

**AGREEMENT TO PROVIDE ON-CALL GENERATOR
MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made and entered into this 17th day of August, 2021 by and between Duthie Power Services (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On April 5, 2021, the City issued Request for Proposal No. 21-034, by which it sought a qualified contractor to provide on-call generator maintenance and repair services for the Water Resources Division of the City’s Public Works Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 21-034.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Contractor shall perform the services described in the scope of work that was included in RFP No. 21-034, which is attached as Exhibit A and incorporated in full, and as further described in Contractor’s Proposal, which is attached as Exhibit B and incorporated in full.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in Exhibit B. Contractor is one of two (2) contractors selected to provide services on an on-call basis under RFP 21-034. The total annual compensation for services provided by all contractors selected under RFP No. 21-034 shall not exceed the shared aggregate amount of one hundred thousand dollars and zero cents (\$100,000).
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of

performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on August 16, 2024, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one 2-year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to

Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance,** or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. **If Contractor is or employs a licensed professional such as an architect or engineer:** Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$2,000,000 per claim with \$2,000,000 in the aggregate.
- e. **The following requirements apply to the insurance to be provided by Contractor pursuant to this section:**
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of

this Agreement and shall be approved by the City.

- (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by contractor, without thirty (30) days prior written notice to the City.
- (iv) Contractor shall supply City with a fully executed additional insured endorsement.

- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Contractor: Duthie Power Services
2335 E. Cherry Industrial Circle
Long Beach, CA 90805
Attn: Eric Duthie

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior

written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

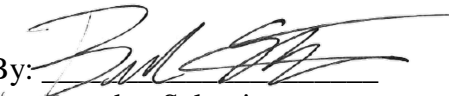
CITY OF SANTA ANA


Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR

By: 
Brandon Salvatierra
Deputy City Attorney


Name: ERIK R. DUTHIE
Title: GM/VP

RECOMMENDED FOR APPROVAL

Nabil Saba, PE
Executive Director
Public Works Agency

EXHIBIT A

CITY OF SANTA ANA
RFP NO.: 21-034
ON-CALL EMERGENCY GENERATOR MAINTENANCE AND REPAIR SERVICES

Appendix
ATTACHMENT 1: SCOPE OF WORK

CITY OF SANTA ANA
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ON-CALL EMERGENCY GENERATOR MAINTENANCE AND REPAIR SERVICES

SCOPE OF WORK

Introduction and Background:

The City of Santa Ana is soliciting proposals from qualified firms to provide on-call emergency generator repair services and preventative maintenance services on an as-needed basis.

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.2 square miles and a population over 343,000 people. The City of Santa Ana Public Works Agency – Water Resources Division oversees and maintains the daily operations of the Water System and Sanitary Sewer System. The City of Santa Ana's water system has an average day demand of about 43 million gallons (MG) with 45,000 services. It is comprised of approximately 478 miles of water main, 45 MG of storage at five (5) sites, seven (7) MWD connections, 21 groundwater wells, seven (7) pump stations, four (4) pressure regulating stations and utilizes two (2) pressure zones.

The City owns and maintains an extensive system of sanitary sewer infrastructure that includes approximately 400 miles of sanitary sewer, 9,000 manholes, approximately 48,500 sewer laterals and 2 sewer lift stations. All sewage is conveyed to the Orange County Sanitation District (OCSD) for treatment. The City of Santa Ana currently operates six (6) emergency generators at six (6) different sites throughout their jurisdiction.

Description of Work:

The City of Santa Ana is requesting proposals for the purpose of providing preventative maintenance service visits and on-call diagnostic and repair services to six (6) generators specified in **TABLE A: CITY OF SANTA ANA EMERGENCY GENERATORS**. The manufacturers of the City's existing generators include Caterpillar, Perkins, and Cummins.

This project consists of furnishing all materials, equipment, labor, supervision, and transportation necessary to provide generator preventative maintenance and repair services at locations listed and described herein. All parts, repairs and/or fluid changing must be done with parts and fluids that meet or exceeds the manufacturer's specifications and requirements. All replacement parts shall be new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior authorization from the City. All work done on generators will carry a one-year minimum warranty on parts. The Contractor shall properly dispose of used oil, fluids, and filters generated by its services, leaving the job site environmentally clean.

