

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000008050
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Utilities	DATE: 7/2/2015
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SUBJECT: Authorization to execute a contract with Hawthorne Power Systems to provide technical services and parts for Caterpillar engine generators and switch gears for Wastewater Facilities in the Public Utilities Department

PRIMARY CONTACT (NAME, PHONE): Cheryl Lester, 858-292-6447 MS903	SECONDARY CONTACT (NAME, PHONE): Richard Snow, 619-221-8321 MS45
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA	see attachment 1				
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	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): Contract 1st Year:
Fiscal Year 2016
Not to exceed \$1,728,141 (Metro = \$1,679,741; Muni = \$46,350; Water = \$2,050)

Contract Option Years 1-4:
(Fiscal Years 2017 to 2020)
Not to exceed \$6,689,506 Metro = \$6,495,906; Muni = \$185,400; Water = \$8,200)

Total not to exceed Contract: \$8,417,647 (Metro = \$8,175,647; Muni = \$231,750; Water = \$10,250)

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	Jones-Santos, Lee Ann	07/08/2015
Financial Management	CFO		
Liaison Office	DEPUTY CHIEF	Gomez, Paz	08/19/2015
Comptroller	COO		
Equal Opportunity Contracting	CITY ATTORNEY		

		COUNCIL PRESIDENTS OFFICE			
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
<p>1. The Mayor, or his designee, is authorized to execute a contract with Hawthorne Power Systems (Bid# 10054458-15-E) to provide technical services and parts for Caterpillar engine generators and electrical switch gears in an amount not to exceed \$1,728,141 for the first contract year with four (4) one (1) year options, for a total cumulative not to exceed \$8,417,647 contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and</p> <p>2. The Chief Financial Officer is authorized to expend a cumulative amount not to exceed \$8,417,647, of which, \$8,175,647 is from the Metro Sewer Utility Fund 700001, \$231,750 is from the Municipal Sewer Fund 700000 and \$10,250 is from the Water Utility Operating Fund 700011, over the term of the contract of one (1) year and four one (1) year options for the purpose of funding technical services and parts for Caterpillar engine generators and switch gears with the vendor Hawthorne Power Systems contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.</p>					
STAFF RECOMMENDATIONS: Adopt the Resolution					
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)					
COUNCIL DISTRICT(S):		Citywide			
COMMUNITY AREA(S):		Citywide			
ENVIRONMENTAL IMPACT:		This activity is not a "project" and is therefore not subject to CEQA pursuant to the State Guidelines Section 15060(c)(3).			
CITY CLERK INSTRUCTIONS:					

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 7/2/2015

ORIGINATING DEPARTMENT: Public Utilities

SUBJECT: Authorization to execute a contract with Hawthorne Power Systems to provide technical services and parts for Caterpillar engine generators and switch gears for Wastewater Facilities in the Public Utilities Department

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Cheryl Lester/858-292-6447 MS903

DESCRIPTIVE SUMMARY OF ITEM:

Authorization to execute a contract with Hawthorne Power Systems to provide technical services and parts for Caterpillar engine generators and electrical switch gears for Wastewater Facilities in the Public Utilities Department.

STAFF RECOMMENDATION:

Adopt the Resolution

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The Wastewater Treatment and Disposal Division (WWTD) of the Public Utilities Department (PUD) requests approval to award a contract to Hawthorne Power Systems (Hawthorne). The proposed contract provides technical services and parts for Caterpillar engine generators and electrical switch gears.

PUD currently owns and operates fourteen (14) Caterpillar large engine generators along with eight (8) smaller emergency backup power generator units and the associated electrical switchgears that are located at thirteen (13) PUD facilities. The fourteen (14) engine generators have varying purposes which include creating electricity that is used to power facilities, operate large pumps to transport wastewater for treatment, or provide adequate backup power to support large facility operations. The proper operation and reliability of these large engine generators is key to achieving approximately \$19,110 of electrical savings per day as well as receiving \$1,500,000 in revenue, during fiscal year 2014, for excess power sold to the local utility.

Two of these large engines have a critical task of each operating a large pump at our main wastewater pump station on Harbor Drive. These two engines operate on natural gas which provides significant electrical savings each day as well as protect the pump station during a power outage from wastewater surging back through the station and releasing to the environment.

The eight (8) smaller emergency backup power generator units provide power during a power outage to critical areas of a facility to ensure preservation of operational activities until utility power resumes. An example of their importance was demonstrated during a 2011 commercial power outage that lasted for 11 hours. In 2011, PUD had a few pump stations that had not yet been outfitted with backup generators for operational power. At the end of the power outage, more than 2 million gallons of sewage was released into the ocean and more than 10 miles of San Diego County shoreline was closed. The California Regional Water Quality Control Board

Region San Diego (RWQCB) required PUD to pay more than \$17 million in fines and penalty offsets, which included purchasing generators for those pump stations which are now covered in this new contract.

An Invitation to Bid (ITB), No. 10054458-15-E for Technical Services and Parts for Caterpillar Engine Generators and Switchgears, was issued by Purchasing & Contracting Department on March 18, 2015. Five companies downloaded the bid from the City's third party provider, who is responsible for announcing and distributing all City solicitations. Hawthorne was the only company that submitted a bid in response to the ITB.

Hawthorne has been a responsible and responsive company providing reliable service to WWTD for more than five years. The company was accommodating with our varying requirements to meet the needs of the facilities. WWTD has full confidence that Hawthorne will continue to be a reliable vendor providing parts and service as needed.

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal #1: Provide high quality public service.

Objective #4: Ensure equipment and technology are in place so that employees can achieve high quality public service.

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods.

Objective #1: Protect lives, property, and the environment through timely and effective response in all communities.

Objective #4: Foster services that improve quality of life.

FISCAL CONSIDERATIONS:

The total amount not to exceed for the Hawthorne Power Systems contract is \$8,417,647 for the term of the contract of one (1) year and four one (1) year options. Funds are, or will be available in the amount of \$8,175,647 from the Metro Sewer Utility Fund 700001, \$231,750 from the Municipal Sewer Fund 700000 and \$10,250 from the Water Utility Operating Fund contingent upon the adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer. Purchases to be made on an as-required basis.

