#### REQUEST FOR PROPOSALS

**FOR** 

# D.G. HUNTER ELECTRICAL POWER PLANT WARTSILA OVERHAUL/MAINTENANCE SERVICES PHASE II - UNITS 5, 6, 7, & 8 - 2025

CITY OF ALEXANDRIA, LOUISIANA (OWNER)

MAYOR JACQUES M. ROY

COUNCIL MEMBERS

JULES R. GREEN

GARY JOHNSON

CYNTHIA PERRY

LIZZIE FELTER

CHARLES "CHUCK" FOWLER, JR.

MALCOLM LARVADAIN

JAMES "JIM" VILLARD

CITY COUNCIL CLERK
DONNA JONES

DIRECTOR OF UTILITIES
MARCUS CONNELLA

**June 2025** 



PAN AMERICAN ENGINEERS, LLC P.O. BOX 8599 (71306) 1717 JACKSON STREET (71301) ALEXANDRIA, LOUISIANA (318)473-2100 PAE Job No. 13408

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### I. ADVERTISEMENT FOR REQUEST FOR PROPOSALS/INVITATION TO BID

#### ADVERTISEMENT FOR REQUEST FOR PROPOSALS/INVITATION TO BID

#### CITY OF ALEXANDRIA, LOUISIANA PURCHASING DEPARTMENT

#### D.G. HUNTER ELECTRICAL POWER PLANT WARTSILA OVERHAUL/MAINTENANCE SERVICES PHASE II - UNITS 5, 6, 7, & 8 - 2025

Separate sealed proposals for D.G. HUNTER ELECTRICAL POWER PLANT – WARTSILA OVERHAUL/MAINTENANCE SERVICES – PHASE II - UNITS 5, 6, 7, & 8 - 2025, will be received by the CITY OF ALEXANDRIA at the CITY COUNCIL MEETING CHAMBERS, ALEXANDRIA CITY HALL, ALEXANDRIA, LOUISIANA, until 10:00 AM CST CDT, TUESDAY, August 26, 2025, and then at said office publicly opened and read aloud.

Complete proposal packet and specifications may be obtained at the City of Alexandria's website, <a href="www.cityofalexandriala.com">www.cityofalexandriala.com</a> under the heading "Business", and drop down to "RFP/RFQ/RFI/BIDS". There is no charge to download bid documents from the City's website.

Pursuant to LA R.S. 38:2212.1 B.(4)(a), vendors have the <u>option</u> to submit their bids electronically. Please find bid related documents and place electronic bids at <u>www.centralbidding.com</u>. For questions regarding the electronic bidding process, please call Central Bidding at 225-810-4814.

The City will hold a Non-Mandatory Pre-Proposal Conference on-site to allow potential proposers the opportunity to evaluate existing site conditions and work setting. The Pre-Proposal Conference will be held at the Power Plant, 1011 North 3<sup>rd</sup> Street, Alexandria, LA 71301 on Wednesday, August 13, 2025 at 11:00 a.m.

Questions and/or request for clarification of bid specifications are to be in written form only, either mailed or emailed to Thomas C. David, Jr., Pan American Engineers, LLC, 1717 Jackson Street, Alexandria, LA 71301; P.O. Box 8599, Alexandria, LA 71306; Emailed to: <a href="mailto:rom@paealex.com">rom@paealex.com</a> and must be received within ten (10) calendar days of the scheduled receipt of proposals.

#### Address for Postal Delivery:

City of Alexandria Donna Jones, City Clerk PO Box 71 Alexandria, LA 71309-0071

#### Address for Courier or Overnight Delivery:

City of Alexandria Donna Jones, City Clerk 915 Third Street, 1<sup>st</sup> Floor Alexandria, LA 71301 Phone: 318-449-5047

#### Address for Electronic Bid Submission:

www.centralbidding.com

Phone: 225-810-4814

PLEASE PUBLISH THREE (3) TIMES:

July 18, 2025 July 25, 2025 August 1, 2025

#### II. PROPOSAL COVER SHEET

### CITY OF ALEXANDRIA, LOUISIANA D.G. HUNTER ELECTRICAL POWER PLANT UNITS 5, 6, & 9 WARTSILA OVERHAUL/MAINTENANCE SERVICES



#### City of Alexandria

Purchasing Department P. O. Box 71 Alexandria, Louisiana 71309-0071



Office: (318) 441-6180 Fax: (318) 441-6185

#### II. PROPOSAL COVER SHEET Sealed bids will be received until 10:00 AM. Pan American Engineers Job No. 13408 Tuesday, August 26, 2025, and Page: 1 of 1 publicly opened in the Council Chambers or Date Specifications Prepared: 06/02/2025 Council Committee Room. Bid Bond Requirements: A bid bond or check Please file bid with the following: Donna Jones, City Clerk for N/A% of the total amount of bid. City of Alexandria Performance Bond Requirements: In the event bid 915 Third Street is accepted, a performance bond shall be required P. O. Box 71 in the amount of N/A%. Alexandria, LA 71309-0071 Phone: 318-449-5047

It is the intent of the City of Alexandria, Louisiana to secure price proposals for services related to the Overhaul/Maintenance for four (4) Wartsila Engines at the City's D.G. Hunter Electrical Power Plant – Phase II - Units 5, 6, 7, & 8 - 2025.

Completed proposal should be returned as issued by the City of Alexandria with ALL PAGES intact and all columns filled in. Incomplete columns or missing pages, to include addendum pages, may result in the proposer's entire proposal being rejected.

Questions and/or clarifications of the proposal and specification must be submitted in written form only, either mailed, faxed, or e-mailed to the attention of Thomas C. David, Jr., Pan American Engineers, LLC, 1717 Jackson Street, Alexandria, LA 71301; P.O. Box 8599, Alexandria, LA 71306; Fax: (318) 473-2275; Email: tom@paealex.com and must be received within 10 calendar days of the scheduled receipt of proposals.