All testing and maintenance services should be scheduled in advance with the City of Santa Ana. Upon request from the City, the Contractor shall perform **Tier 1 Maintenance Services** or **Tier 2 Maintenance Services** in accordance and consistent with the specifications described in **SECTION I: TIER I: PREVENTATIVE MAINTENANCE** and **SECTION II: TIER II: PREVENTATIVE MAINTENANCE**. The Contractor shall perform additional work as authorized. Such work will be based on rates for field services as listed herein. The Contractor

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shall maintain service records on all maintenance and repairs, and shall provide a copy of the service records to the City of Santa Ana.

The Contractor must also be able to respond to City's request for emergency generator repair work in a timely manner. **The Contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency. Service calls shall be responded within four (4) hours. Contractor's repair crews must be able to arrive at job site within eight (8) hours of approval from the City to commence work. Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday).** Anytime outside of business hours of operation may be considered after hours/weekends.

Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Water Resources Division.

Proposers shall be fully experienced and properly licensed and equipped to perform the work specified and required. All work performed shall be in compliance with National Fire Protection Association (NFPA) 70 National Electrical Code, NFPA 110 Standard for Emergency and Standby Power Systems as well as other applicable federal, state, and local codes.

The Contractor shall maintain and repair the City's generators listed below in **TABLE A**; equipment may be added or removed as required. For reference to the locations described herein, a map of the generators is provided in **APPENDIX C**.

Table A. CITY OF SANTA ANA EMERGENCY GENERATORS

	FACILITY NAME	FACILITY ADDRESS	MAKE	MODEL	MAX M&T OPERATION	HORSEPOWER	WATTS	FUEL
1.	Segerstrom Station	Bristol & Segerstrom, Santa Ana, CA 92703	Perkins	1006-6TG	20 hr/yr	166 HP	123.5 kW	Diesel
2.	West Station	4426 W First St, Santa Ana, CA 92701	Cummins	OSX15-G9	50 hr/yr	755 HP	563 kW	Diesel
3.	East Station	1730 S Santa Fe St, Santa Ana, CA 92703	Cummins	OSX15-G9	50 hr/yr	755 HP	563 kW	Diesel
4.	John Garthe Station	2401 N Bristol St, Santa Ana, CA 92706	Caterpillar	G3408	50 hr/yr	255 HP	190 kW	Natural Gas
5.	Walnut Station	723 W Walnut St, Santa Ana, CA 92703	Caterpillar	C15	50 hr/yr	762 HP	500 kW	Diesel

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6.

Maxine Station	McFadden Ave & Maxine St, Santa Ana, CA 92701	Perkins	3.1524	50 hr/yr	44.3 HP	25 kW	Diesel
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Contractor Responsibilities:

I. TIER I: PREVENTATIVE MAINTENANCE (REFER TO BID ITEMS 1 THROUGH 6)

Upon request, **Tier I Maintenance Services** shall be performed by the Contractor. Tier I generator maintenance services shall at a minimum include checking the following:

1. **Fuel** (Check main and day tank fuel supply levels; day tank float switch; piping, hoses and connectors; operating fuel pressure; and for any obstructions to tank vents and overflow piping)
2. **Lubrication system** (Check for proper oil level and oil operating pressure; lube oil heater)
3. **Cooling system** (Check coolant level, water pump(s), jacket water heater, belts, hoses, fan)
4. **Exhaust system** (Check drain condensate trap and for possible leakage)
5. **Battery System** (Look for possible corrosion; check specific gravity, electrolyte level and battery charger – maintenance-free batteries require routine visual inspection and maintenance in accordance with manufacturer's instructions)
6. **Electrical system** (Conduct a general inspection of wiring and connections; check circuit breakers/fuses)
7. **Prime Mover/Generator** (Check for debris, foreign objects, loose or broken fittings; check guards and components; look for any unusual condition of vibration, leakage, noise, temperature or deterioration)
8. **Thirty (30) Minute Load Test** (Contractor shall carry out 30-minute generator load tests and run the generator at 30% for a minimum of 30 minutes. If a generator does not "pass" the load test consistently then Contractor will ask the City of Santa Ana if a resistive load bank test should be performed.)

Within five (5) business days of completing a load test on a generator and maintenance inspection services, Contractor shall provide a completed **Tier 1: Generator 30-Minute Load Test Form** found in **APPENDIX A** (or City approved alternative) to the City of Santa Ana. The Contractor shall state all findings, if any, along with a proposed scope of work and complete cost estimates for any recommended equipment repairs and/or replacement. Alternative reporting forms may be used if approved by the City of Santa Ana.