Estimated expenditures are as follows:

Contract 1st Year:

Fiscal Year 2016

Not to exceed \$1,728,141 (Metro = \$1,679,741; Muni = \$46,350; Water = \$2,050)

Contract Option Years 1-4:

(Fiscal Years 2017 to 2020)

Not to exceed \$6,689,506 (Metro = \$6,495,906; Muni = \$185,400; Water = \$8,200)

Total not to exceed Contract: \$8,417,647 (Metro = \$8,175,647; Muni = \$231,750; Water = \$10,250)

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

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

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

This request will be presented to the Environment Committee on October 7, 2015; and tentatively scheduled for consideration by full Council on October 26, 2015.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

This item was reviewed by the Metro Joint Power Authority (JPA) Technical Advisory Committee on June 17, 2015 and will be reviewed by the Metro JPA Commission on September 3, 2015.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Over 2.2 million regional users of wastewater treatment have a vested interest in the systems' safe and reliable treatment of wastewater in full compliance with all County, State and Federal regulations. Additionally, the engine generators provide electrical savings in operating WWTD facilities and provide revenue to offset operational costs. Insufficient parts and services to maintain this equipment operational could result in loss of revenue, increased electrical costs, and the possibility of a release of sewage to the environment during a power outage resulting in fines and penalties.

Jones-Santos, Lee Ann
Originating Department

Gomez, Paz
Deputy Chief/Chief Operating Officer

ATTACHMENT #1
Vendor: HAWTHORNE POWER SYSTEMS
Bid Number: 10054458-15-E

Contract Begins 09/01/2015 to 8/31/2016 with 4 - 1 year options ending 8/31/2020

Facility Breakdown						
Vendor Name	Facility	Fund	Cost Center	Functional Area	GL#	Projected Cost for Fiscal Year 2016
Hawthorne	PS 1	700001	2012111211	OTHR-00000000-SU	511032	\$25,000
Hawthorne	PS 2	700001	2012111212	OTHR-00000000-SU	511032	\$402,595
Hawthorne	ORPS	700001	2012111213	OTHR-00000000-SU	511032	\$5,000
Hawthorne	GAPS	700001	2012111214	OTHR-00000000-SU	511032	\$5,000
Hawthorne	NCWRP	700001	2012111215	OTHR-00000000-SU	511032	\$375,906
Hawthorne	MBC	700001	2012111216	OTHR-00000000-SU	511032	\$25,000
Hawthorne	PTL	700001	2012111217	OTHR-00000000-SU	511032	\$809,640
Hawthorne	SBWRP	700001	2012111218	OTHR-00000000-SU	511032	\$25,000
Hawthorne	MOC II	700001	2012111311	OTHR-00000000-SU	511032	\$1,600
Hawthorne	EMTS	700001	2000160011	OTHR-00000000-SU	511032	\$5,000
	Total Metro					\$1,679,741
Hawthorne	PS 64	700000	2011111212	OTHR-00000000-SU	511032	\$25,000
Hawthorne	PS 65	700000	2011111213	OTHR-00000000-SU	511032	\$10,000
Hawthorne	Penasquitos PS	700000	2011111211	OTHR-00000000-SU	511032	\$10,000
Hawthorne	MOC II	700000	2011111312	OTHR-00000000-SU	511032	\$1,350
	Total Muni					\$46,350
Hawthorne	MOC II	700011	2000110001	OTHR-00000000-SU	511032	\$2,050
	Total Water					\$2,050
	TOTAL					\$1,728,141

Labor Relations Form Approvals

FY2016

Requesting Department/Division: Public Utilities / Wastewater Treatment and Disposal Division (PUD / WWTD)

Division Contact: Leticia Sullivan; X44267; SullivanL@sandiego.gov

Date of Request: June 18, 2015

Contract / Service Duration: FY2016; July 1, 2015 - June 30, 2016

LR Forms Alpha E-i; Section 4



 LR Approval/Disapproval:

APPROVED

V. David
 6-21-15

JUN 18 2015

Vendor Name	31	32	33	34	35	36	37	38
	Hawthorne Power Systems	Hawthorne Power Systems	Henwood Associates	Hosty Pressure Washing	Howter Consulting Group	IMC Consulting	Ingersoll Rand	International Flow Technologies
Contract/Estimated Amount: \$\$\$	\$1,500,000.00; \$583561 (interim of Bid)	\$7,500,000.00; Pending 1472 approval: BID#1054458-15E	\$25,000.00	\$25,000.00	\$25,000.00	\$947,000.00 PA#46000001163	\$25,000.00	\$25,000.00
What is the contract/service for? (Please be specific as to the scope of work)	Provide repairs, inspections, overhauls, services for generator, and cleaning on the following large types of machinery: generators, engines, and switch gears at our various WWTD facilities. This vendor is also needed to do a tune-up before any APCD testing/inspection.	Provide repairs, inspections, overhauls, services for generator, and cleaning on the following large types of machinery: generators, engines, and switch gears at our various WWTD facilities. This vendor is also needed to do a tune-up before any APCD testing/inspection.	Provide services for annual preventative maintenance and inspection of the Hydro Turbine, which generate electricity via influent outfall (i.e. treated sewage), at WWTD Pt. Loma/GUF facility.	For off-site service and parts to maintenance Hosty Brand pressure washer and steam cleaner. This piece of equipment cleans and jets all drains and concentrate lines (16" diam. and length is 2 miles of pipes).	To provide testing and adequate settings in order to meet Air Pollution Control (APCD) and other federal, state and local regulatory requirements for testing and outside/external audit for all PUD WWTD facilities.	For environmental regulatory compliance permitting, lab testing and filter surveillance is needed by an external filter specialist of anthracite filter media, which filters solids from a 20,000 cubic feet wastewater filter basin.	To provide service, field assistance, and plant instrumentation for air compressions, components, product parts, supplies and materials that are non-store room stock at various WWTD and PUD facilities	Emergency service for specialized repairs that require removal and installation for a water main line stop at Point Loma pump station, FIRP.
What is the location of the project/service?	At WWTD various facilities.	At WWTD various facilities.	At WWTD Facilities	At WWTD various facilities.	At PUD / WWTD Facilities	At WWTD Facilities	AT PUD / WWTD Facilities	At WWTD Facilities
Are City employees currently performing any of the work?	Yes, City employees are performing the work.	Yes, City employees are performing the work.	No, City employees are not performing the work.	No, City employees do not perform service on this type of equipment.	The PUD lab technicians do an internal preventative maintenance (PMs), but we also need a 3 rd party outside/external audit per the APCD, and other federal, state and local regulatory requirements in order to receive operational permits and certifications.	No, City employees are not performing the work. WWTD conducts internal lab testing and filter surveillance; however, this work also needs to be done by an external lab testing / filter surveillance due to environmental regulatory compliance permitting.	No, City employees are not currently performing the work. Ingersoll Rand Compressed Air System Products has proprietary rights via the warranty to service their own parts in order to maintain industry standards.	No, City employees are not performing the work.

