

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007368
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Environmental Services	DATE: 10/21/2014
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SUBJECT: Authorize execution of the Second Amendment to the Agreement with Hawthorne Machinery Co. for the Lease of Heavy Duty Wheel Tractor Push-Pull Scrapers With Full Maintenance.

PRIMARY CONTACT (NAME, PHONE): Meghan Cannis, 858-492-5009 MS1103B	SECONDARY CONTACT (NAME, PHONE): Stephen Grealy, 858-573-1275 MS1103A
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND	700039				
FUNCTIONAL AREA	OTHR-00000000-ES				
COST CENTER	2115121113				
GENERAL LEDGER ACCT	512036				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$500,000.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

**COST SUMMARY (IF APPLICABLE):**

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Sierra, Mario	10/24/2014
Equal Opportunity Contracting	CFO		
Financial Management	DEPUTY CHIEF		
Liaison Office	COO		
Comptroller	CITY ATTORNEY	Guy, Amanda	
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:     RESOLUTIONS     ORDINANCE(S)     AGREEMENT(S)     DEED(S)

1. Authorize the Mayor, or his designee, to execute the Second Amendment to the Agreement between the City and Hawthorne Machinery Company for the lease and full maintenance of heavy duty wheel tractor push-pull scrapers with full maintenance for the period of August 23, 2014 through August 22, 2015.
2. Authorize the Chief Financial Officer to expend an amount not to exceed \$500,000 from Refuse Disposal Fund

No. 700039, solely and exclusively to provide funds for the contract term.	
STAFF RECOMMENDATIONS: Approve the requested actions.	
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)	
COUNCIL DISTRICT(S):	All
COMMUNITY AREA(S):	All
ENVIRONMENTAL IMPACT:	This activity is not a “project” and is therefore not subject to CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).
CITY CLERK INSTRUCTIONS:	

**COUNCIL ACTION**  
**EXECUTIVE SUMMARY SHEET**  
CITY OF SAN DIEGO

DATE: 10/21/2014

ORIGINATING DEPARTMENT: Environmental Services

SUBJECT: Authorize execution of the Second Amendment to the Agreement with Hawthorne Machinery Co. for the Lease of Heavy Duty Wheel Tractor Push-Pull Scrapers With Full Maintenance.

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Meghan Cannis/858-492-5009 MS1103B

**DESCRIPTIVE SUMMARY OF ITEM:**

These actions will authorize the Second Amendment to the agreement between Hawthorne Machinery Co. and the City of San Diego for the lease of heavy duty push-pull scrapers for use at the Miramar Landfill and Greenery. The push-pull scrapers are necessary for hauling dirt and greenery materials at the landfill.

**STAFF RECOMMENDATION:**

Approve the requested actions.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

Through a competitive process in May 2012, Hawthorne Machinery Company(Hawthorne) was selected as the lowest responsive and responsible bidder meeting City specifications to provide a heavy-duty wheel tractor push-pull scraper with full maintenance for hauling dirt and greenery materials at the Miramar Landfill. The original agreement allows for the lease of multiple Caterpillar Model 657 G Push-Pull Scrapers (Scrapers) with full maintenance. The original agreement was for one year, with options to renew for four additional one-year periods. The first option to extend the contract was executed on December 30, 2013. If approved this amendment would allow for the second one year option to extend the contract, for a period beginning retroactive to August 23, 2014 until August 22, 2015

The City of San Diego's Miramar Landfill receives over 800,000 tons of solid waste per year. State and Federal laws mandate that the solid waste be covered at the close of business each day to ensure public health and safety. A tarping system is utilized at the site to maximize capacity, but dirt is still required to help meet the regulatory standards. The push-pull scraper is critical in transporting dirt to satisfy that regulatory requirement. Operational needs at the Miramar Landfill no longer warrant the necessity to use multiple push-pull scrapers on site, so the Environmental Services Department intends to utilize this agreement for the lease and full maintenance of one scraper during the term of this Second Amendment. This one (1) push-pull scraper will be utilized to excavate and transport soil and greenery materials around the Miramar site; excavate future disposal areas; haul over burden materials to and from stockpiles; build roads; and haul daily cover.