II. TIER 2: PREVENTATIVE MAINTENANCE (REFER TO BID ITEMS 7 THROUGH 12)

Upon request, **Tier II Maintenance Services** shall be performed by the Contractor. In addition to the items listed in **APPENDIX B** (the **TIER II: GENERATOR INSPECTION AND PREVENTATIVE MAINTENANCE CHECKLIST**), the Tier II maintenance service visit shall include a full change of engine oil and filter (along with a battery and coolant replacement if

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required) and an option for a two (2) hour load bank test or a four (4) hour load bank test. When applicable, the Contractor shall perform automatic transfer switch (ATS) testing in accordance with current NFPA 110 standards. The Contractor shall recommend additional parameters.

At a minimum, the Contractor shall perform the following preventative maintenance tasks for the Tier II Maintenance Service:

A. COOLING SYSTEM

1. Inspect radiator exchanger
2. Check coolant level
3. Glycol check of coolant (freezing point) (Results must be turned in)
4. Inspect all hoses and connections
5. Inspect fan drive pulley and fan
6. Inspect fan belts
7. Check jacket water heater
8. Inspect water pump
9. Inspect thermostats

B. FUEL SYSTEM

1. Inspect fuel tank
2. Change fuel/water separator strainers
3. Inspect all fuel lines and connections
4. Inspect governor and controls
5. Change all fuel filters
6. Check fuel pressure
7. Test fuel in tanks for water (results must be turned in)

C. AIR INTAKE & EXHAUST SYSTEM

1. Change air filters as needed (At the discretion of the City)
2. Check air filter service indicator
3. Inspect air inlet system
4. Inspect turbocharger
5. Check exhaust manifold
6. Inspect exhaust system

D. ENGINE MONITORS & SAFETY CONTROLS

1. Check all gauges
2. Check all safety controls
3. Check remote enunciators & alarms

E. LUBE OIL SYSTEM

1. Check oil level
2. Change all oil filters
3. Check oil pressure
4. Inspect crankcase breather
5. Check for any leaks
6. Take sample of existing oil (results must be turned in)
7. Change oil

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F. STARTING SYSTEM

1. Inspect batteries, terminals & connections
2. Check specific gravity of batteries (results must be turned in)
3. Perform load test on batteries (results must be turned in)
4. Inspect battery charger
5. Inspect starting motor
6. Inspect alternator

G. GENERATOR

1. Inspect bearings
2. Check vibration isolators
3. Inspect control panel
4. Check start controls
5. Check voltmeter
6. Check ammeter
7. Check frequency meter
8. Check circuit breaker

H. TRANSFER SWITCH

1. Inspect all connections (retighten if necessary)
2. Inspect wiring for brittle or burn marks
3. Inspect all switches

I. LOAD BANK TEST

1. Option for a 2-Hour Load Test
2. Or an option for a 4-Hour Load Test

I. PROVIDE WRITTEN DOCUMENTATION OF ALL WORK PERFORMED

1. Oil Test Results (results must be turned in)
2. Diagnostic Procedures and Results

Contractor shall immediately notify City personnel of conditions that do not conform to applicable codes and/or pose a safety hazard. All work performed on electrical power generation and transfer equipment shall be accomplished under the technical management of a qualified electrical licensed contractor.

Within five (5) business days of completing the Tier II maintenance service, the Contractor shall provide a completed **Tier II: Generator Inspection and Preventative Maintenance Checklist Form** found in **APPENDIX B** (or City approved alternative) to the City of Santa Ana. The Contractor shall state all findings, if any, along with a proposed scope of work and complete cost estimates for any recommended equipment repairs and/or replacement. Alternative reporting forms may be used if approved by the City of Santa Ana.

III. ON CALL DIAGNOSTIC AND REPAIR SERVICES

The Contractor shall provide generator repair service for all listed City generators and other

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locations on an as needed basis at the hourly rates specified in the Fee Schedule. The Contractor shall charge labor at the established rates for normal hours, after hours, weekend hours and holiday hours. Any repair service above and beyond preventative maintenance will require an estimate being submitted to the City and their approval prior to any work being performed by the Contractor.