Labor Relations Form Approvals

FY2016

Requesting Department/Division: Public Utilities / Wastewater Treatment and Disposal Division (PUD / WWTD)

Division Contact: Leticia Sullivan; X44267; SullivanL@sandiego.gov

Date of Request: June 18, 2015

Contract / Service Duration: FY2016; July 1, 2015 - June 30, 2016

LR Forms Alpha E-I; Section 4

LR Approval/Disapproval:
Approved 6/23/15
Viland

Vendor Name	31	32	33	34	35	36	37	38
	Hawthorne Power Systems	Hawthorne Power Systems	Henwood Associates	Hosty Pressure Washing	Hower Consulting Group	IMC Consulting	Ingersoll Rand	International Flow Technologies
Do City employees currently have the expertise to do this work in-house? If not, why not?	Yes, City employees currently work on these manufactured items. However, only when City staff cannot perform the work is the factory technical support service contacted for trouble shooting and assistance.	Yes, City employees currently work on these manufactured items. However, only when City staff cannot perform the work is the factory technical support service contacted for trouble shooting and assistance.	No, City employees do not have the expertise and licenses (NEPA certification) to perform the inspections.	Yes, City employees currently operate the Hosty Brand pressure washer and steam cleaner on our drains and centrate lines.	No, City employees do not have the expertise and licenses to perform 3rd party inspections.	No, City employees do not have the expertise and licenses to perform 3rd party testing.	No, City employees do not perform service on brand warranty equipment.	No, City employees do not have the expertise to perform work.
Will any City employees be displaced as a result of this contract / service?	No, this will not displace any City employees. Our WWTD employees handle regular preventative maintenance of equipment.	No, this will not displace any City employees. Our WWTD employees handle regular preventative maintenance of equipment.	No, this will not displace any City employees.	No, this will not displace any City employees.	No, this will not displace any City employees.	No, this will not displace any City employees.	No, this will not displace any City employees.	No, this will not displace any City employees.
If this is a renewal of an existing contract, how long have these services been contracted out?	No, this is not an existing contract.	No, this is not an existing contract.	No, this is not an existing contract.	This is scope of work is listed on the project ex	No, this is not an existing contract.	This is a current contract: Bid#10043285-14N; PA#600001631	This is in order to establish a new sole source.	No, this is not a renewal of an existing contract.
Is this a Public Works project? (i.e. construction, reconstruction or repair of City buildings, streets or other facilities)	No, this is not a Public Works Contract Project.	No, this is not a Public Works Contract Project.	No, this is not a Public Works Contract Project.	No, this is not a Public Works Contract Project.	No, this is not a Public Works Contract Project.	No, this is not a Public Works Contract Project.	No, this is not a Public Works Contract Project.	No, this is not a Public Works Contract Project.
Is this a Tenant Improvement project? (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)	No, this is not a Tenant Improvement.	No, this is not a Tenant Improvement.	No, this is not a Tenant Improvement.	No, this is not a Tenant Improvement.	No, this is not a Tenant Improvement.	No, this is not a Tenant Improvement.	No, this is not a Tenant Improvement.	No, this is not a Tenant Improvement.

Handwritten notes:
 MUST USE contractor OK 6/23/15 per gmc
 SITE

Labor Relations Form Approvals
FY2016

Requesting Department/Division: Public Utilities / Wastewater Treatment and Disposal Division (PUD / WWTD)
Division Contact: Leticia Sullivan; X44267; SullivanL@sandiego.gov

Date of Request: June 18, 2015
Contract / Service Duration: FY2016; July 1, 2015 - June 30, 2016
LR Forms Alpha E-i; Section 4

LR Approval/Disapproval:

L. Sullivan 6/23/15
Approved

Vendor Name	31 Hawthorne Power Systems	32 Hathorne Power Systems	33 Henwood Associates	34 Hosty Pressure Washing	35 Hower Consulting Group	36 IMC Consulting	37 Ingersoll Rand	38 International Flow Technologies
Was another Department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication. If not, why was another Department not contacted?	This scope of work is listed on the Exemption List; Equipment/Machinery Repairs. (Attached is a detailed scope of work.)	This scope of work is listed on the Exemption List; Equipment/Machinery Repairs. (Attached is a detailed scope of work.)	This scope of work is listed on the Exemption List; Memo/Project List; Equipment/Machinery Repairs.	This scope of work is listed on the Project Exemption List / Equipment / Machinery Repair.	No, there was no need to contact another department since internal PMs are done by PUD/WWTD staff (email attached). This scope of work requires a 3rd party for Regulatory/Compliance in order to meet state/federal and other regulatory requirements.	This scope of work is listed on the Exemption Memo/Project List; Regulatory/Compliance; Miscellaneous/Contamination or emergency cleanup	This scope of work is listed on the Exemption Memo/Project List; Equipment/Air Compressors.	This scope of work is listed on the Exemption Memo/Project List; Equipment/Machinery Repairs.
Dates of Previous LR approval forms for same SOW	FY13 4/11/2013; FY14 8/1/2013; FY15 9/24/2014	FY13 4/11/2013; FY14 8/1/2013; FY15 9/24/2014	FY14 8/20/2013; FY15 9/22/2014	FY15 3/10/2015	FY15 7/31/2014	FY14 8/18/2013; FY15 9/22/2014	FY13 7/1/2012; FY14 9/25/2013; FY15 1/5/2015	FY14 11/8/2013; FY15 9/22/2014

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

August 3, 2015

SUBJECT: Authorization to Execute a Contract with Hawthorne Power Systems to Provide Technical Services and Parts for Caterpillar Engine Generators and Switch Gears for Wastewater Facilities in the Public Utilities Department

GENERAL CONTRACT INFORMATION

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

Amount of this Action: \$8,417,647.00 (Not to Exceed)

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 County employees dated, February 9, 2015 indicating 299 employees in their Administrative Work Force.

