Station 1038 New Laredo Hwy.	MODEL: 4087260100 SN: 2077330 KW35 Phase 3	2077330	GENERAC Model: 4087260200 Type Code: GTS015W- 3G2LDNAY SN: 85613 Volts 120/208 AMPS: 150 Phase 3		
FD22	Fire Station 4839 Charles Katz Dr.	OLYMPIAN D30P1S SN: E6978B/100 35 KW	OLYMPIAN D30P1S DIESEL BATTERY: Unknown	OLYMPIAN ASCO- A300215061XC SN: 120114 AMP: Unknown		
Fuel12	Southwest Service Center, 6927W. Commerce, Bldg #3, Fuel Islands					
CSC01 (BESD21)	Southwest Service Center, 6927W. Commerce,					

	Bldg #1					
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Site Code	Address	Model/Serial/ Voltage	Engine Make/Model/ Fuel/Serial #	Transfer Switch Make/Model/ Serial #/Amp	Quarterly Preventative Maintenance Price	Annual Preventative Maintenance Price
CSC01 (BESD22)	Southwest Service Center, 6927W. Commerce, Bldg #2					
IT05	ITSD Radio Tower 601 S. Frio Street Frio Shelter "A"			GENERAC Model:1329690100 SN: 105315 AMP: 400		
IT08	ITSD Radio Tower 2000 Amanda Street Hy-Lions Generator #1			ONAN Model: OTPCC- 4489073 SN: I000153642 AMP: 400		
IT10	ITSD Radio Tower 1051B Austin Hwy Austin Hwy			ONAN Model: OTPCC- 4489073 SN: I000153641 AMP: 400		
IT12	ITSD Radio Tower 5227 Callaghan Broadview			ONAN Model: OTPCC- 4960702 SN: E010239671 AMP: 400		
IT13	ITSD Radio Tower 2200 Grosenbacker Rd, Cagnon	ONAN- CUMMINGS Model: GGDB- 4491954 SN: K000170293 25KVA/20KW	ONAN-CUMMINGS Propane 250 Gallons LP			
IT14	ITSD Radio Tower 2200 Grosenbacker Rd Cagnon			ONAN Model: OTPCB- 4489071 SN: I000153629 AMP:225		
IT15	ITSD Radio Tower	ONAN- CUMMINGS	ONAN-CUMMINGS			

	11890 Topperwein Rd Topperwein	Model: GGBD- 4491954 SN: K000170290 25KVA/20KW	Natural Gas			
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Site Code	Address	Model/Serial/ Voltage	Engine Make/Model/ Fuel/Serial #	Transfer Switch Make/Model/ Serial #/Amp	Quarterly Preventative Maintenance Price	Annual Preventative Maintenance Price
IT16	ITSD Radio Tower 11890 Topperwein Rd Topperwein			ONAN Model: OTPCB- 4489071 SN: I000153627 AMP: 225		
IT17	ITSD Radio Tower 23709 South Breeze Rd South Breeze	ONAN- CUMMINGS Model: GGBD- 4491954 SN: K000170289 25KVA/20KW	ONAN-CUMMINGS Propane 250 Gallons LP			
IT18	ITSD Radio Tower 23709 South Breeze Rd South Breeze			ONAN Model: OTPCB- 4489071 SN: I000153630 AMP: 225		
IT19	ITSD Radio Tower 19382 NW Military Hill Country	ONAN- CUMMINGS Model: GGDB- 4491954 SN: K000170292 25KVA/20KW	ONAN-CUMMINGS Propane 250 Gallons LP			
IT20	ITSD Radio Tower 19382 NW Military Hill Country			ONAN Model: OTPCB- 4489071 SN: I000153628 AMP:225		
IT21	ITSD Radio Tower 7439 Heuermann Rd Grey Forest	ONAN- CUMMINGS Model: GGDB- 4491954 SN: K000170291	ONAN-CUMMINGS Propane 250 Gallons LP			

		25KVA/20KW				
IT22	ITSD Radio Tower 7439 Heuermann Rd Grey Forest			ONAN Model: OTPCB- 4489071 SN: I000153631 AMP:225		

Site Code	Address	Model/Serial/ Voltage	Engine Make/Model/ Fuel/Serial #	Transfer Switch Make/Model/ Serial #/Amp	Quarterly Preventative Maintenance Price	Annual Preventative Maintenance Price
IT23	ITSD Radio Tower 23002 Hallmark Pass Hallmark	ONAN- CUMMINGS Model: GGDB- 5585607 SN: K020441680 25KVA/20KW	ONAN-CUMMINGS Propane 500 Gallons LP			
IT24	ITSD Radio Tower 23002 Hallmark Pass Hallmark			CUMMINGS Model: OTBCP- 5585571 SN: K020437075 AMP: 225		
IT27	ITSD Radio Tower 601 South Frio Frio Shelter "A"	GENERAC Model: 13382650100 SG100 SN: 2112287 100KVA/100K W	GENERAC Propane 1000 Gallon LP			
IT28	ITSD Radio Tower 601 South Frio Frio Shelter "B" Old Shelter			CUMMINGS Model: OTPCC- 4489073 SN: I000153643		
IT29	ITSD Radio Tower 2000Amanda St Hy-Lions Generator #2	GENCO Model: 60 DWP SN: 8171 (Veh Reg:5588) 60KVA/60KW	Diesel 100 Gal Diesel			
SWSC1 (BESD21)	Southwest Service Center 6927 W. Commerce Building#1	GENERAC 14680980100 SN: 2117758 80KW 480V	GENERAC DIESEL SPEC: Unknown	Emerson ASCO 7000 J07ATBB30150N5X C S/N 897470 WE, 150 AMP S/N 897472 WE,		