Bidder Information:		
Addenda Acknowledged:		
Company Name:		
Address:		
City/State/Zip:		
Telephone : ( )	Fax #: (	)
Authorized Printed Name and Title:		
Authorized Signature:		

#### III. PROPOSAL FORM

#### **III. PROPOSAL FORM**

The on-site service work will take place at the following location:
City of Alexandria D.G. Hunter Electrical Power Plant, 1011 North 3rd Street, Alexandria, LA 71301

#### A. ON-SITE MAINTENANCE SERVICES AND OFF-SITE SHOP WORK

DESCRIPTION:			
REF. NO. 1	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Mobilization and De-Mobilization	Job	Lump Sum	\$
DESCRIPTION:			

DESCRIPTION:			
REF. NO. 2	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 5 - Combined 8,000, 12,000, and 16,000 Running Hours On-Site Maintenance Services and Off-Site Shop Work			
Engine Type: PAAE264151 Wartsila 20V34SG  Fee Structure: Lump Sum fee shall include all field service labor expenses, cylinder head overhauls, cylinder liner overhauls, turbo charger inspection and overhaul, charge air cooler overhaul, lube oil cooler overhaul, main bearing replacements, cam shaft bearings,	Job	Lump Sum	\$
turbo crating, final re-torquing, air-fare, hotel, car/rental, per diem and other job related incidental costs.			

#### III. PROPOSAL FORM

The on-site service work will take place at the following location:
City of Alexandria D.G. Hunter Electrical Power Plant, 1011 North 3rd Street, Alexandria, LA 71301

DESCRIPTION:			
REF. NO. 3	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 6 - Combined 8,000, 12,000, and 16,000 Running Hours On-Site Maintenance Services and Off-Site Shop Work  Engine Type:			
PAAE264151 Wartsila 20V34SG  Fee Structure:  Lump Sum fee shall include all field service labor expenses, cylinder head overhauls, cylinder liner overhauls, turbo charger inspection and overhaul, charge air cooler overhaul, lube oil cooler overhaul, main bearing replacements, cam shaft bearings,	Job	Lump Sum	\$
turbo crating, final re-torquing, air-fare, hotel, car/rental, per diem and other job related incidental costs.			

DESCRIPTION:			
REF. NO. 4	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 7 - Combined 8,000, 12,000, and 16,000 Running Hours On-Site Maintenance Services and Off-Site Shop Work			
Engine Type: PAAE264151 Wartsila 20V34SG	ماما	Luman Cum	Φ.
Fee Structure: Lump Sum fee shall include all field service labor expenses, cylinder head overhauls, cylinder liner overhauls, turbo charger inspection and overhaul, charge air cooler overhaul, lube oil cooler overhaul, main bearing replacements, cam shaft bearings, turbo crating, final re-torquing, air-fare, hotel, car/rental, per diem and other job related incidental costs.	Job	Lump Sum	\$

#### **III. PROPOSAL FORM**

The on-site service work will take place at the following location:
City of Alexandria D.G. Hunter Electrical Power Plant, 1011 North 3rd Street, Alexandria, LA 71301

DESCRIPTION:			
REF. NO. 5	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 8 - Combined 8,000, 12,000, and 16,000 Running Hours On-Site  Maintenance Services and Off-Site Shop Work  Engine Type:			
PAAE264151 Wartsila 20V34SG  Fee Structure:	Job	Lump Sum	\$
Lump Sum fee shall include all field service labor expenses, cylinder head overhauls, cylinder liner overhauls, turbo charger inspection and overhaul, charge air cooler overhaul, lube oil cooler overhaul, main bearing replacements, cam shaft bearings, turbo crating, final re-torquing, air-fare, hotel, car/rental, per diem and other job related incidental costs.			

#### **B. NON-BASELINE REPAIR CASH ALLOWANCES**

DESCRIPTION:			
REF. NO. 6	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 5 Non-Baseline Repair Work  General:  Owner authorized non-baseline repair work shall include the total cost of each specific repair item. Expenses for approved repairs will be charged against the stated allowance amount.  Pricing Structure:  Pricing for authorized non-baseline repairs shall be scoped and a lump-sum price developed for owner review and approval. Repair cost shall include labor, parts, shipping, packaging, and other related incidental costs.	Job	Allowance	\$200,000.00

#### III. PROPOSAL FORM

The on-site service work will take place at the following location:
City of Alexandria D.G. Hunter Electrical Power Plant, 1011 North 3rd Street, Alexandria, LA 71301

DESCRIPTION:			
REF. NO. 7	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 6 Non-Baseline Repair Work  General:  Owner authorized non-baseline repair work shall include the total cost of each specific repair item. Expenses for approved repairs will be charged against the stated allowance amount.  Pricing Structure:  Pricing for authorized non-baseline repairs shall be scoped and a lump-sum price developed for owner review and approval. Repair cost shall include labor, parts, shipping, packaging, and other related incidental costs.	Job	Allowance	\$200,000.00

DESCRIPTION:			
REF. NO. 8	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 7 Non-Baseline Repair Work  General:  Owner authorized non-baseline repair work shall include the total cost of each specific repair item. Expenses for approved repairs will be charged against the stated allowance amount.  Pricing Structure:  Pricing for authorized non-baseline repairs shall be scoped and a lump-sum price developed for owner review and approval. Repair cost shall include labor, parts, shipping, packaging, and other related incidental costs.	Job	Allowance	\$200,000.00

#### **III. PROPOSAL FORM**

The on-site service work will take place at the following location: City of Alexandria D.G. Hunter Electrical Power Plant, 1011 North 3rd Street, Alexandria, LA 71301

DESCRIPTION:			
REF. NO. 9	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 8 Non-Baseline Repair Work  General:  Owner authorized non-baseline repair work shall include the total cost of each specific repair item. Expenses for approved repairs will be charged against the stated allowance amount.  Pricing Structure:  Pricing for authorized non-baseline repairs shall be scoped and a lump-sum price developed for owner review and approval. Repair cost shall include labor, parts, shipping, packaging, and other related incidental costs.	Job	Allowance	\$200,000.00

#### C. POST OVERHAUL FIFTY (50) HOUR RE-TORQUING

DESCRIPTION:			
REF. NO. 10	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 5 Post Overhaul Fifty (50) Hour Re-Torquing			
General:  Re-Torquing of Engine 5 after fifty (50) hour post overhaul run time; including letter report of findings.	Job	Lump Sum	\$
Pricing Structure: Pricing shall be Lump Sum and shall include labor and other related incidental costs.			