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

- Black, Latino, Filipino, and Female in Management & Financial
- Filipino and Female in Professional
- Filipino in A&E, Science, Computer
- Black, Asian, Filipino, and Female in Sales
- Black, Asian, Filipino, and Female in Administrative Support
- Latino, Asian, Filipino and Female in Crafts
- Asian, Filipino, and Female in Operative Works
- Latino, Asian, Filipino, and Female in Laborers

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of August 3, 2015. 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 approve a contract with Hawthorne Power Systems to provide technical services and parts for Caterpillar engine generator and electrical switch gears for Wastewater Facilities in an amount not to exceed \$1,728,141 for the first contract year with four (4) one (1) year options for a total cumulative not to exceed \$8,417,647 (ITB 10054458-15-E).

MM



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

ORIGINAL

INVITATION TO BID (ITB)/CONTRACT (COVER SHEET)

Goods and Services: Furnish the City of San Diego with Technical Services and Parts for Caterpillar Engine Generators and Switch Gears

Solicitation Number: 10054458-15-E

Solicitation Issue Date: March 18, 2015

Bid Due Date and Time (Closing Date): 3:00 p.m. Pacific Time on March 30, 2015

Contract Term: As may be required for a period of five (5) years from Effective Date, as defined in General Contract Terms and Provisions

City Contact: Beverly Asbill-Gumbs, 619-236-5923, Basbillgumbs@sandiego.gov

Questions and Comments Due: No later than March 24, 2015 at 5:00 p.m. Pacific Time.

The City's Standard Payment Terms are Net 30 Days. Bidders may offer other payment terms (e.g., 2% 20 days) but such terms will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.

State delivery time: _____ days after receipt of order. Discounted terms offered: _____% _____ Days.

Duration of Offer: By submitting a bid, the bidder guarantees that the offer is firm for ninety (90) calendar days commencing the day following the Closing Date. Bidder agrees to accept a resulting contract subject to the terms and conditions stated herein. If an award is not made during that period, bidder's offer shall automatically extend for another ninety (90) calendar days unless the bidder indicates otherwise in writing thirty (30) calendar days prior to the end of the first ninety (90) calendar day period to the City Contact.

Bidder Hawthorne Power Systems

Street Address 16945 Camino San Bernardo

City San Diego

Telephone No. 858-974-6800

E-Mail jcorbaci@hawthornecat.com

IF BIDDER'S OFFER IS ACCEPTED BY THE CITY, THIS IS THE CONTRACT. Bidder is required to sign this document and return two (2) originals and two (2) copies of their bid in sealed envelopes or cartons to the City Contact. Bidders shall also include an electronic copy of their bid. Bidder agrees to furnish and deliver all goods and/or provide all services set forth or otherwise identified above subject to the terms and conditions specified herein. An original signature below is required. By signing below, the signer declares under penalty of perjury that she/he is authorized to sign this document and bind the bidder to the terms of this Contract.

Signature of Bidder's Authorized Representative	Signature of the City of San Diego Purchasing Agent	Approved as to Form City Attorney
<u>Joe Corbaci</u>	_____	_____
Print Name	Print Name	Print Name
<u>Product Support GM</u>	_____	_____
Title	Title	Title
	_____	_____
Signature	Signature	Signature
<u>3/30/2015</u>	_____	_____
Date	Date	Date

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FORMS

- Contractors Standard Pledge of Compliance
- Equal Opportunity Contracting Program (EOCP)
- Equal Benefits Ordinance Certification of Compliance

ATTACHMENT

- Core Charge Tracking Form
- General Contract Terms and Provisions

I. INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope.

1.1 Bid Due Date. Bids must be received by the P&C reception desk prior to the Closing Date indicated on the Cover Sheet. Faxed bids will not be accepted. The City may consider a bid that was mailed before the Closing Date if the City finds that acceptance of the bid is in the City's best interests and there is no possibility of collusion or fraud in the procurement process.

1.2 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.2.1 Reserved.

1.2.2 Reserved.

1.3 Site Inspection. Site inspection information is noted on the ITB's Cover Sheet.

1.3.1 Reserved.

1.3.2 Reserved.

1.4 Questions and Comments. Written questions and comments must be electronically mailed (e-mailed) to the City Contact identified on the Cover Sheet no later than the date specified on the Cover Sheet. Only written communications relative to the procurement shall be considered. E-mail is the only acceptable method for submission of questions. It is incumbent upon bidders to verify that the City has received their questions and/or comments. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.5 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff or evaluation committee members about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms. Bidders shall submit the following completed forms and provide the following information with their bids:

- 2.1 The completed and executed Cover Sheet
- 2.2 Exceptions requested by bidder, if any. If a bidder requests an exception, or exceptions, to the Specifications or the City's Contract, including the City's General Contract Terms and Provisions, the bidder must present written factual or legal justification for the request. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.
- 2.3 The Contractor Standards Pledge of Compliance Form
- 2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions
- 2.5 Reserved
- 2.6 Reserved
- 2.7 Reserved
- 2.8 Reserved
- 2.9 Reserved
- 2.10 Equal Benefits Ordinance (EBO) Certification of Compliance.

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid Before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact. While e-mail is permissible, telephonic withdrawals or modifications are not.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the Cover Sheet no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By signing this bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City

can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. BID OPENING

Bid Opening. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bids will be unsealed and opened in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

C. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder whose bid best meets the City's requirements.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results also may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the Cover Sheet; or (3) visiting the P&C e-procurement system to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

4. Solicitation Results. No solicitation results can be obtained until the City announces the bid or bids best meeting the City's requirements.