				230 AMP		
SWSC2 (BESD22)	Southwest Service Center 6927 W. Commerce Building#2	GENERAC 14680990100 SN: 2117759 175KW 480V	GENERAC DIESEL SPEC: Unknown	Emerson ASCO 7000 J07ATBB30230N5X C S/N: 919809 WE, 230 AMP S/N: 897471 WE, 150 AMP		

1.4. The following paragraph in **bold** is added to section 004 – Specifications/Scope of Services, 4.2 Contractor Qualifications, subsection 4.2.2:

4.2.2 Contractor shall be authorized or designated by any one or more of the generator manufacturers listed in Attachment D - Price Schedule as a service representative in order to qualify for award under these specifications and provide the services required herein. Additional consideration will be given in the Experience, Background and Qualifications / Proposed Plan sections of the RFCSP based on the relevant number of manufacturer letters represented by respondent. If any equipment is covered by a manufacturer's warranty, the warranty provider in the area will provide repairs for the equipment. Contractor shall provide a letter of authorization with submission of the proposal.

For BESD generators, Contractor shall be authorized by the manufacturers of Cummins, Generac and Caterpillar for servicing requirements in this contract. "Authorized" means Contractor shall be trained by the manufacturers and have access to the manufacturers' software in order to diagnose and correct generator issues.

1.5 The following new sections are added to section 004 – Specifications/Scope of Services, 4.3 Contractor's Responsibility:

4.3.16 Contractor shall provide verbal and written notification to the DPOC within 8 business hours prior to a site visit for repairs and 24 business hours prior to a site visit for preventative maintenance.

4.3.17 Contractor shall coordinate with DPOC on an agreed time and date for repairs or preventative maintenance and obtain Department's written confirmation of completion of the repair or PM after completing the work.

4.3.18 A copy of the City's written and DPOC-signed acceptance of the repair or PM work shall be attached to the invoice that is submitted to the City for payment. City reserves the right to withhold payment if this written acceptance by the City is not submitted with the invoice.

4.3.19 Invoices for repairs and PM shall be submitted within 30 days of the City's written acceptance of the repair or PM work.

1.6. The following new sections are added to section 004 – Specifications/Scope of Services, 4.4 Service Requirements

4.4.5 Contractor shall produce a monthly invoice with a checklist of items addressed at each visit, and provide reports to BESD, which include photographs of inspection results, and provide warranty information on labor and parts.

1.7 Section 005 – Supplemental Terms and Conditions, Consumer Price Index (CPI), the following section is revised and replaced:

Written Requests for Price Adjustments.

Price adjustments are not automatic. Contractor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 30 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience. City may initiate a price adjustment in the event of falling prices. City shall notify Contractor at least 60 days prior to the date the price adjustment is to take effect.

1.6 Attachment K – Departmental Point of Contact (DPOC) is revised and replaced, a true and correct copy which is attached hereto as **Exhibit 2** and incorporated herein for all purposes.

1.7 Attachment Q – Unique Site-Specific Requirements is revised and replaced, a true and correct copy which is attached hereto as **Exhibit 3** and incorporated herein for all purposes.

1.8 Attachment J - Standards Reference is revised and replaced, a true and correct copy which is attached hereto as Exhibit 4 and incorporated herein for all purposes.

2. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

3. ENTIRE AGREEMENT

This contract, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED and **AGREED** to as of the dates indicated below.

<p>CITY OF SAN ANTONIO</p> <hr/> <p style="text-align: center;"><i>(Signature)</i></p> <p>Printed Name: <u>Norbert Dziuk</u></p> <p>Title: <u>Assistant Director, Finance Department</u></p> <p>Date: _____</p>	<p>VENDOR</p> <div style="text-align: center;">  <p><i>(Signature)</i></p> </div> <hr/> <p>Printed Name: <u>Larry Davis</u></p> <p>Title: <u>President, LJ Power</u></p> <p>Date: <u>8/12/20</u></p>
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This change order is part of the contract. Please acknowledge your receipt of this change order by having it signed by an authorized representative. Please return this change order to the Finance Department, Purchasing Division at the address below, or email to Jorge.Garcia@sanantonio.gov.