#### III. PROPOSAL FORM

The on-site service work will take place at the following location:
City of Alexandria D.G. Hunter Electrical Power Plant, 1011 North 3rd Street, Alexandria, LA 71301

DESCRIPTION:			
REF. NO. 11	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 6 Post Overhaul Fifty (50) Hour Re-Torquing  General: Re-Torquing of Engine 6 after fifty (50) hour post overhaul run time; including letter report of findings.  Pricing Structure: Pricing shall be Lump Sum and shall include labor and other related incidental costs.	Job	Lump Sum	\$
DESCRIPTION:			

DESCRIPTION:			
REF. NO. 12	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 7 Post Overhaul Fifty (50) Hour Re-Torquing			
General:  Re-Torquing of Engine 7 after fifty (50) hour post overhaul run time; including letter report of findings.	Job	Lump Sum	\$
Pricing Structure: Pricing shall be Lump Sum and shall include labor and other related incidental costs.			

#### **III. PROPOSAL FORM**

The on-site service work will take place at the following location: City of Alexandria D.G. Hunter Electrical Power Plant, 1011 North 3rd Street, Alexandria, LA 71301

DESCRIPTION:			
REF. NO. 13	QUANTITY:	UNIT OF MEASURE:	LUMP SUM OR UNIT PRICE EXTENSION (Quantity times Unit Price)
Engine 8 Post Overhaul Fifty (50) Hour Re-Torquing  General:  Re-Torquing of Engine 8 after fifty (50) hour post overhaul run time; including letter report of findings.  Pricing Structure:  Pricing shall be Lump Sum and shall include labor and other related incidental costs.	Job	Lump Sum	\$
TOTAL OF REFERENCE NO's 1 - 13 (Including Stated Allowances)			\$

#### D. ADDITIONAL OWNER REQUESTED SERVICE WORK

Hourly Rates Shall be Provided for Regular and Overtime for Owner Requested Additional Services:

	NORMAL RATE	OVERTIME RATE
Service Technician	\$	\$
Service Engineer	\$	\$
Superintendent	\$	\$

### IV. PROPOSER'S BACKGROUND AND CAPABILITIES

#### IV. PROPOSERS BACKGROUND AND CAPABILITIES

1.	Proposer's Official Business Name and Corporate Structure:
2.	Proposer's Headquarters' Location and Other Office Locations' Addresses:
3.	Identification of Proposer's Project Lead Along with Title And Bio: (Attach Biographical Information In Separate Document)

4.	Proposer's Expected Project Team Members and Bios: (Attach Biographical Information In Separate Document)
5.	Location of Proposer's In-House Maintenance Operation: (Attach Narrative In-House Maintenance Expertise In Separate Document)
6.	Description of Proposer's Capabilities Relevant to this Project. a. List of Similar Projects Completed (At Least Ten (10) Engines).

	b. References (At Least Three):
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7. l	Proposer's Project Safety Performance Record. (Attach Safety Performance Records In Separate Document).
8. l	Location To Nearest Service Center to Alexandria, Louisiana.
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-	
-	
=	
-	

9.	Location of Accomplishe		or	Other	Facilities	Where	Off-Site	Refurbishment	Work	Would	Be
10	Listing and F Would Likely Additional Pa	Be Nee	dec	for the	e Overhau	arts in A I / Maint	ddition to enance S	Those Listed in services of Units	Attach 5, 6, 7	ment A , & 8. (	that Add

### V. GENERAL CONDITIONS FOR PROPOSERS

### V. GENERAL CONDITIONS FOR PROPOSERS PLEASE READ CAREFULLY

- 1. Pursuant to LA R.S 38:2212.1. C.(1)(2), any manufacturer's preference in this proposal is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified.
- 2. Each proposer shall submit his proposal on the proposal form furnished by the City of Alexandria Purchasing Department. The complete proposal package must be returned as issued by the City with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, shall result in the vendor's entire proposal package being rejected.
- 3. Literature, brochures, and other related paperwork attached to the proposal should be identified with the name of the proposer.
- 4. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
- 5. The City of Alexandria reserves the right to award by item or by total proposal, unless otherwise specified in the proposal specifications.
- 6. All erasures or corrections on the proposal form must be initialed and the City of Alexandria may rely on the apparent authority represented by the initials.
- 7. The City of Alexandria reserves the right to reject for cause any and all proposals or parts of proposals, or accept proposals most beneficial to the City.
- 8. Any proposal submitted which contains additions, conditional or alternate proposals, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of proposal opening shall be rejected.
- 9. Proposals shall be opened publicly in the City Council Chambers or Council Committee Room.
- 10. The City of Alexandria shall schedule for payment the invoices for articles or services purchased under this proposal within thirty (30) days after due and proper delivery accompanied by invoice.
- 11. The City of Alexandria is exempt from all sales taxes or value added taxes. A sales tax exempt form shall be furnished by the City of Alexandria Purchasing Department to the successful proposer, if requested.
- 12. Proposer(s) awarded item(s) by the City of Alexandria shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.

- 13. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the City of Alexandria and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:
  - (a) By mutual agreement and consent of either party upon thirty (30) days written notice to the other party;
  - (b) By the Mayor, on behalf of the City of Alexandria, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
  - (c) By satisfactory completion of all services and obligations described in the contract.

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the City of Alexandria Purchasing Department by means of certified mail informing him of cancellation of the contract, giving specific reasons for said cancellation. Contractor shall have the right to appeal to the City Council within ten (10) days from the date that said notification is placed in the U.S. Mail. Contractor's appeal shall be accomplished by means of a letter addressed to the City Council and delivered to the City Clerk, stating that an appeal to the decision of cancellation is desired. The City Council shall thereafter hold a hearing on the appeal, giving all parties the opportunity to present any and all evidence concerning the decision of cancellation. After hearing the appeal, the city Council may, by a majority vote, sustain, modify, or reverse the findings for said decision and shall provide, if requested by Contractor, a written determination of its findings.