E. PROTESTS

The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE AWARD

The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or

services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

The City may find the bidder to be non-responsive and award the Contract to the next responsible, responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

II. WAGE REQUIREMENTS

By signing this Contract, Contractor certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

3. Payroll Records. Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor shall be held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Contractor and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental

entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

III. SPECIFICATIONS

A. BID SPECIFICATIONS

Furnish and provide technical services and parts for Caterpillar engine generators and switchgears for the City of San Diego's Public Utilities Department. The department currently owns and operates fourteen (14) large Caterpillar engines and eight (8) smaller emergency generator units. The engines can be found at the following locations:

1. Point Loma Wastewater Treatment Plant – Gas Utilization Facility (PLWWTP – GUF)
1902 Gatchell Road
San Diego, CA 92106
 - a. Two (2) 1998 vintage G3612 engines operate 2285 kW Kato generators to provide prime power for the PLWWTP - GUF. Excess generation is sold to the utility. These engines run on digester or natural gas.
 - b. One (1) 1996 vintage D3512 engine operates a 1500 kW Kato generator to provide standby power for the PLWWTP - GUF. This engine runs on diesel fuel.
2. Pump Station 2 (PS 2)
4077 N. Harbor Drive
San Diego, CA 92101
 - a. Two (2) 1990 vintage G3612 engines operate 2250 HP vertical centrifugal pumps at the PS 2. These engines operate on natural gas and are configured for variable speed.
 - b. One (1) 2012 C15 engine/generator set drives a 500 kW generator to provide standby power for the PS 2. Engine operates on diesel fuel.
3. South Bay Water Reclamation Plant
2411 Dairy Mart Road
San Diego, CA 02154
 - a. One (1) 2002 vintage D3516 engine operates a 2,000 kW Kato generator to provide standby power at the SBWRP. This unit currently operates on diesel fuel. This unit may be converted to run on an 80/20 mix of natural gas/diesel and permitted for extended operation during summer peak periods generating 1,750kW/hr as a distributed generator to offset utility costs.
4. North City Water Reclamation Plant (NCWRP)
4949 Eastgate Mall
San Diego CA 92121
 - a. One (1) 2013 G3520 engine drives 1600 kW SR4 generator to provide prime power sold to the utility. This engine runs on landfill gas at the NCWRP.

- b. One (1) 2013 D3516 engine drives a 2,000 kW generator to provide standby power for NCWRP. Engine operates on diesel fuel.
- 5. Environmental Monitoring & Technical Services (EMTS)
2392 Kincaid Road
San Diego, CA 92101
 - a. One (1) 2012 C15 engine/generator set drives a 500 kW generator to provide standby power for EMTS. Engine operates on diesel fuel.
 - b. Pump Station 1 (PS 1)
3550 E. Harbor Drive
San Diego, CA 92101
 - c. Two (2) 2013 D3516 engine drives a 2,000 kW generator to provide standby power for PS 1. Engines operate on diesel fuel.
- 6. Pump Station 64 (PS 64)
10745 Roselle Street
San Diego, CA 92121
 - a. Two (2) 2013 D3516 engine drives a 2,000 kW generator to provide standby power for PS 64. Engines operate on diesel fuel.
- 7. Pump Station 65 (PS 65)
12112 Sorrento Valley Road
San Diego, CA 92121
 - a. One (1) 2013 D3516 engine drives a 2,000 kW generator to provide standby power for PS 65. Engine operates on diesel fuel.
- 8. Penasquitos Pump Station (Pen PS)
10150 Cara Way
San Diego, CA 92126
 - a. One (1) 2013 D3516 engine drives a 2,000 kW generator to provide standby power for PS Pen. Engine operates on diesel fuel.

9. Metropolitan Biosolids Center (MBC)

5240 Convoy Street
San Diego, CA 92111

- a. One (1) 3406 DITA engine drives a 300 kW generator to provide standby power for MBC. Engine operates on diesel fuel.
- b. One (1) 3304 DITA engine drives a 125 kW generator to provide standby power for MBC. Engine operates on diesel fuel.
- c. One (1) DMT 70 engine drives a 70 kW generator to provide standby power for MBC. Engine operates on diesel fuel.

10. Metropolitan Operations Center II (MOC II)

9192 Topaz Way
San Diego, CA 92123

- a. One (1) Cummins engine drives a 500 kW generator to provide standby power for MOC II. Engine operates on diesel fuel.

11. Grove Avenue Pump Station (GAPS)

2494 Grove Avenue
San Diego, CA 92154

- a. One (1) Cummins engine drives a 700 kW generator to provide standby power for GAPS. Engine operates on diesel fuel.

12. Otay River Pump Station (ORPS)

1800 Boundary Avenue
San Diego, CA 92154

- a. One (1) Detroit Diesel engine drives a 500 kW generator to provide standby power for ORPS. Engine operates on diesel fuel

B. CONTRACTOR STANDARDS OF PERFORMANCE

1. Contractor shall perform all services required by this Contract in accordance with high professional standards prevailing in the Contractor's field of work.
2. Unless otherwise required in the Scope of Services/Work, all goods furnished shall be new and the best of their kind.
3. Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California.

Where approval by the City, the City Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, regulations, and good business practices.

4. The Contractor's performance of work and acceptability of equipment, materials, subcontractor, and efficient and effective means and methods of providing the Scope of Services described in this Contract will be subject to the satisfaction of the City. Performance standards include, but are not limited to:
 - a. Arrival at the designated time when providing Service.
 - b. Provide clear communication of service activities.
 - c. Professionally conduct all service activities described in this Contract.
 - d. Notify the City immediately of any equipment failure or accident leading to a Chemical Release.
 - e. Preparation and submittal of an accurate invoice in a legible and understandable format, with all supporting documentation and in a timely manner according to the requirements of this contract. Invoices shall be submitted within thirty (30) days of the date of service.
 - f. All Core Charges must be returned within thirty (30) days after the City has returned the part for full credit consideration. Any parts the City returns that are not found to be in adequate condition for a full credit consideration, must then have a written notice advising the City of the disposition within the thirty (30) day period detailing why any or all credit consideration was rejected. To assist the City in tracking the quantity count of items that may qualify for cores charges after Contractors assessment. The Core Charge Tracking Form must be completed at the time of pick up. See Attachment A.