**FISCAL CONSIDERATIONS:**

The per hour rate for the lease of one heavy push-pull scraper is \$282.67 per hour of use with a minimum requirement of 1,200 hours per year.

To date, ESD has been authorized to expend \$950,000. This Second Amendment for \$500,000 requires Council approval because the total value will exceed \$1M.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):**

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**PREVIOUS COUNCIL and/or COMMITTEE ACTION** (describe any changes made to the item from what was presented at committee):

This item will be heard at the meeting of the Environment Committee on November 12, 2014.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**N/A

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:** City of San Diego Residents

Sierra, Mario  
Originating Department

\_\_\_\_\_  
Deputy Chief/Chief Operating Officer

<b>DOCKET SUPPORTING INFORMATION</b> <b>CITY OF SAN DIEGO</b> <b>EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION</b>	<b>DATE:</b> October 28, 2014
<b>SUBJECT: Authorize Execution of the Second Amendment to the Agreement with Hawthorne Machinery Co. for the Lease of Heavy Duty Wheel Tractor Push-Pull Scrapers with Full Maintenance</b>	

**GENERAL CONTRACT INFORMATION**

Recommended Contractor: Hawthorne Machinery Co. (Not Certified, M-Cauc)

**Amount of this Action:** \$ **500,000.00**

Original Agreement: \$ 950,000.00

Cumulative Amount: \$ 1,450,000.00

Funding Source: City of San Diego

Goal: 20% Voluntary

**SUBCONTRACTOR PARTICIPATION**

There is no subcontractor participation associated with this action.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

Hawthorne Machinery Co. submitted a Work Force Report for their San Diego employees dated, April 24, 2014 indicating 294 employees in their Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

- Black in Technical, Administrative Support, and Crafts
- Hispanic in Management and Financial, Crafts, and Laborers
- Asian in Technical, Crafts, Operative Workers, and Laborers
- Filipino in Management and Financial, Technical, Sales, Administrative Support, Crafts, Operative Workers, and Laborers
- Female in Management and Financial, Technical, Sales, Administrative Support, Crafts, Operative Workers, and Laborers

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of May 1, 2013. Staff will continue to monitor the firm's efforts to implement their EEO plan.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**ADDITIONAL COMMENTS**

This action is to authorize execution of the Second Amendment to the Agreement with Hawthorne Machinery Co. for the lease of heavy duty push-pull scrapers for use at the Miramar Landfill and Greenery.

The City desires to exercise the second one-year option to extend the Agreement, for a period beginning retroactive to August 23, 2014 until August 22, 2015.

KP

AGREEMENT BETWEEN THE CITY OF SAN DIEGO  
AND HAWTHORNE MACHINERY COMPANY FOR  
LEASE OF HEAVY DUTY WHEEL TRACTOR  
PUSH-PULL SCRAPERS WITH FULL MAINTENANCE  
(BID NO. 10024706-12-E)

This Agreement is entered into between the City of San Diego [City] and Hawthorne Machinery Company [Hawthorne] for the Lease of Heavy Duty Wheel Tractor Push-Pull Scrapers with Full Maintenance in accordance with Bid No. 10024706-12-E [Agreement].

**RECITALS**

WHEREAS, the City issued Request for Bid No. 10024706-12-E and Addendums A and B thereto [collectively RFB No. 10024706-12-E] for the lease of heavy duty wheel tractor push-pull scrapers, with full maintenance, to be used by the Environmental Services Department [ESD] for operations at the Miramar Landfill; and

WHEREAS, Hawthorne submitted a response to RFB No. 10024706-12-E and was selected as the low responsible bidder meeting City specifications; and

WHEREAS, the City and Hawthorne desire to enter into this Agreement for Hawthorne to lease to the City heavy duty wheel tractor push-pull scrapers with full maintenance in accordance with RFB 10024706-12-E and Hawthorne's bid in response thereto for a term of one year with options to renew for four (4) additional one-year periods;

NOW THEREFORE, in consideration of the above recitals, and the terms, conditions, provisions, and obligations herein, the City and Hawthorne do hereby agree as follows:

AGREEMENT

A. Documents Comprising Agreement. This Agreement consists of this document (This Document) and all the documents listed below, which are attached hereto as Exhibits A and B, and incorporated in full herein, and which together contain all the terms and conditions of this Agreement.