14. Insurance: The proposer shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property and personnel. The proposer shall provide a waver of all rights of recourse and subrogation against the City from its insurers as well as, indemnify and hold the City harmless for all claims of the City's insurers.

Minimum Scope and Limits of Insurance:

Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only. To the

fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

#### Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence totaling \$2,000,000 and a per project aggregate of \$4,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable. The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The Engineer shall also be named as an additional insured.

#### Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Owner of policy cancellations or reductions in limits.

#### Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for Workers' compensation coverage.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

#### Waiver of Subrogation

To the extent, damages are covered by and recovery is made against property insurance policies covering the Work, the Owner and Engineer waive all rights for the amount of such recovery against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the amounts actually recovered from the proceeds of such insurance as set forth herein or by separate work/service order. The Owner and the Engineer, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

### VI. PROPOSAL SPECIFICATIONS

#### VI. PROPOSAL SPECIFICATIONS

#### 1. <u>Introduction</u>:

A. The City of Alexandria, Louisiana (COA) owns and operates seven (7) Wärtsilä 20V34SG Reciprocating Internal Combustion Engine (RICE) generator sets (Units 5-11) at its D. G. Hunter Plant located at 1011 North 3<sup>rd</sup> Street, Alexandria, Louisiana 71909. Each of the seven engines has exceeded 16,000 hours of operation.

Engines 9, 10, and 11 were serviced in September of 2024 to February of 2025.

Engines 5, 6, 7, and 8 are now being programed for the combined 8,000, 12,000, and 16,000 Running Hours Maintenance Service described in the Wärtsilä Operations and Maintenance (O&M) manuals.

- B. The COA is seeking overhaul services for Engines 5, 6, 7, and 8 units from qualified and experienced vendors familiar with Wärtsilä 20V34SG RICE generator sets.
- C. Overhaul work is to be performed on four (4) selected engines from October 1, 2025 through February 28, 2026 under a single mobilization/demobilization with no more than two (2) engines out of service at the same time.
- D. The COA will provide two (2) laborers (parts cleaners), one (1) electrical technician and one (1) instrument technician to assist vender technicians and engineers in the performance of overhaul work.
- E. Lock-out/tag-out (LOTO) functions will be coordinated through COA operations personnel.
- F. The COA will remove the engines from service and isolate such to the satisfaction of proposer's field service personnel.
- G. The COA will drain cooling water from the engines in preparation for service work.
- H. The Service Provider will provide engine specific tools up to date in terms of calibration, to support the overhaul effort.
- I. The COA will provide miscellaneous consumables to support the overhaul effort.
- J. The COA will provide spare parts to support the On-Site and Workshop Service work.

- K. The COA will provide access to one (1) five (5) ton bridge crane. Any lifting or setting work that would require a heavier lift capacity than that currently available at the plant will need to be accommodated otherwise.
- 2. <u>Scheduled Time Frame For Overhaul Services</u>: Five (5) calendar months; October 1, 2025 through February 28, 2026. Mobilization may take place before the beginning, and demobilization after the end, of the specified period, but designated units must remain in service until October 1, 2025.
- 3. <u>Stipulated Damages:</u> The COA will face significant financial risk if the Overhaul Work is not completed within the scheduled time frame noted above. For each day beyond the February 28, 2026 deadline for completion of the Overhaul Work, a charge totaling \$1,000 per calendar day will be assessed against the contract price; and continue until completion of the Overhaul Work. This day count would not include the scheduling and performance of the fifty (50) hour re-torquing effort that would be a function of actual run time of the engines after completion of the Overhaul Work.
- 4. <u>Maximum Number Of Engines Taken Out Of Service At One Time</u>: No more than two (2) engines shall be out of service at the same time without written authorization from the COA.
- 5. <u>Safety</u>: Proposers field service personnel shall have authority to stop work if an unsafe or hazardous condition is observed. Proposers field service personnel shall immediately notify COA Supervisor personnel of noted safety concerns for resolution.
- 6. <u>Criteria for Overhaul Work</u>: All overhaul work shall be conducted in accordance with Wartsila recommended practices and procedures for the specified engine.
- 7. <u>Proposer Qualifications</u>: To be qualified to prosper, Proposer must have performed 8,000, 12,000 and 16,000 Running Hours Maintenance Service on at least ten (10) Wartsila 20V34 SG engines (documentation requirements listed below) and have references from at least three separate owners.
- 8. Proposers' Background Information and Capabilities:
  - A. Proposers are to provide the following information related to the Proposers' background and capabilities as listed below. It is critical that Proposers provide all the requested detail in their proposal to allow the COA to complete a fair review of each Proposers' capabilities to successfully perform the overhaul activities described herein using Form provided in Section IV.
    - 1. Proposer's official business name and corporate structure.
    - 2. Proposer's headquarters' location and other office locations' addresses.

- 3. Identification of Proposer's Project lead along with title and biography.
- 4. Proposer's expected Project team members and biographies.
- 5. Description and location of Proposer's in-house maintenance expertise.
- 6. Description of Proposer's capabilities relevant to this Project (at least ten (10) Engines).
  - a. List of similar projects completed (at least five).
  - b. References (at least three).
- 7. Details on Proposer's project safety performance record.
- 9. <u>Engine Routine Maintenance</u>: The Wartsila Operation and Maintenance Manual Routine Operational inspections will be performed by Owner's maintenance personnel as part of routine operational procedures.
- 10. <u>Non-Baseline Maintenance Overhaul and Typical Off-Site Shop Work:</u> It is acknowledged that as a result of the operational inspections, repairs and shop work may be required for each engine as related to items beyond the baseline maintenance, overhaul, and typical off-site shop work specified below and noted on the proposal form.

For purposes of Owner contract budgeting, a cash allowance amount totaling \$200,000 per engine has been noted on the Proposal Form for repair work not typical to the overhaul and maintenance effort.