C. CONTRACTOR RESPONSIBILITIES

1. Contractor shall provide all tools necessary to complete the work specified under this contract. Contractor shall have adequate and calibrated instrumentation and measuring equipment used for troubleshooting, repair, overhaul and adjustment of the equipment associated with this contract. Calibration shall be performed on an annual basis, or more frequently as required. All calibrations shall be documented.

Contractor shall submit to the Contract Administrator within thirty (30) days of award a list of equipment and calibration certification(s) that will be added as part of submittals.

All adjustments must be in accordance with the latest procedures provided by Caterpillar Engine Manufacturing Company. Operation and Maintenance (O & M) manuals to be

used shall be the latest applicable edition provided by Caterpillar Engine Manufacturing Company.

2. A Laborer/Technician (LT), Service Technician (ST) and/or Service Engineer (SE) shall be on the premises within one (1) hour after receiving a call from the Shift Supervisor. The City will only use L/T, ST and (SE) personnel who have been Caterpillar certified.

Contractor shall submit to the Contract Administrator within thirty (30) days of award copies of certifications of staff assigned to this contract, which will be added as part of submittals. At any time during the contract period, if new staff is assigned to this contract, copies of their certification shall be provided to the Contract Administration prior to commencement of work.

3. Contractor shall submit qualifications with the quote. Contractor shall provide a sufficient number of trained and experienced staff to work twelve (12) hours a day, six (6) days a week (Monday through Saturday) to complete the services as specified in this contract and in Sections 1-2 of the Pricing pages.
4. Prior to commencing an overhaul, all parts and materials required to complete the overhaul must be stored on site or within 200 miles and be available within two (2) hours.
5. Damages to equipment or injury to people:
 - a. Contractor may use the facility's overhead cranes at their own risk and is solely responsible and liable for any damage and injuries caused while using the equipment. The names and certifications of individuals authorized for crane operation shall be submitted prior to work.
 - b. Contractor's personnel shall immediately report to a City representative or City Contract Coordinator any accident, injury, property damage, or any other problem or irregularities that occurs when providing service as described in this Invitation to Bid (ITB).
 - c. The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said Contractor or Contractor's employees in connection with the performance of this work.
 - d. The Contractor shall be responsible for repairing or replacing any City owned or City supplied equipment damaged by the Contractor or the Contractor's subcontractor(s). Repairs will not be performed until the City has inspected the damage and the City has agreed to the scope of any necessary repairs.

D. MEETINGS

Beginning from the Contract Administrator's Notice to Proceed on any overhaul or major repair and continuing until the week after final startup, the Contractor's Project Manager and on site Supervising Technician or designee shall participate in a weekly overhaul status meeting at the

job site. Day of the week, time, duration, and format of the meeting shall be mutually agreed to prior to Notice to Proceed. Contractor shall also meet weekly with the Senior Power Plant Supervisor or designee to discuss work place safety. The Senior Power Plant Supervisor can be reached at (619) 221-8748.

E. CUSTOMER SERVICE

Contractor shall provide a twenty-four (24) hour local or pager number to the Contract Administrator prior to award of contract. Local is defined as being in area codes 619, 858, or 760.

F. ADEQUATE STOCK

The Contractor shall have shop facilities or warehouse located within the County of San Diego with a sufficient quantity and variety of parts maintained to assure prompt deliveries. Deliveries shall be made within two (2) hours on common parts.

Bidder shall submit to the Contract Administrator within thirty (30) calendar days of award a list of stocked parts, and all terms and conditions of returned parts policy, warranty parts, and extra delivery charges.

G. PARTS LIST

Within thirty (30) days of award of contract, Contractor shall provide the Contract Administrator with a current Caterpillar parts published price list identifying all parts and prices on a delivered basis. All terms and conditions of returned parts policy, warranty parts, and extra delivery charges must be outlined. Successful Bidder shall also furnish updates of price list whenever issued.

H. INSPECTION REQUIREMENTS

All engine components that are accessible and/or removed during the overhaul shall be inspected. Whenever possible, clearances shall be measured and compared against the current applicable Caterpillar published values. All instrumentation, sensors and transducers required for engine control/monitoring shall be tested, verified and/or calibrated. All test/measuring instruments shall have current calibrations with documentation. All measurements and observed conditions shall be documented including serial numbers and calibration of test and measuring equipment.

I. PRE-OVERHAUL DOCUMENTATION

1. Two (2) weeks prior to Notice to Proceed, an overhaul schedule shall be submitted to the City for review. The overhaul schedule shall include start and completion times for all major work tasks including delivery times for long lead-time components. Schedule shall also indicate critical path work and key interfaces with City forces and other contractors.

2. Two (2) weeks prior to Notice to Proceed, the contractor shall provide a listing of all parts they are providing for the overhaul for City's review and approval. Listing shall include Caterpillar part number and a description of the part and indicate new or rebuilt. The contractor shall also provide a manufacturer's data sheet for all non-Caterpillar parts for review by the City.
3. An outage request shall be submitted to the City seven (7) days prior to shutdown of any equipment or process other than the engine that is being overhauled. Job Safety Analysis for all hazards expected to be encountered during the overhaul shall be submitted to the City seven (7) days prior to Notice to Proceed. A listing of all personnel assigned to the overhaul, their classification, job description and copy of required certification, shall be provided.

J. DURING OVERHAUL

1. Provide copies of Supervising Technician's daily report to the City staff at the end of each workday. A minimum report shall include major schedule tasks worked, estimated percent completed, a summary of any testing or inspections performed, a list any discrepancies found, a record of any material deliveries, and a list all personnel on site that day (An electronic report is acceptable).
2. Provide written agenda for the weekly status meeting. Agenda shall include a summary of work performed during previous week, an outline of work to be performed during the upcoming week, a revised schedule, a two (2) week look ahead, a list any discrepancies found, and any potential issues for the upcoming week.
3. Provide a summary of topics covered during Contractor's weekly safety meeting and a list of personnel in attendance to the Contract Administrator or designee the following business day. Report any accidents that occurred during that week.