The Contractor shall provide generator parts, supplies and equipment for all listed City generators and other locations as requested by the City. All parts, supplies, materials, and equipment provided to the City are to be new, and from acceptable manufacturers with acceptable warranty periods to the City at a markup price not to exceed 10%. A service report is to be completed by the Contractor's technician and the report is to be provided to City personnel upon completion of the request.

Any activity carried out by the Contractor that requires taking a generator offline for testing or repairs requires prior approval from the City of Santa Ana. Should a generator need to be taken offline temporarily, it may not be left unattended by the Contractor's personnel. The Contractor must remain onsite until the generator is successfully returned online to normal operation.

IV. EMERGENCY ON CALL SERVICE

In the event of a generator failure or malfunction, the Contractor shall provide emergency on-call repair services within four (4) hours of receiving the call.

The Contractor's service technician is required to be on site and commence work within eight (8) hours of initial contact if deemed by the City to be an emergency. The response time may be waived by the City if service can wait to be performed during Contractor's normal business hours.

V. VALUE ADDED RELATED SERVICES

The Contractor may propose additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. Value added related services will be considered by the City and may or may not be incorporated in the agreement. All parts and materials must be supplied new and factory approved.

VI. PROJECT MANAGEMENT & COORDINATION

When a request for service is issued to the City, the Contractor shall issue an estimate to the City's designated project manager. The Contractor shall not proceed with any work without the prior approval of the City's designated project manager.

Contractors shall invoice the City on a monthly basis for all work performed during the period or provide a one-time invoice at the completion of work issued. Each invoice shall be accompanied by a summary of tasks performed, results and progress on long-term tasks if any, and agreement number.

VII. SCHEDULING

CITY OF SANTA ANA
RFP NO.: 21-034
ON-CALL EMERGENCY GENERATOR MAINTENANCE AND REPAIR SERVICES

Contractor shall coordinate all scheduled services at least five (5) business days in advance with:

Juan Ramirez
Water Resources Production Supervisor
(714) 647-3377
jramirez@santa-ana.org

VIII. MINIMUM QUALIFICATIONS

The Contractor shall meet the following minimum qualifications:

1. Be factory authorized, trained and knowledgeable in generators for maintenance, operation and installation.
2. Contractor shall hold current C10 Electrical Contractor's License.
3. Have access to factory direct inventory for replacement parts and related appurtenances.
4. Provide Technical and Engineering support from the manufacturer upon request from the City.
5. All work is to be performed in compliance with all applicable codes, standards, due care, and MIOSHA/OSHA safety requirements.
6. All preventative and repair services shall be performed in a manner consistent with NFPA 110: Standard for Emergency and Standby Power Systems and NFPA 70: National Electrical Code.
7. Contractor shall provide emergency access 24 hours a day, 7 days a week.

IX. FEE SCHEDULE:

Contractor shall submit a fee schedule as described in Section IV.B.3 of RFP. Furthermore, Contractor shall submit additional labor, material and equipment rates along with fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment and materials. The Contractor will be expected to hold firm pricing on all contract items supplied for the duration of the contract. Labor increases shall be subject to mutually agreeable terms between the City and the Contractor. The City may request related services that will be paid at the vendor's standard labor and equipment rate submitted. Fee proposal shall be outlined as follows:

EXHIBIT B



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2. SCOPE OF SERVICES

The City of Santa Ana is soliciting proposals from qualified firms to provide on-call emergency generator repair services and preventative maintenance services on an as-needed basis.

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.2 square miles and a population over 343,000 people. The City of Santa Ana Public Works Agency-Water Resources Division oversees and maintains the daily operations of the Water System and Sanitary Sewer System. The City of Santa Ana's water system has an average day demand of about 43 million gallons (MG) with 45,000 services. It is comprised of approximately 478 miles of water main, 45 MG of storage at five (5) sites, seven (7) MWD connections, 21 groundwater wells, seven (7) pump stations, four (4) pressure regulating stations and utilizes two (2) pressure zones.

The City owns and maintains an extensive system of sanitary sewer infrastructure that includes approximately 400 miles of sanitary sewer, 9,000 manholes, approximately 48,500 sewer laterals and 2 sewer lift stations. All sewage is conveyed to the Orange County Sanitation District (OCSD) for treatment. The City of Santa Ana currently operates six (6) emergency generators at six (6) different sites throughout their jurisdiction.