Owner pre-approved expenses for the non-baseline repair work will be charged against the stated allowance for each engine. In the event that the cost for authorized repair work is less than the stated allowance amount, the contract total will be reduced to match the actual repair cost by change order. Accordingly, if the non-baseline repair work exceeds the \$200,000 allowance amount per engine, a change order shall be negotiated prior to exceeding the allowance amount for the cost of repair work greater than the allowance.

#### 11. Scope of Overhaul/Maintenance Service:

- A. <u>Interval: 8,000 Operating Hours:</u>
  - 1. Air Coolers:
    - a. Clean charge air cooler(s) and perform the pressure test.
      - i. Check carefully for corrosion.
  - 2. Automation:
    - a. Check the wiring condition inside the cabinets and boxes.
    - b. Check for insulation wear, loose terminals, and loose wires.
    - c. Check for cable insulation wear, damages, loose cable glands, connectors, holders, and loose grounding shields.
    - d. Check for loose grounding straps and corrosion.
    - e. Check the sensors, actuators, solenoids etc. for leakages, physical damages. Also check the signal measurement where applicable.
    - f. Check the condition of the vibration dampers. Replace if necessary.
    - g. Verify correct reading on engine displays and meters.
    - h. Check the electronic modules visually for damages. Rectify, improve or replace the equipment if necessary.
    - i. Check the sealing condition on cabinets and boxes.
  - 3. NOTE: Exhaust manifold leak check and parts replacement will be conducted by Owner maintenance personnel.
  - 4. Gas Regulating Unit:
    - a. Overhaul of the gas pressure regulating and safety shut-off valves per manufacturers instructions.
  - 5. NOTE: Ignition system maintenance will be performed by Owner maintenance personnel.
  - 6. Lubricating Oil Coolers:

- a. Clean lubricating oil coolers.
  - i. Unnecessary opening of the plate cooler should be avoided.
  - ii. Examine carefully for corrosion.

- B. <u>Interval: 12,000 Operating Hours</u>:
  - 1. HT Water Pump:
    - a. Inspect the HT water pump.
      - i. Dismantle and check. Replace worn parts.
  - 2. HT Water Pump Driving Gear:
    - a. Inspect the HT water pump driving gear.
      - i. Replace parts, if necessary.
  - 3. HT Water Thermostatic Valve:
    - a. Clean and inspect the HT water thermostatic valve.
      - Internal thermostatic valve: Clean and check the thermostatic element, valve cone-casing and sealings.
      - ii. For externally mounted thermostatic valves see supplier's operation and maintenance manual.
  - 4. LT Water Pump:
    - a. Inspect the LT water pump.
      - i. Dismantle and check. Replace worn parts.
  - 5. LT Water Pump Driving Gear:
    - a. Inspect the LT water pump driving gear.
      - i. Replace parts, if necessary.
  - 6. LT Water Thermostatic Valve:
    - a. Clean and inspect the LT water thermostatic valve.
      - i. Clean and check the thermostatic element, valve cone-casing and sealings.
      - ii. For externally mounted thermostatic valves see supplier's operation and maintenance manual.

- 7. Lubricating Oil Automatic Filter:
  - a. Replace the lubricating oil filter candles.
    - i. Drain the filter housing. Clean the wire gauze. Replace the filter candles.
- 8. Lubricating Oil Pump:
  - a. Inspect the lubricating oil pump.
    - i. Replace parts, if necessary.
- 9. Lubricating Oil Pump Driving Gear:
  - a. Inspect the lubricating oil pump driving gear.
    - Replace parts, if necessary.
- 10. Oil Thermostatic Valve:
  - a. Clean and inspect oil thermostatic valve.
    - i. Clean and check the thermostatic element, valve cone-casing and sealings.
- 11. Prelubricating Oil Pump:
  - a. Inspect the prelubricating oil pump.
    - Replace parts, if necessary.
- 12. Turbocharger(s) ABB TPL-Chargers:
  - a. Inspect the turbocharger bearings.
    - i. Inspect and replace the bearings, if necessary.
  - b. Replace the bearings on 36,000h at the latest.
    - i. See the manufacturer's instructions.

- C. Interval: 16,000 Operating Hours:
  - 1. Camshaft:
    - a. Inspect camshaft bearings.
      - i. Replace if necessary.
  - 2. Camshaft Driving Gear:
    - a. Inspect the intermediate gears.
      - i. Replace parts if necessary.
  - 3. Connecting Rods:
    - a. Replace the big end bearing.
      - Replace the big end bearing. Inspect mating surfaces. Measure the big end bore appropriate inspection forms.
    - b. Inspect the small end bearings.
      - i. Inspect the small end bearings. Replace, if necessary.
    - c. Replace the connecting rod screws.
      - i. The nuts for the connecting rod screws do not need changing, unless they appear damaged. Clean and examine the nuts carefully at every overhaul.
    - d. Replace the connecting rod shims.
  - 4. Crankshaft:
    - a. Inspect the main bearings.
      - Inspect one main bearing. If in bad condition, check/change all main bearings. Note the type of bearing in use and do the inspection accordingly.
  - 5. Cylinder Heads:
    - a. Overhaul the cylinder head.

- Dismantle and clean the under side, inlet and exhaust valves and ports. Inspect cooling spaces and clean, if necessary. Grind the valves. Inspect the valve rotators. Check the rocker arms.
- ii. Replace the O-rings in the valve guides and on the exhaust valve seat rings.
- iii. Replace the O-rings at bottom of cylinder head screws at every overhaul
- iv. Put lubricating oil on the threads of the screw.
- v. Mount the screw and tighten to specified torque.
- vi. Fill the compartment between screw and engine block with lubricating oil.
- 6. Cylinder Liners:
  - a. Inspect the cylinder liners.
    - Measure the bore using appropriate forms; replace liner if wear limits are exceeded. Hone the liners.
       Renew the anti-polishing ring.
- 7. Engine Fastening Bolts:
  - a. Check the tightening of the engine fastening bolts
    - i. Replace damaged bolts.
- 8. Gas Admission Valves:
  - a. Replace the main gas admission valves
    - i. In installations where connectors are used, replace the female connector.
  - b. Clean the main gas admission valve insert.
    - i. Replace if needed.
- Gas System:
  - a. Maintain the gas system

 Replace the sealings in the pipe connections, check the sealing faces for wear and corrosion. Make the leak test.