K. POST OVERHAUL

1. Within one (1) week of completion, provide overhaul report including at a minimum, documentation of all inspections and measurements and testing performed during and subsequent to the overhaul, a summary of work performed, a discussion of conditions found during the overhaul and an evaluation of overall engine condition. The report shall include all warranty conditions and durations to include the passing of the Air Pollution Control District (APCD) annual test for emission.
2. Contractor shall provide certified analysis reports of lubricating oil samples taken 24 hours, 30 days, and 90 days after completion of each overhaul to the Contract Administrator or designee

L. TESTING

Cold and hot crankshaft web deflection, thrust and crankshaft run out shall be measured and recorded. All new component dimensions shall be verified against Caterpillar's documentation. Readings shall be compared to available previous readings. All measurements and observed conditions shall be documented including serial numbers and calibration of test/measuring equipment.

M. ENGINE CLEANING

Areas of the engine block made accessible during the overhaul shall be cleaned. All internal passages accessible during the overhaul shall be cleaned and verified clear.

N. GENERAL CLEANLINESS

Contractor's staff shall appear on site each day in clean, appropriate attire with no tears, holes or inappropriate symbols, slogans or images displayed. The job site shall be cleaned up at the end of each day and all of the Contractor's tools and equipment either removed or securely locked up. Any materials, equipment, or tools borrowed from the facility shall be returned to the City staff, unless other prior arrangements have been made.

O. SECURITY ACCESS

Only those Contractor staff on the approved staff list will be allowed on the job sites. Individuals must sign in and out of the site each day with the onsite security personnel. Each individual must have photo identification with the Contractor's and staff person's name clearly stated. Each individual will be issued a visitor badge daily upon check-in that must be worn to indicate that they are authorized to be on the site. Badge is to be returned at the end of each workday.

P. CITY WORK RULES

Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedules without the prior approval of the City's Contract Administrator.

Q. SAFETY AND ACCIDENT PREVENTION

Contractor shall take all precautions necessary and shall bear sole responsibility for the safety of the work, the safety and adequacy of the methods and means it employs in performing the work, and the safety of all employees performing the work and all other persons who may be affected thereby.

Contractor shall, at all times, in the performance of the work, comply with and provide the safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970 (OSHA); and all applicable State labor laws and the regulations and standards issued thereunder.

If Contractor has ten (10) or more employees, Contractor shall have an injury/illness program as required by OSHA and shall submit a copy with the Contractor's bid submittal.

The Contractor warrants that any work performed in any location partially or entirely under the Contractor's control shall be performed in accordance with OSHA requirements. The Contractor further warrants that all material and equipment furnished under this Contract and contracts resulting from this Contract will conform to and comply with all applicable provisions of OSHA and the regulations and standards there under. The Contractor shall require these warranties in adherence to OSHA from all subcontractors and suppliers it employs in the performance of the contracts resulting from this Contract.

The City Contract Manager or designee reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this Contract and/or request the Contractor remove from the work area any employee deemed to be working in an unsafe manner.

Personal protective equipment (PPE) shall be supplied by the Contractor, properly used by their employees, and costs included in the pricing submitted.

R. STORM WATER PROTECTION

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution NO. 303351.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan and institute all controls needed while completing the Scope of Services to minimize any negative impact to the storm water collection system and environment.

S. SPILL MANAGEMENT

Contractor shall be responsible for the cleanup and disposal of any spilled hazardous substance in accordance with the following requirements at no additional cost to the City, which was caused by their action, or lack of action when providing service as described in this invitation to bid (ITB).

1. The Contractor shall be required to handle the resulting waste cleanup as hazardous waste by placing the waste in an appropriate container with a lid, affix a completed hazardous waste label denoting the container contents, and disposing of the hazardous waste container within ninety (90) days or same day disposal if no storage location is available, by using a licensed hazardous waste transporter.
2. If the Contractor deems the spill absorbents and/or waste generated in the clean up as non-hazardous waste, the Contractor shall notify City staff of the incident immediately. If there are no acceptable storage areas on City property, the waste must be handled as hazardous waste. If there is an acceptable storage area on City property, then the Contractor shall complete the following steps:
 - a. Place the used spill absorbent in an appropriate container with a lid.
 - b. Label the container with the contents.
 - c. The City and Contractor will jointly determine any necessary testing required to prove the non-hazardous waste determination.
 - d. If required, the Contractor at no additional cost to the City, will take a representative sample of the waste to a State certified hazardous waste laboratory and submit the sample for testing for each agreed upon test.
 - e. The Contractor and City will jointly review the testing results and the City will have the final approval if the waste will be determined to be non-hazardous. If the waste is determined to be classified as hazardous waste by the City, the waste must be disposed of as soon as possible but no later than ninety (90) days from the date of generation by using a licensed hazardous waste transporter.
3. **Transportation and Disposal:**

The Contractor shall transport all hazardous wastes in a method, which prevents leakage, and complies with all applicable Department of Transportation regulations.
4. **Transporter / Treatment, Storage, & Disposal Facilities:**
 - a. Contractor shall ensure that all transporters, storage facilities, treatment facilities, recycling facilities, incinerators, Class I landfills and any other disposal facilities used to provide service as described in this ITB are in compliance with all local, State, and Federal hazardous wastes, and recycling regulations at all times.

- b. Any change in transporter or treatment, storage, or disposal facility (TSDF) is subject to the pre-approval of the City. The City must be given thirty (30) days written notice of any change. Said notice will be sent to the Purchasing Agent and the City's Contract Coordinator. The City has the right to reject the hazardous waste transporter or any TSDF submitted. The Contractor may provide information to the City for its consideration to respond to any concerns stated on why the transporter or TSDF was rejected.
- c. The Contractor must provide an annual updated list of proposed transporters, proposed TSDFs, and related information for consideration 30 days prior to the contract renewal date. The City must approve of all transporters and TSDFs prior to any engagement of service

T. CHEMICAL RELEASE REPORTING AND SPILL MANAGEMENT

Contractor is responsible for the containment, cleanup and proper disposal of any and all Chemical Releases resulting or arising from the acts or omissions of the Contractor, its officers, employees, agents, representatives and/or subcontractors, at no additional cost to the City.