Description of Work:

The City of Santa Ana is requesting proposals for the purpose of providing preventative maintenance service visits and on-call diagnostic and repair services to six (6) generators specified in TABLE A: CITY OF SANTA ANA EMERGENCY GENERATORS. The manufacturers of the City's existing generators include Caterpillar, Perkins, and Cummins.

This project consists of furnishing all materials, equipment, labor, supervision, and transportation necessary to provide generator preventative maintenance and repair services at locations listed and described herein. All parts, repairs and/or fluid changing must be done with parts and fluids that meet or exceed the manufacturer's specifications and requirements. All replacement parts shall be new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior authorization from the City. All work done on generators will carry a one-year minimum warranty on parts. The Contractor shall properly dispose of used oil, fluids, and filters generated by its services, leaving the job site environmentally clean.



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All testing and maintenance services should be scheduled in advance with the City of Santa Ana. Upon request from the City, the Contractor shall perform Tier 1 Maintenance Services or Tier 2 Maintenance Services in accordance and consistent with the specifications described in SECTION I: TIER I: PREVENTATIVE MAINTENANCE and SECTION 11: TIER 11:

PREVENTATIVE MAINTENANCE. The Contractor shall perform additional work as authorized. Such work will be based on rates for field services as listed herein. The Contractor shall maintain service records on all maintenance and repairs, and shall provide a copy of the service records to the City of Santa Ana.

The Contractor must also be able to respond to City's request for emergency generator repair work in a timely manner. The Contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency. Service calls shall be responded within four (4) hours. Contractor's repair crews must be able to arrive at job site within eight

(8) hours of approval from the City to commence work. Regular business hours are considered from 7:00 am to 5:00 pm (Monday through Friday). Anytime outside of business hours of operation may be considered after hours/weekends.

Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Water Resources Division.

Proposers shall be fully experienced and properly licensed and equipped to perform the work specified and required. All work performed shall be in compliance with National Fire Protection Association (NFPA) 70 National Electrical Code, NFPA 110 Standard for Emergency and Standby Power Systems as well as other applicable federal, state, and local codes. TIER I: PREVENTATIVE MAINTENANCE (REFER TO BID ITEMS 1 THROUGH 6)

Upon request, Tier I Maintenance Services shall be performed by the Contractor. Tier I generator maintenance services shall at a minimum include checking the following:



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1. Fuel (Check main and day tank fuel supply levels; day tank float switch; piping, hoses and connectors; operating fuel pressure; and for any obstructions to tank vents and overflow piping)
2. Lubrication system (Check for proper oil level and oil operating pressure; lube oil heater)
3. Cooling system (Check coolant level, water pump(s), jacket water heater, belts, hoses, fan)
4. Exhaust system (Check drain condensate trap and for possible leakage)
5. Battery System (Look for possible corrosion; check specific gravity, electrolyte level and battery charger - maintenance-free batteries require routine visual inspection and maintenance in accordance with manufacturer's instructions)
6. Electrical system (Conduct a general inspection of wiring and connections; check circuit breakers/fuses)
7. Prime Mover/Generator (Check for debris, foreign objects, loose or broken fittings; check guards and components; look for any unusual condition of vibration, leakage, noise, temperature or deterioration)
8. Thirty (30) Minute Load Test (Contractor shall carry out 30-minute generator load tests and run the generator at 30% for a minimum of 30 minutes. If a generator does not "pass" the load test consistently then Contractor will ask the City of Santa Ana if a resistive load bank test should be performed.)

Within five (5) business days of completing a load test on a generator and maintenance inspections services, Contractor shall provide a completed Tier 1: Generator 30-Minute Load Test Form found in APPENDIX A (or City approved alternative) to the City of Santa Ana. The Contractor shall state all findings, if any, along with a proposed scope of work and complete cost estimates for any recommended equipment repairs and/or replacement. Alternative reporting forms may be used if approved by the City of Santa Ana.

II. TIER 2: PREVENTATIVE MAINTENANCE (REFER TO BID ITEMS 7 THROUGH 12)

Upon request, Tier II Maintenance Services shall be performed by the Contractor. In addition to the items listed in APPENDIX B (the TIER 11: GENERATOR INSPECTION AND PREVENTATIVE MAINTENANCE CHECKLIST), the Tier II maintenance service visit shall include a full change of engine oil and filter (along with a battery and coolant replacement if required) and an option for a two (2) hour load bank test or a four (4) hour load bank test. When applicable, the Contractor shall perform automatic transfer switch (ATS) testing in accordance with current NFPA 110 standards. The Contractor shall recommend additional parameters.