#### 10. Hydraulic Jack:

- a. Check Function.
  - i. Replace O-rings in the hydraulic jack if they are leaking when lifting the main bearing cap.

#### 11. Pistons:

- Inspect the pistons.
- b. Dismantle the composite piston for inspection of mating surfaces between piston skirt and piston crown. Inspect and clean oil spaces.

#### 12. Pistons, Piston Rings:

- a. Inspect the pistons and replace the piston rings.
  - i. Pull, inspect and clean. Check the height of the ring grooves, use appropriate forms.
  - ii. Check the retainer rings of the gudgeon pins. Replace complete set of piston rings. Note the running-in program.

#### 13. Prechamber:

a. Replace the prechamber lower part. Renew the O-rings and the bottom sealing rings.

#### 14. Lubrication Oil:

a. Change the lubricating oil. Clean all oil spaces with a high-quality, fibre-and lint-free cloth.

- D. <u>Post-Overhaul Operational Testing</u>: Post-Overhaul Operational Testing as described in Table 3.03, criteria A, and Sections 03.6, 03.7, and 03.8 of the Wartsila 34SG Engine O&M Manual. Testing will be terminated and reconducted following corrective actions in the event of an engine alarm occurring during the run-in program or the instance of any operating parameter falling outside of the Normal Values presented in tables 01-5, 01-6 and 01-7 in Section 01.2 of the Wartsila 34SG Engine O&M Manual.
- 12. <u>Parts Availability</u>: The COA anticipates the parts needed for the Overhaul will be available at the time Overhaul Work commences.

When, during the course of work, the successful Proposer reports that certain parts are needed for the overhaul effort, the successful Proposer shall notify the City to make arrangements to purchase and secure the parts for Proposers use.

The COA currently has inventory of parts that are believed to be necessary for the Overhaul Work of the four (4) engines.

13. <u>Deliverables</u>: Proposer will complete the work described above and provide a complete Service Work Report after completion of the service overhaul.

The report will include all measurements (both before and after work is completed) taken during the performance of service along with recommendations for any additional work to be completed during the next maintenance outage or overhaul.

The project will not be considered complete until delivery and acceptance of the report.

The COA will withhold \$10,000 per engine from the Combined 8,000, 12,000, and 16,000 Running Hours On-Site Maintenance Services and Off-Site Shop Work Pay Items until receipt and acceptance of Service Work Report.

14. <u>Overhaul Status Conference Calls</u>: The Proposer shall participate in a scheduled status conference call or WebEx (method to be determined by the City) to be held every two weeks with the City's Project Manager, the Production Plant Superintendent, and the City's Electrical Production Consultant.

During this call, reporting of percent complete, additional materials or parts needed, issues impacting work schedule etc. will be covered.

The City will arrange for the setting of the conference calls.

## CITY OF ALEXANDRIA, LOUISIANA D.G. HUNTER ELECTRICAL POWER PLANT WARTSILA OVERHAUL/MAINTENANCE SERVICES PHASE II - UNITS 5, 6, 7, & 8 - 2025

15. <u>Acceptance Criteria for the Combined 8,000, 12,000, and 16,000 Running Hours</u> On-Site Maintenance Services and Off-Site Shop Work:

For payment purposes, Work on each engine will be considered to be completed upon completion of:

- A. All Work baseline work as specified in the attached scope.
- B. Post-overhaul operational testing as described in Table 3.03, criteria A, and Sections 03.6, 03.7, and 03.8 of the Wartsila 34SG Engine O&M Manual. Testing will be terminated and re-conducted following corrective actions in the event of an engine alarm occurring during the run-in program or the instance of any operating parameter falling outside of the Normal Values presented in tables 01-5, 01-6 and 01-7 in Section 01.2 of the Wartsila 34SG Engine O&M Manual.
- C. The re-installation of all insulation and heat shields.
- D. The re-installation of all handrails.
- F. Submission of the Service Work Report for each engine.
- G. All nuts, bolts, washers, ancillary parts and pieces shall be securely reattached for a complete reassembly.
- 16. <u>Acceptance Criteria for Engine Re-Torquing:</u>

For payment purposes, Re-Torquing Work on each engine will be considered to be completed upon completion of:

- A. Engine re-torquing after the fifty (50) hour post overhaul run time.
- B. Submission of the letter of report of completion of all re-torquing for each engine.
- 17. <u>Work Schedule:</u> Proposers shall provide a Work schedule in Microsoft Project or similar readily-available work scheduling software showing at a minimum:
  - A. Mobilization and demobilization.
  - B. Engine disassembly and reassembly for each of the four (4) engines.
  - C. Parts shipment to the shop for refurbishment, shop time, and return shipment
  - D. Engine acceptance testing and release dates.
  - E. Service Work Report.

# CITY OF ALEXANDRIA, LOUISIANA D.G. HUNTER ELECTRICAL POWER PLANT WARTSILA OVERHAUL/MAINTENANCE SERVICES PHASE II - UNITS 5, 6, 7, & 8 - 2025

- F. Engine Re-Torquing.
- 18. <u>Payment Schedule:</u> Proposers shall provide a payment milestone schedule based upon the completion of Work, including acceptance testing, on each engine. The payment schedule shall include mobilization, overhaul for each engine, testing, etc. Billings will be made upon completion of the maintenance service for each engine. No partial payments will be made for the maintenance service for each engine. Payment will be made at 100% upon successful testing of each unit; less the \$10,000 retained for delivery of the Service Work Report.
- 19. <u>Sample Contract:</u> A sample contract is included as Section VII.