1. Hawthorne's response to RFB No. 10024706-12-E (Exhibit "A"); and
2. The City's General Provisions for Bids Dated January 3, 2005 (Exhibit "B");

This Document and all the Exhibits incorporated into This Document constitute the entire understanding between the City and Hawthorne with respect to the subject matter and transactions contemplated by this Agreement. This Agreement supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this Agreement.

- B. Precedence of Documents. In the event of a conflict between the terms and conditions of This Document and/or its Exhibits, the conflict shall be resolved according to the following order of precedence. The terms and conditions of a document with a lower number shall prevail over conflicting terms and conditions of a document with a higher number:
1. This Document;
  1. Hawthorne's response to RFB No. 10024706-12-E (Exhibit "A"); and
  2. The City's General Provisions for Bids Dated January 3, 2005 (Exhibit "B").
- C. Term: The term of this Agreement (Term) shall be for one year beginning on the date it is executed by the last party to sign it and approved by the City Attorney in accordance with San Diego City Charter section 40.
- D. Compensation. The City will compensate Hawthorne for the lease of heavy duty wheel tractor push-pull scrapers with full maintenance, furnished in accordance with this Agreement, according to the terms and conditions specified in the Agreement. The total compensation to be paid to Hawthorne under this Agreement, including applicable taxes, shall not exceed \$500,000 during the Term of this Agreement.
- E. Funding. Hawthorne acknowledges that the Term of this Agreement extends over multiple City fiscal years, and Hawthorne understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this Agreement may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Hawthorne for any amounts not duly appropriated and authorized by the City Council.
- F. Option to Renew. The City reserves the option to renew this Agreement for up to four additional one-year periods under the terms and conditions stated in the Agreement as more fully described in Hawthorne's response to RFB No. 10024706-12-E (Exhibit "A"), Section II. Specific Provisions, Subsection F. Option to Renew.
- G. Scope of Work Clarification. The second paragraph of Section IV. Specifications, Subsection A. Scope of Work, on Page 18 of 56, is clarified to read as follows:
- The equipment shall be of the latest design and shall have accumulated no more than 3000 hours of operating time. The Wheel Tractor Scraper will be used at the Miramar Landfill to provide daily, intermediate and final refuse cover and for excavation of landfill areas.
- H. Incorporation of Exhibits. All exhibits referenced herein are considered to be part of this Agreement and are incorporated in full herein by this reference.

IN WITNESS WHEREOF, the City and Hawthorne each have caused their duly authorized representatives to execute this Agreement.

Date: 7-16-12

Hawthorne Machinery Company

By: [Signature]  
Name: Craig Baker  
Title: Ucel Equip. Mgr.

Date: 8/17/12

City of San Diego,  
A Municipal Corporation

By: [Signature]  
Name: Jeffrey Baer  
Title: Engineer

I HEREBY APPROVE the form and legality of the foregoing the Agreement this 23rd day of August, 2012.

JAN GOLDSMITH, City Attorney

By: [Signature]  
Grace C. Lowenberg  
Deputy City Attorney

# ORIGINAL

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO  
AND HAWTHORNE MACHINERY CO.  
FOR LEASE OF HEAVY DUTY WHEEL TRACTOR PUSH-PULL SCRAPERS  
WITH FULL MAINTENTANCE (BID NO. 10024706-12-E)

This First Amendment to the Agreement between the City of San Diego and Hawthorne Machinery Co. for the Lease of the Heavy Duty Wheel Tractor Push-Pull Scrapers with Full Maintenance Bid No. 10024706-12-E [First Amendment] is entered into by and between the City of San Diego, a municipal corporation, [City] and Hawthorne Machinery Co. [Hawthorne].

