

**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 Global Power Group, Inc. ("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: Global Power Group, Inc.
12060 Woodside Ave
Lakeside, CA 92040
Attn: Edward Skane, Director of Sales

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

GLOBAL POWER GROUP

By: 
Brandon Salvatierra
Deputy City Attorney


Name: *ED SKANE*
Title: *DIRECTOR OF SALES*

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

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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

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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



Cover Letter

Global Power Group INC is an electrical contractor that holds a A, B and a C-10 with 10 Million dollars in insurance to cover our customers. We specialize in electrical and Emergency Generator systems. Our company Profile explains all of GPG's experience as well as work structures.

Global Power accepts agreement in its standard agreement terms.

A handwritten signature in blue ink, appearing to read "E Skane", is written over a horizontal dashed line.

4/26/21

Signature

Edward Skane
Director of Sales
eskane@gpgpower.com
619-994-8581 cell

"OUR BUSINESS IS POWERING YOUR BUSINESS"



Global Power

GROUP, INC.

Global
Power
Group,
Inc.

2021

This document is meant to serve as an introduction to Global Power Group, Inc., briefly outlining our breadth of experience and identifying our capabilities.

Company
Profile

January 1,
2021

GLOBAL POWER GROUP, INC.

This document is meant to serve as an introduction to Global Power Group, Inc., briefly outlining our breadth of experience and identifying our capabilities.

Global Power Group, Inc was formed in October 2005 to specialize in the critical and back-up power industry. We currently have four offices in Southern California. Our corporate office is located in Lakeside and we have satellite offices in both El Centro and Anaheim. We are a California, Arizona and Nevada Certified Small Business, a GSA qualified vendor and a part of the Better Business Bureau. Global Power Group, Inc. is licensed through the state contractor's license board and holds (A) General Engineering, (B) General building and a C-10 electrical contractors licenses. The company is bonded; we have \$10 million dollar pollution policy as well as liability coverage of \$11 million dollars, including a \$10 million dollar umbrella policy. Our generator technicians are hazmat certified and factory trained while our electricians are state certified.

At Global Power Group our goal is to utilize our experience and expertise to provide our customers with the finest quality of service available in the industry.

Global Power Group Mission Statement:

To become the leader in the Power Systems Industry and to establish an excellent, unequalled reputation for the best customer service with the highest technical quality.

Our staff of 80 is comprised of personnel from both electrical and generator divisions with an average of 25+ years of critical power experience. We have factory trained generator technicians and highly trained and license electrical crews capable of handling all our customers' needs from small system integrations to the complete installation of One of North Americas Largest Roof Mounted Solar System, 2.3 megawatts. We are experts in designing turn-key installations of Solar Systems, UPS Systems, DC plants, Generators, Switch Gear, Sub stations, Rental Generators, Energy Reduction Service, Utility Inner Connections, Preventative Maintenance, Fueling Services, System Repair, System Monitoring, Air Quality Permits, and Power Plant Certification. Our goal is to provide a one stop shop for all our valued customers.

Our focus in recent years on green energy consumption was a natural progression. We pride ourselves in all ways striving to exceed our customers' expectations. This is showcased in our solar and electrical retro fit projects. The recently completed multi Luxury Condo's and Townhomes in one of the largest district and is a shining example of both our technical knowledge and commitment to quality.

The pinnacle of our solar installation capabilities is a 2.3 mega watt system on the roof of the Toyota's NACCP in Ontario California. The system consisted of more than 10,000 photovoltaic modules covering 570,000 square feet of the roof of the 760,000 square foot facility. Is one of the largest rooftop solar systems in North America. Global Power Group successfully installed this mega system in 3 months.

To better meet the needs of our customers we provide 24/7/365 emergency service. Our diverse fleet of vehicles including 4 wheel drive service trucks, a 4 wheel drive crane and a 1,000 gallon 4 wheel drive fuel truck, 5000 gallon tanker diesel fuel truck, Three aerial man lift vehicle with the capability to reach

January 1,
2021

GLOBAL POWER GROUP, INC.

over 65 feet, give us the ability to respond to any job. Our state of the art equipment includes power quality monitors, fuel polishers, 4 megawatts of load banks, and one of the most advanced infra-red cameras in the industry. We can also provide our customers with instant updates on all projects from the job site via our web-based management system.

We currently have over 800 contacts nationwide with companies ranging from small to Fortune 100, and are responsible for maintaining over 4,000 pieces of equipment. In California we work closely with Imperial Power and Water (IID), SDG&E and Sempra Utilities.

Some examples of our current clients include:

Harrah's Rincon Casino	Home Depot	Toys R Us
City / County of Los Angeles	Alere	Verizon
City of Newport Beach	Barona Casino	Toyota
City / County San Diego	Jones Lang LaSalle	Pfizer
City of Santa Ana	Life Technologies	Sempra Energy
Federal Government	SDG&E	Hitachi
Sony	Hilton	Motorola
Cal Trans	Lowes	CBRE
County of San Bernardino	US Military	Marriot
SDSU	Embassy Suites	Imperial Irrigation District
UC Riverside	AT&T	Johnson Controls
Time Warner	Scripps Hospitals / Research	Sears

Our executive team consists of the following highly qualified, experienced individuals:

President: Salvatore Martorana. Mr. Martorana is our in house expert. He is military trained and has been involved in the power generation industry for over 29 years where he started as a field technician and now directs all technical and sales aspects of GPG. Sal is the Qualifying Officer for the (A) General Engineering, (B) General building and a C-10 electrical contractors licenses. His extensive training and experience makes him our source to help solve the difficult diagnostic problems. He oversees all electrical and power generation projects.