At a minimum, the Contractor shall perform the following preventative maintenance tasks for the Tier II Maintenance Service:



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A. COOLING SYSTEM

1. Inspect radiator exchanger
2. Check coolant level
3. Glycol check of coolant (freezing point) (Results must be turned in)
4. Inspect all hoses and connections
5. Inspect fan drive pulley and fan
6. Inspect fan belts
7. Check jacket water heater
8. Inspect water pump
9. Inspect thermostats

B. FUEL SYSTEM

1. Inspect fuel tank
2. Change fuel/water separator strainers
3. Inspect all fuel lines and connections
4. Inspect governor and controls
5. Change all fuel filters
6. Check fuel pressure
7. Test fuel in tanks for water (results must be turned in)

C. AIR INTAKE & EXHAUST SYSTEM

1. Change air filters as needed (At the discretion of the City)
2. Check air filter service indicator
3. Inspect air inlet system
4. Inspect turbocharger
5. Check exhaust manifold
6. Inspect exhaust system

D. ENGINE MONITORS & SAFETY CONTROLS

1. Check all gauges
2. Check all safety controls



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3. Check remote enunciators & alarms

E. LUBE OIL SYSTEM

1. Check oil level
2. Change all oil filters
3. Check oil pressure
4. Inspect crankcase breather
5. Check for any leaks
6. Take sample of existing oil (results must be turned in)
7. Change oil

F. STARTING SYSTEM

1. Inspect batteries, terminals & connections
2. Check specific gravity of batteries (results must be turned in)
3. Perform load test on batteries (results must be turned in)
4. Inspect battery charger
5. Inspect starting motor
6. Inspect alternator

G. GENERATOR

1. Inspect bearings
2. Check vibration isolators
3. Inspect control panel
4. Check start controls
5. Check voltmeter
6. Check ammeter
7. Check frequency meter
8. Check circuit breaker

H. TRANSFER SWITCH (VISUAL INSPECTION ONLY, NO UTILITY POWER OUTAGE)

1. Inspect all connections (retighten if necessary)



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2. Inspect wiring for brittle or burn marks

3. Inspect all switches

I. LOAD BANK TEST (OPTIONAL)

1. Option for a 2-Hour Load Test

2. Or an option for a 4-Hour Load Test

I. PROVIDE WRITTEN DOCUMENTATION OF ALL WORK PERFORMED

1. Oil Test Results (results must be turned in)

2. Diagnostic Procedures and Results

3. FEE PROPOSAL

<u>Site Name</u>	<u>Engine</u>	<u>MDL</u>	<u>Srl</u>	<u>Fuel Type</u>	<u>KW</u>	<u>Tier 1 (SEMI)</u>	<u>Tier 2 Total</u>	<u>2 hr load test</u>	<u>4 hr load test</u>
Segerstrom Station	Perkins	1006-6tg	u746180g	diesel	100	\$275.00	\$717.73	\$1,000.00	\$1,200.00
West Station	Cummins	QXS15-19		Diesel	500	\$330.00	\$1,182.72	\$1,200.00	\$1,400.00
East Station	Cummins	QXS15-19		diesel	500	\$330.00	\$1,182.72	\$1,200.00	\$1,400.00
John Garthe Station	Caterpillar	3408	6NB01035	Nat Gas		\$330.00	\$708.08	N/A	N/A
Walnut Station	Caterpillar	C-15	FTE03154	Diesel	500	\$330.00	\$1,032.89	\$1,200.00	\$1,400.00
Maxine Station	Perkins	CM50330	U136519H	Diesel	25	\$275.00	\$618.66	\$800.00	\$1,000.00
						\$1,870.00	\$5,442.80		

Labor Rates

- Normal working hours \$ 135.00 per hour Monday thru Friday 7:00am – 3:30 pm
- Overtime \$ 202.50 per hour Monday thru Friday 3:00am – 6:59 am, 3:31 pm – 7:31 pm, first 8 hours on Saturday
- Double Time \$ 270.00 per hour Holiday time, all other hours not listed above.
- Mileage \$ 2.50 per round trip travel mile.



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4. CERTIFICATIONS