## RECITALS

WHEREAS, the City issued Request for Bid No. 10024706-12-E and Addendums A and B thereto [collectively RFB No. 10024706-12-E] for the lease of heavy duty wheel tractor push-pull scrapers, with full maintenance, to be used by the Environmental Services Department [ESD] for operations at the Miramar Landfill; and

WHEREAS, Hawthorne submitted a response to RFB No. 10024706-12-E (Bid) and was selected as the low responsible bidder meeting City specifications; and

WHEREAS, in August 2012, the City and Hawthorne entered into the Agreement between the City of San Diego and Hawthorne Machinery Co. for the Lease of Heavy Duty Wheel Tractor Push-Pull Scrapers with Full Maintenance, in accordance with RFB 10024706-12-E and Hawthorne's Bid in response thereto [Agreement], for a term of one year with options to renew for four (4) additional one-year periods; and

WHEREAS, the City desires to exercise the first option to renew the Agreement, and the parties wish to enter into this First Amendment to the Agreement to extend its term for one additional year through August 22, 2014;

NOW THEREFORE, in consideration of the above recitals, and the terms, conditions, provisions, and obligations herein, the City and Hawthorne do hereby agree to amend the Agreement as follows:

## AMENDMENTS

1. Term: The term of the Agreement is hereby extended for a period of twelve (12) months beginning August 23, 2013 through and including August 22, 2014.
2. Compensation: The City will compensate Hawthorne for the lease of heavy duty wheel tractor push-pull scrapers with full maintenance, furnished in accordance with this Agreement, according to the terms and conditions specified in the Agreement. The total compensation to be paid to Hawthorne under this First Amendment to the Agreement,

Document No. **C-16248**  
Filed JAN 07 2014  
Office of the City Clerk  
San Diego, California

including applicable taxes, shall not exceed \$ 450,000 for the period August 23, 2013 through and including August 22, 2014.

This First Amendment to the Agreement shall affect only the terms and/or conditions referred to herein. All other terms and conditions of the Agreement shall remain in full force and effect. This First Amendment to the Agreement shall be effective as of the date signed by the last party to sign it retroactive to August 23, 2013.

IN WITNESS WHEREOF, the City and Hawthorne each have caused their duly authorized representatives to execute this First Amendment to the Agreement.

Date: 12-11-13

Hawthorne Machinery Company

By: [Signature]  
Name: Craig Baker  
Title: Used Equip. Mgr.

Date: 12-23-13

City of San Diego,  
A Municipal Corporation

By: [Signature]  
Dennis Gakunga  
Director  
Purchasing & Contracting

I HEREBY APPROVE the form and legality of the foregoing First Amendment to the Agreement this 30<sup>th</sup> day of December, 2013.

JAN GOLDSMITH, City Attorney

By: [Signature]  
Grace C. Lowenberg  
Deputy City Attorney

RECEIVED  
Document No. 12-11-13  
12-11-13  
Office of the City Clerk  
San Diego, California

The City of San Diego  
**COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 300006554  
 DEPT. NO.: 2115121113

HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_ By: Jessica Olson  
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \_\_\_\_\_ \$450,000.00

Vendor: Hawthorne Machinery Company

Purpose: Authorize execution fo the First Amendment to the Agreement with Hawthorne Machinery Co. for the lease of heavy duty wheel tractor push-pull scrapers for use at the Miramar Landfill.

Date: \_\_\_\_\_ November 26, 2013 By: Jessica Olson  
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
	700039				512036		2115121113		\$450,000.00
TOTAL AMOUNT									\$450,000.00

FUND OVERRIDE

CC 300006554



**The City of San Diego  
COMPTROLLER'S CERTIFICATE**

**CERTIFICATE OF UNALLOTTED BALANCE**

ORIGINATING CC 3000007368  
DEPT. NO.: 2115121113

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \_\_\_\_\_ Fund: \_\_\_\_\_

Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ By: Jessica Olson  
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \_\_\_\_\_ \$500,000.00

Vendor: Hawthorne Machinery Co.

Purpose: Authorizing the Mayor or his designee to execute the Second Amendment to the agreement between the City and Hawthorne Machinery Company in an amount not to exceed \$500,000 for the lease and full maintenance of heavy duty wheel tractor push-pull scrapers for the period of August 2014 through August 2015.