Chief Financial Officer: Salvador Ceballos. Mr. Ceballos has a B.S. degree in accounting and 20 years' experience in the finance and operations industry, including his last 14 in the power generation industry. Sal is in charge of the day to day operations of GPG and is instrumental in our efforts to automate all aspects

Chief Executive Officer: Terry Mammen. Mr. Mammen has a B.S. degree in accounting and has spent over 36 years in the business world. He has owned and operated a variety of business ventures in real estate, franchising, and for the last 14 years the power generation industry. Terry is the financier and is involved in the strategic planning of GPG.

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GLOBAL POWER GROUP, INC.

General Sales Manager: Ed Skane. Mr. Skane has Over 20 Years in the Power Generation Industry. With Mr. Skane's military experience it positioned Ed into a field technician for a major OEM company. Mr. Skane broadened his career into sales role where he is focused on customer service and customers' expectations are his number one priority. Ed analyzes all your systems from a technical perspective correspondingly he will oversee your assets to ensure proper uptime and budgeting.

By holding a general engineering license (A), general contractor license (B) and an electrical contractor's license (C-10) GPS is capable of providing an all inclusive service package for our customers. We have a proven record in all aspects of the Power Industry, from designed turn-key installations of Solar Systems, UPS Systems, Generators, Switch Gear, Rental Generators, Preventative Maintenance, Arc Flash and Breaker Coordination Studies, Fueling Services, System Repair, System Monitoring, Air quality Permits, and Power Plant Certification. Our goal is to provide a one stop shop for our valued customers. Bottom line "Our Business is Powering Your Business" 24/7/365!

Our customers range from small businesses to Fortune 100 Companies and we have an excellent set of references. In closing Global Power Group, Inc is comprised of a group of highly skilled and experienced individuals that spend 100% of their time working as a team with our customers to get the job done!

At Global Power Group we thank you for the opportunity to be earn your business. If you have any questions or would like more information on any of the above mentioned topics please to not hesitate to call us.

Headquarters

12060 Woodside Ave
Lakeside, CA 92040
Phone- 619-579-1221
Fax- 619-579-1166



Global Power
GROUP, INC.

"Our business, is powering your business"

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

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.

BIDDER INFORMATION:

Legal Company Name: Global Power Group, Inc.

Complete address: 12060 Woodside Ave. Lakeside, CA 92040

Phone Number: (619) 579-1221

Email Address: Bids@gppgpower.com

Authorized Signature: 

Name: Salvatore Martorana

Title: President

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

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 22 day of April, 2021, by Salvatore Martorana, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Alissa Hutchinson
Notary Public Signature



Notary Public Seal

CITY OF SANTA ANA
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NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: _____

Title: _____

Firm: _____

Date: _____


President
Global Power Group, INC.
4/22/21

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NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

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7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____
Title: President
Firm: Global Power Group, Inc.
Date: 4/22/21

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

APPENDIX
ATTACHMENT 2: FEE PROPOSAL

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposal. I have examined the **ATTACHMENT 1: SCOPE OF WORK**. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

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.

FEE SCHEDULE

The undersigned declares that he/she has carefully examined the request for proposal, that he/she has examined the Proposed Scope of Services, and hereby proposes to furnish all material and do all the work required to complete the said work in accordance with said Proposed Scope of Services, for the unit price(s) set forth in the following schedule:

Note: **This contract is subject to prevailing wages.**

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: Global Power Group, Inc.

<u>Item #</u>	<u>Bid Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount</u>
<u>Tier I: Maintenance Services</u> (Inclusive of all labor, maintenance replacement, etc.)				
1.	Segerstrom Station	EA	1	\$ <u>400.00</u>
2.	West Station	EA	1	\$ <u>400.00</u>
3.	East Station	EA	1	\$ <u>400.00</u>
4.	John Garthe Station	EA	1	\$ <u>400.00</u>

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5.	Walnut Station	EA	1	\$ <u>400.00</u>
6.	Maxine Station	EA	1	\$ <u>400.00</u>
Total				\$ <u>2,400.00</u>

Tier II: Maintenance Services
(Inclusive of all labor, maintenance replacement, etc.)

7.	Segerstrom Station	EA	1	\$ <u>3,180.00</u>
8.	West Station	EA	1	\$ <u>5,400.00</u>
9.	East Station	EA	1	\$ <u>5,400.00</u>
10.	John Garthe Station	EA	1	\$ <u>3,320.00</u>
11.	Walnut Station	EA	1	\$ <u>5,400.00</u>
12.	Maxine Station	EA	1	\$ <u>2,600.00</u>
Total				\$ <u>25,300.00</u>