# CITY OF ALEXANDRIA, LOUISIANA D.G. HUNTER ELECTRICAL POWER PLANT WARTSILA OVERHAUL/MAINTENANCE SERVICES PHASE II - UNITS 5, 6, 7, & 8 - 2025

### VII. SAMPLE AGREEMENT

# D.G. HUNTER ELECTRICAL POWER PLANT OVERHAUL & MAINTENANCE SERVICES PHASE II - UNITS 5, 6, 7 & 8 - 2025

SUPPLY AGREEMENT
FOR
SERVICES

Between
City of Alexandria
And

[Successful Proposer]

([XYZ])

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### LIST OF APPENDICES

Appendix 1: Request for Proposals dated June 2025; [Addenda No. [X] dated [Date], and [Successful Proposer] Response

Appendix 2: [Successful Proposer] Price Proposal

Appendix 3: [Successful Proposer] Certificate of Insurance

Appendix 4: [Successful Proposer] Terms and Conditions and Limited Warranty (as modified for this Agreement)

Appendix 5: List of Equipment Scheduled for Overhaul and Maintenance

Appendix 6: Schedule for Overhaul of Each Engine

#### AGREEMENT FOR OVERHAUL AND MAINTENANCE SERVICES

This Agreement for Overhaul and Maintenance Services (this "Agreement") dated as of \_\_\_\_\_\_\_, 2025 is made by and between:

[Successful Proposer] a corporation incorporated and existing under the laws of [State], United States of America, with registered address at [Address] (the "Supplier"),

and

City of Alexandria of Louisiana, United States of America with registered address at 915 3<sup>rd</sup> Street, Alexandria, Louisiana 71301 (the "Buyer").

The Buyer and the Supplier are each individually also referred to herein as a "Party" and collectively as the "Parties".

#### **WHEREAS**

- A. The Buyer owns and operates for The DG Hunter Power Station equipped with 7 x W20V34SG engines; and
- B. The Buyer issued a Request for Proposal for Overhaul and Maintenance of four (4) Wartsila 20V34SG RICE generator sets dated June 2025,
- C. The Supplier submitted response to the Request for Proposal on [Date].
- D. The City Council accepted the Supplier's proposal on [Date], by Ordinance No. [XXX-2025].
- E. The Buyer desires to buy from Supplier the Overhaul and Maintenance Services as noted in the Request for Proposals.

NOW, THERE FORE, the Parties, intending to be legally bound, hereby agree as follows:

#### 1. Agreement Documents

1.1. The following appendices form an integral part of this Agreement and are hereby incorporated by reference:

Appendix 1: Request for Proposals dated June 2025; [Addenda No. [X] dated [Date], and [Successful Proposer] Response

Appendix 2: [Successful Proposer] Price Proposal

Appendix 3: [Successful Proposer] Certificate of Insurance

Appendix 4: [Successful Proposer] Terms and Conditions and Limited Warranty (as modified for this Agreement)

Appendix 5: List of Equipment Scheduled for Maintenance and Overhaul

Appendix 6: Schedule for Overhaul of Each Engine

The priority of the Appendices is valid in the order listed above. In case of any discrepancy or inconsistency between the terms herein and those specified in any of the Appendices, the Agreement text shall overrule the Appendix.

- 1.2. In case of any discrepancy or inconsistency between the terms herein and those specified in any Orders, the terms of this Agreement shall prevail. The priority of the documents is valid in the order listed below (the Notice of Award having highest priority):
  - 1. Agreement
  - 2. RFP as Issued
  - 3. [XYZ] RFP Response
  - 4. Notice of Award

#### 2. Definitions

The following terms shall have the meanings specified below when capitalized in this Agreement, including any Appendix hereto. The meaning specified herein is applicable to both singular and plural.

**Notice of Award** means the written document issued by Supplier confirming the acceptance of an Order.

**Agreement** means this Agreement including all Appendices hereto.

**Applicable Law** means all applicable laws, regulations, ordinances, statutes, codes, regulations and other rules, as amended, of any international, federal, state, municipality, territory, parish, county, local government or political subdivision thereof or any other duly constituted public authority having jurisdiction over the Parties, the Buyer's facilities or the performance of the services or supply of parts.

**Effective Date** means the date when this Agreement enters into force as set forth in Article 5.1.

**Equipment** means the engines listed in Appendix 5, for which services are supplied under this agreement.

**Order** means a purchase order issued by the Buyer which is in compliance with the terms and conditions of this Agreement.

#### 3. Ordering Process for Services

3.1 Any orders for services placed by the Buyer during the Term of this Agreement shall be governed by the terms of this Agreement, and the individual Orders and Acknowledgment of Orders and the Seller shall, if accepting the Order, provide the services in accordance with the same. Terms and Conditions and Limited Warranty (as modified) and attached hereto as Appendix A shall be applicable for the supply of services.

#### 4. Prices and Terms of Payment

- 4.1 The Supplier agrees to invoice the Buyer for Supplier authorization services in accordance with the Supplier's applicable Field Service Rates and workshop pricelist valid at the date of the Order.
- 4.2 Payment shall be made within thirty (30) days from the date of invoice.
- 4.3 The Supplier agrees to invoice the Buyer for services related to mobilization and demobilization at 50% of Lump Sum at start of services and 50% of balance of Lump Sum upon end of service.
- 4.4 The Supplier agrees to invoice the Buyer for Combined 8,000, 12,000, and 16,000 Running Hour On-Site Maintenance and Off-Site Shop Work for each engine at completion withholding \$10,000.00 for delivery of the Service Work Report.
- 4.3 The Supplier agrees to invoice the Buyer for Buyer Pre-Approved Non-Baseline Repair Work and with costs charged against the \$200,000 cash allowance for Non-Baseline Repair Work that may arise as the overhaul work progresses for each engine. A total of \$800,000 has been allocated for Buyer authorized work. Costs and expenses beyond the \$800,000 allowance as established cannot be exceeded without written approval from Buyer.
- 4.4 The maximum amount of the Agreement totals \$[Price]; based upon Proposal Form Pricing for Reference Nos. 1 through 13 (See Appendix 2).