Date: October 30, 2014 By: Jessica Olson  
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
	700039				512036		2115121113		\$500,000.00
TOTAL AMOUNT									\$500,000.00

FUND OVERRIDE

SECOND AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND HAWTHORNE MACHINERY CO.  
FOR LEASE OF HEAVY DUTY WHEEL TRACTOR PUSH-PULL SCRAPERS  
WITH FULL MAINTENTANCE (BID NO. 10024706-12-E)

This Second Amendment to the Agreement between the City of San Diego and Hawthorne Machinery Co. for the Lease of the Heavy Duty Wheel Tractor Push-Pull Scrapers with Full Maintenance Bid No. 10024706-12-E [Second Amendment] is entered into by and between the City of San Diego, a municipal corporation, [City] and Hawthorne Machinery Co. [Hawthorne].

**RECITALS**

WHEREAS, the City issued Request for Bid No. 10024706-12-E and Addendums A and B thereto [collectively RFB No. 10024706-12-E] for the lease of heavy duty wheel tractor push-pull scrapers, with full maintenance, to be used by the Environmental Services Department [ESD] for operations at the Miramar Landfill; and

WHEREAS, Hawthorne submitted a response to RFB No. 10024706-12-E (Bid) and was selected as the lowest responsible bidder meeting City specifications; and

WHEREAS, in August 2012, the City and Hawthorne entered into the Agreement between the City of San Diego and Hawthorne Machinery Co. for the Lease of Heavy Duty Wheel Tractor Push-Pull Scrapers with Full Maintenance, in accordance with RFB 10024706-12-E and Hawthorne's Bid in response thereto [Agreement], for a term of one year with options to renew for four (4) additional one-year periods; and

WHEREAS, on December 30, 2013, the City exercised the first option to renew the Agreement for one year beginning on August 23, 2013 and ending on August 22, 2014; and

WHEREAS, the City desires to exercise the second option to renew the Agreement, and the parties wish to enter into this Second Amendment to the Agreement to extend its term for one additional year through August 22, 2015;

NOW THEREFORE, in consideration of the above recitals, and the terms, conditions, provisions, and obligations herein, the City and Hawthorne do hereby agree to amend the Agreement as follows:

**AMENDMENTS**

1. Term: The term of the Agreement is hereby extended for a period of twelve (12) months beginning August 23, 2014 through and including August 22, 2015.

2. Compensation: The City will compensate Hawthorne for the lease of heavy duty wheel tractor push-pull scrapers with full maintenance, furnished in accordance with this Agreement, according to the terms and conditions specified in the Agreement. The total compensation to be paid to Hawthorne under this Second Amendment to the Agreement, including applicable taxes, shall not exceed \$500,000 for the period August 23, 2014 through and including August 22, 2015.

This Second Amendment to the Agreement shall affect only the terms and/or conditions referred to herein. All other terms and conditions of the Agreement shall remain in full force and effect. This Second Amendment to the Agreement shall be effective as of the date signed by the last party to sign it retroactive to August 23, 2014.

IN WITNESS WHEREOF, the City and Hawthorne each have caused their duly authorized representatives to execute this Second Amendment to the Agreement.

Date: 10-30-2014

Hawthorne Machinery Company

By: [Signature]  
Name: Craig Baker  
Title: Used Equip. Manager

Date: \_\_\_\_\_

City of San Diego,  
A Municipal Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing Second Amendment to the Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

JAN GOLDSMITH, City Attorney

By: \_\_\_\_\_  
Amanda L. Guy  
Deputy City Attorney



**City of San Diego**

# **Authorize the Second Amendment to the Agreement with Hawthorne for the Lease of Heavy Duty Push-Pull Scrapers**

**Environment Committee**

**November 12, 2014**



## Background

- May 2012, Hawthorne Machinery Company was selected as the lowest responsive and responsible to provide heavy-duty wheel tractor push-pull scrapers with full maintenance to the Miramar Landfill.
- December 30, 2013 the First Amendment was executed.
- The Scrapers are critical to the operations at the Miramar Landfill and Greenery for loading and hauling dirt in order to comply with various regulations.



## Fiscal Considerations

- To date, ESD has been authorized to expend \$950,000.
- This Second Amendment requires Council approval as it will authorize ESD to expend an additional \$500,000, bringing the total contract value to \$1,450,000.