

RESOLUTION NO. R-2018-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO ENTER A CONTRACT FOR THE PURCHASE THROUGH BUY BOARD OF AN EMERGENCY GENERATOR TO WAUKESHA-PEARCE INDUSTRIES, INC., IN THE AMOUNT OF \$81,329.00 (EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY-NINE DOLLARS AND 00/100 CENTS); AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the safety of its citizens during a disaster.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to award a contract to Waukesha-Pearce Industries, Inc. for the purchase of an emergency generator in the amount of \$81,329.00. (Attached as Exhibit A)

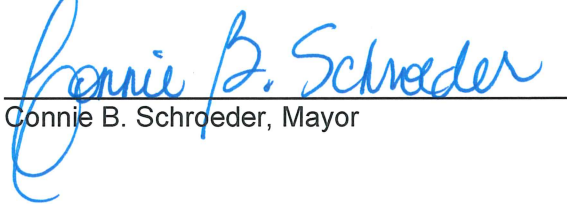
Section 2: That the City Council of the City of Bastrop has found Waukesha-Pearce Industries, Inc., to be a subject matter expert in the field of emergency generators.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 24th day of April 2018.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney



Texas Association of School Boards
BUYBOARD Quotation



Quote Date	April 3, 2018	Quote Request No.	
-------------------	---------------	--------------------------	--

Quotation To		Contract No.	501-15
Buying Agency	City of Bastrop	Vendor ID	837
Contact	TJ LINAHAN	Waukesha-Pearce Industries Inc.	
Phone		Generator Division	
Fax		Contact	Shon Lopez
Email		Phone	210-862-3040
		Fax	713-551-0799
		Email	shon.lopez@wpi.com

Pricing Based On Manufacturer's Price List Dated:	12/01/15	Contract Discount	20.0%
		Factor	80.0%

A. Base Unit:

Brand	Model No.	Description	List Price	Net Price
Generac	SG0130	130 kW Natural Gas Engine Generator	\$ 46,989.00	\$ 37,591.20
<i>Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.</i>				

B. Factory options and attachments INSTALLED

Sales Code	Description	List Price	Net Price
			\$ -
GTS040-3	400 Amp Automatic Transfer Switch 120/208 volt 3 phase	\$ 6,256.00	\$ 5,004.80
			\$ -
			\$ -
	See Bill of Material for all accessories included		\$ -
			\$ -
			\$ -
			\$ -
Sub Total			\$ 5,004.80

C. Non-Factory options and attachments INSTALLED

Sales Code	Description	Net Price
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Sub Total		\$ -

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
TURNKEY INSTALLATION BY AGS	\$ 38,333.00
FREIGHT	\$ 1,900.00
DISCOUNT	\$ (1,500.00)
	\$ -
Sub Total	\$ 38,733.00

TOTAL PURCHASE PRICE: \$ 81,329.00

Delivery: Estimated 12 weeks ARO

Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.

Transmit copy of quotation with purchase order issued to WPI to:
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: buyboard@tasb.org



WAUKESHA-PEARCE INDUSTRIES, INC.

12320 S. Main Houston TX 77035

Phone 713-723-1050 / Fax 713-551-0424

Date: 4/5/2018
Company: City of Bastrop
Quote Number: 3018TJ
Reference: Rec. Center Generator Addition

Attn: Curtis Hancock

SCOPE OF WORK

- Install new Generac 130KW Natural Gas Generator.
- Install new Generac 400AMP Non-Service Rated Automatic Transfer Switch, ATS.
- Electrical Labor and Materials
 - Rework Existing Service Feeder to Accommodate new ATS
 - Installation of New Underground Control and Feeder Conduit from ATS to Gen
 - Installation of New Annunciator Panel
- Installation of New Concrete Pad for Generator, Saw Cutting and Replacement of Sidewalk
- Plumbing Labor and Materials
 - Provide and install approximately 110' of 2" poly with gas piping with risers.
 - Make a new connect to the existing gas meter to except the new gas piping.
 - Connect new gas piping to the new generator.
- Delivery, Off-Loading, and Placement Equipment (**Crane Cost Included**).
- Startup, Commissioning, and Warranty Registration.
- Owner/End User Training (**Not to Exceed 4hrs**).
- **Cellular Monitoring Available for an Additional \$ 1500**

***ASK ABOUT OUR GENERATOR SERVICE PLANS TO PROTECT YOUR
INVESTMENT***

BILL OF MATERIAL

Quantity 1 - Generac Industrial gaseous V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 130 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- Natural Gas fuel system
- Air Filter Restriction Ind
- 21 Light Annunciator - Surface
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Coolant Heater, 1500W, 120VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Extreme Cold Weather Kit
- Flex Fuel Line
- Flush Mount Annunciator Kit
- MLCB, 100% rated thermal-magnetic
 - 350 Amp
- Standard 2-Year Limited Warranty
- SG0130GG189.0S18HPYYE

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- 400 Amp, 3 Pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup

- Inphase Monitor
- Time Delay Neutral
- Return to Utility
- Engine Cooldown
- Transfer on Exercise
- Auto/Normal/Standby switch
- Return to Normal Bypass
- Signal Before Transfer contacts
- Single set of Auxiliary Contacts
- UL 1008 Listed, CSA Certified
- NEMA 3R Enclosure
- Std set of 3 Manuals
- 2-Year Basic Warranty
- GTS040W-3G2LDNCY

Estimated Shipment: 9 weeks from release to order from WPI Credit

Project Specific Clarifications:

- 1) Offering equipment by Generac Power Systems
- 2) Offering manufacturers standard materials of construction.
- 3) Quotation is limited to the quantity and description listed above.