#### 5. Term, Termination and Suspension

- 5.1 This Agreement enters into force on [Date] ("Effective Date") and shall terminate on [Date] unless extended otherwise by amendment.
- 5.2 Termination by the Supplier
- 5.2.1 Upon the occurrence of any of the following events, the Supplier may, by no less than thirty (30) days prior written notice to the Buyer, terminate this Agreement:
  - a. The Buyer fails to timely pay any of the amounts due under this Agreement;
  - b. The Buyer fails to comply with any other material obligation under this Agreement, and such failure is not remediable, or, if remediable, shall remain unremedied for more than seven (7) days;
  - c. The Buyer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events;
  - d. The Buyer assigns or transfers this Agreement or any right or interest herein except as expressly permitted by this Agreement or as agreed to by Supplier;
  - e. An extended suspension giving rise to a right to terminate under Article 5.2.3.
- 5.2.2 In the event of termination by the Supplier, the Buyer shall;
  - (i) pay the amounts due up to the date of termination,
  - (ii) pay any other costs and expenses incurred by the Supplier in relation to the termination.

The Buyer's payment shall be received by Supplier no later than forty-five (45) days from Supplier's related invoice date.

#### 5.2.3 Suspension by the Supplier

If the Buyer fails to fulfill any of his obligations under this Agreement, including without limitation the Buyer's obligation to: (i) make timely payments and (ii) duly provide information under this Agreement, the Supplier may, subject to a seven (7) days prior written notice, suspend its performance until the Buyer has fulfilled such obligation(s) to the Supplier's full satisfaction.

In the event suspension exceeds thirty (30) days, the Supplier shall be entitled to terminate this Agreement with a seven (7) days prior written notice.

- 5.3 Termination by the Buyer
- 5.3.1 Upon the occurrence of the following event, the Buyer may, by no less than thirty (30) days prior written notice to the Supplier, terminate this Agreement:

The Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events.

5.3.2 In the event the Buyer terminates this Agreement in accordance with Article 5.3.1, the Buyer shall pay to the Supplier the amounts due and the costs accrued up to the effective termination date. The termination of this Agreement in accordance with this Article 5.3 shall not give rise to any indemnity, damages, costs, expenses or other compensation by the Supplier to the Buyer.

#### 6. CHANGE OF LAW AND PARTS AVAILABILITY

Any modifications, documentation or approvals relating to the Services supplied under the Agreement which are required by changes in law, international regulations, flag state, or class rules after the date of the Notice of Award shall be the responsibility of and arranged and paid for exclusively by the Buyer.

#### 7. NOTICES

Any notice pursuant to the terms and conditions of this Agreement shall be in writing, in the English language, and either (a) delivered personally, (b) sent by certified mail or email, return receipt requested; or (c) sent by a recognized overnight mail or courier service with delivery receipt required.

If to the Buyer: City of Alexandria of Louisiana

915 3rd Street

Alexandria, Louisiana 71301

Attention: Mr. Marcus Connella, Director of Utilities

Telephone: (318) 449-5010

e-mail: Marcus.Connella@cityofalex.com

If to the Supplier: [Successful Proposer]

[Address 1]

[Address 2]

Attention: [Officer, Office]

Telephone: [Telephone]

e-mail: [Email]

Either Party may change its address to notify by a notice delivered in accordance with this Section.

7.2 Notices shall be effective when received by the Party to whom addressed.

#### 8. MISCELLANEOUS

- 8.1 This Agreement, and the Appendices and all amendments thereto, constitute the complete agreement between the Parties with respect to the subject—matter hereof and supersedes all other agreements, undertakings and arrangements, whether written or oral, with respect to the matters contained herein. Each Party confirms that in entering into this Agreement it has 'not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this Agreement.
- 8.2 No oral or written modification of this Agreement either before or after its execution shall be of any force or effect unless such modification is in writing and signed by "the Supplier and the Buyer.
- 8.3 The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed separated from this Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid by any Governmental Authority having jurisdiction thereof, the Parties shall immediately renegotiate in good faith such term or provision of the Agreement to eliminate such invalidity.
- 8.4 This Agreement or any rights and obligations under this Agreement may not be transferred, delegated or assigned by a Party without the prior written consent of the other Party, provided that the Contractor shall have the right to assign and novate its rights and

obligations to any Affiliate with prior notification. In the event this Agreement or any rights and obligations under this Agreement are so transferred, delegated or assigned, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

Either Party must notify the other Party with ninety (90) Days prior written notice if such Party will undergo a change in ownership, merger, consolidation, change in name, change of principal place of business or similar corporate change. The Customer must also notify the Contractor with ninety (90) Days prior written notice of any change of operator.

If any such notifications under this Article 8 are not timely provided, a Party shall have the right to terminate this Agreement immediately upon written notice and any assignment in violation of this Article 8 shall be null and void.

- 8.5 This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.
- 8.6 The Parties shall act reasonably and shall perform their obligations hereunder in accordance with the principles of good faith and fair dealing. The provisions of this Agreement, as well as any statements made by the Parties in connection with it, shall be interpreted in good faith.
- 8.7 This Agreement shall be governed by and interpreted in accordance with the laws in force in principal place of business of the Buyer, excluding the conflict of law rules applicable in such jurisdiction. To this Agreement resolved first by mutual discussion and next by litigation.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

	[SUPPLIER]
	(Supplier)
Witness	BY:
Witness	[Officer, Office]  CITY OF ALEXANDRIA, LOUISIANA (Buyer)
Witness	BY:
Witness	Jacques M. Roy, Mayor

Appendix 1

Request for Proposals dated June 2025; [Addenda No. [X] dated [Date]],
and [Successful Proposer] Response



Appendix 2
[Successful Proposer] Price Proposal



Appendix 3
[Successful Proposer] Certificate of Insurance



Appendix 4

[Successful Proposer] Terms and Conditions and Limited Warranty

(as modified for this Agreement)



### Appendix 5

List of Equipment Scheduled for Overhaul and Maintenance

The Overhaul and Maintenance Services of Units 5, 6, 7, & 8.



### Appendix 6

Schedule for Overhaul of Each Engine

(Supplier to Provide Schedule for Each Engine)