Waukesha-Pearce Industries, Inc. (WPI) **Standard Terms and Conditions of Sale**

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. On any GE Waukesha Gas Engines or WPI fabricated products quoted at \$150,000 or more, WPI requires progress payments with the following milestone achievements:

- 20% upon submittal of drawings
- 20% upon completion of skid fabrication
- 50% upon receipt of major components (engine(s), pump(s) generator(s) & switchgear)
- 10% (or full balance) 30 days from date of final invoice

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges on GE Waukesha Engines are 100% after the engine order is placed with GE Waukesha. Cancellations charges for completed fabrication projects are 100%. No termination by Buyer for default shall be effective unless and until WPI shall have failed to correct such alleged fault within sixty (60) days after receipt by WPI of written notice specifying such default. WPI further reserves the right to fabricate ahead of the shipping schedule whenever it is deemed necessary and upon notification to Buyer. Such advance fabrication shall not void Buyer's responsibility for cancellation charges.

4. Alterations

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is **approximate** and is **estimated** based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if require, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligence in its responsibilities.

8. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

9. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

10. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

11. Structural, Current-Pulsation, Vibration, Torsional, Transport Studies

When requested by the Buyer, WPI will arrange for a third party analysis of the quoted fabricated equipment systems or components. Any changes or modifications to the original design, which result from these analyses are considered outside the scope of the original quote and will be charged at WPI's published rates for engineering, material, labor and necessary supervision in effect at that time.

12. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include labor, will be billed to the Buyer. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

13. Literature

WPI will provide upon request the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

14. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

15. Shipping Dates

Any shipment date given herein is approximate and is estimated from the date of receipt of order with complete specifications, approvals and acceptance of Credit Application with Contractor & Job bonding information. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Purchaser or by reasons of force majeure, which shall be deemed to mean all other causes whatsoever not reasonably in the control of WPI, including, but not limited to acts of God, war riots, or insurrection, blockades, embargos, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, inability to secure materials, labor or manufacturing facilities. Any delay resulting from such causes shall extend delivery dates correspondingly. WPI shall in no event be liable for any special, indirect or consequential damages arising from delay irrespective of the reason therefore, and receipt by the Purchaser shall constitute acceptance of delivery and waiver of any claims due to delay.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window.

Revised 07 July 2013

Waukesha-Pearce Industries, Inc. (WPI) Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. On any GE Waukesha Gas Engines or WPI fabricated products quoted at \$150,000 or more, WPI requires progress payments with the following milestone achievements:

- 20% upon submittal of drawings
- 20% upon completion of skid fabrication
- 50% upon receipt of major components (engine(s), pump(s) generator(s) & switchgear)
- 10% (or full balance) 30 days from date of final invoice

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges on GE Waukesha Engines are 100% after the engine order is placed with GE Waukesha. Cancellations charges for completed fabrication projects are 100%. No termination by Buyer for default shall be effective unless and until WPI shall have failed to correct such alleged fault within sixty (60) days after receipt by WPI of written notice specifying such default. WPI further reserves the right to fabricate ahead of the shipping schedule whenever it is deemed necessary and upon notification to Buyer. Such advance fabrication shall not void Buyer's responsibility for cancellation charges.

4. Alterations

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is **approximate** and is **estimated** based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if require, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligence in its responsibilities.

8. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in Item 12 below having to do with warranty.

9. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

10. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

11. Structural, Current-Pulsation, Vibration, Torsional, Transport Studies

When requested by the Buyer, WPI will arrange for a third party analysis of the quoted fabricated equipment systems or components. Any changes or modifications to the original design, which result from these analyses are considered outside the scope of the original quote and will be charged at WPI's published rates for engineering, material, labor and necessary supervision in effect at that time.

12. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include labor, will be billed to the Buyer. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

13. Literature

WPI will provide upon request the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

14. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

15. Shipping Dates

Any shipment date given herein is approximate and is estimated from the date of receipt of order with complete specifications, approvals and acceptance of Credit Application with Contractor & Job bonding information. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Purchaser or by reasons of force majeure, which shall be deemed to mean all other causes whatsoever not reasonably in the control of WPI, including, but not limited to acts of God, war riots, or insurrection, blockades, embargos, sabotage, epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, inability to secure materials, labor or manufacturing facilities. Any delay resulting from such causes shall extend delivery dates correspondingly. WPI shall in no event be liable for any special, indirect or consequential damages arising from delay irrespective of the reason therefore, and receipt by the Purchaser shall constitute acceptance of delivery and waiver of any claims due to delay.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window.