1. Contractor shall notify the City immediately when a Chemical Release of a hazardous substance or petroleum product has occurred in the course of performing the Scope of Services. The Contractor shall make all regulatory notifications of the Chemical Release as required by law including, but not limited to, those required by California Code of Regulations, Title 19.
2. The Contractor shall handle the resulting waste cleanup as Hazardous Waste by placing the waste in an appropriate container with a lid, affixing a completed Hazardous Waste label denoting the container contents, and properly disposing of the Hazardous Waste container within ninety (90) days of the Chemical Release date or on the same day if no storage location is available, using a licensed Hazardous Waste transporter.
3. If the Contractor deems the spill absorbents and/or waste generated in the cleanup of the Chemical Release to be non-hazardous, petroleum contaminated solids, or non-regulated waste, the Contractor shall notify City staff immediately. If there is no acceptable storage area on City property, the waste must be handled as Hazardous Waste unless the non-hazardous or non-regulated waste determination is mutually agreed to by City staff.
4. If there is an acceptable storage area on City property, then the Contractor shall complete the following steps:

- a. Place the used Chemical Release cleanup wastes in an appropriate container with a lid.
- b. Label the container with the contents.
- c. Jointly determine with the City the necessary testing required to prove the non-hazardous or non-regulated waste determination.
- d. If required, the Contractor at no additional cost to the City, will take a representative sample of the waste to a State certified Hazardous Waste laboratory and submit the sample for testing for each agreed upon test.
- e. Jointly review the testing results with the City to determine whether the waste is hazardous or non-hazardous under applicable law. Notwithstanding the above, the City will make the final decision as to whether the waste will be classified as non-hazardous or non-regulated waste. If the waste is determined to be classified as a regulated waste or Hazardous Waste by the City, the waste must be properly disposed of as soon as possible but not later than ninety (90) days from the date of generation by using a licensed Hazardous Waste transporter.

5. Definitions

- a. **Chemical Release** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, dumping, injecting, escaping, leaching, or disposing of a Hazardous Material/Hazardous Waste or chemical into the environment as defined by California Health and Safety Code Section 25501(s), 19 California Code of Regulations, 40 Code of Federal Regulations Part 302, and any other applicable regulatory definition.
- b. **Hazardous Materials, Hazardous Waste** - has the meaning given such term in Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder. It further means any waste (or radioactive materials which are source, special nuclear or by-product material as defined by 42 United States Code (U.S.C.) Section 2011 et seq. and the regulations contained in 10 Code of Federal Regulations (CFR) Part 40) which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a Hazardous Waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (a) the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) and the regulations contained in 40 CFR Parts 260-281; (b) the Toxic

Substances Control Act (15 U.S.C. Sections 2601, et seq.) and the regulations contained in 40 CFR Parts 761-766; (c) the California Health and Safety Code, Section 25117; (d) the California Public Resources Code, Section 40141; (e) future additional or substitute Applicable Law pertaining to the identification, characterization, treatment, storage, packaging, handling, management, processing, Recycling, sorting, conversion, transport, or Disposal of toxic substances or Hazardous Wastes; and (f) Title 22 California Code of Regulations Section 66261.9.

- c. **Petroleum Contaminated Solids Disposal and Recycling Facility-** means a recycling or disposal facility which has a valid California Regional Water Quality Control Board permit including Waste Discharge Requirement(s) (WDR(s)) and valid air emission permit authorizing that facility to receive specific Petroleum Contaminated Solids for processing, bioremediation, recycling, alternative fuel, or disposal.

If the Contractor proposes to deliver wastes or other materials under this Contract to a petroleum contaminated solids disposal and/or recycling facility which is located outside of California or within Indian Tribal lands, then a reference in this Contract to such a facility means a facility that has satisfied permitting requirements equivalent to those required by the State of California for in-State facilities and that is subject to regulations equivalent to those applied by the State of California to such in-State facilities.

- d. **Regulated Waste-** means a waste that is not considered a Hazardous Waste, but due to its chemical or physical properties, petroleum contamination, or other properties, must be disposed at a facility with Regional Water Quality Control Board-approved Waste Discharge Requirement(s) (WDR(s)), such as a municipal Class III landfill or other facility with WDRs that allow disposal of the Regulated Waste.
- e. **Release** – means the spilling, leaking, pumping, pouring, emitting, emptying, discharging, dumping, injecting, escaping, leaching, or disposing of any substance or material to the environment.
- f. **Treatment, Storage and Disposal Facilities (TSDF)-**means a Hazardous Waste transfer, treatment, storage or disposal facility that has received, at a minimum, a California Department of Toxic Substances Control permit, or a variance or is otherwise authorized by California law and regulations to receive specific Resource Conservation and Recovery Act (RCRA) and/or non-RCRA Hazardous Wastes for Processing, Recycling, alternative fuel, or disposal. If the TSDF is located outside the jurisdiction of California, the agency(ies) with regulatory authority over the TSDF shall have the same or higher standards for the processing, recycling, or disposal of Hazardous Waste as the State of California.
- g. **Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA),** is a United States federal law designed to clean up sites contaminated with hazardous substances.

- h. **Resource Conservation and Recovery Act (RCRA)** protects human health and the environment from potential hazards by regulating waste disposal.
- i. **Code of Federal Regulations (CFR)** is the codification of the general and permanent rules published in the Federal Register by departments and agencies of the Federal Government.
- j. **United States Code (U.S.C.)** is the official compilation and codification of the general and permanent federal statutes of the United States.

U. REMOVAL OF EMPLOYEE

The City of San Diego may request the Contractor immediately remove from assignment to the City of San Diego any employee found unfit, careless, incompetent, or otherwise objectionable for reasonable cause to perform duties at the discretion of the City of San Diego and Contractor shall comply with all such requests.

V. HARMONY

Contractor shall be entirely responsible for working in harmony with all others on the work site when Contractor is working on City premises.

W. DEPARTMENT REPRESENTATIVE

The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

X. SPECIFICATION REQUIREMENTS FOR PRICING PAGE, SECTION 1, ITEM 1, TOP END OVERHAUL OF G3520 AT NORTH CITY WATER RECLAMATION PLANT

1. COMPONENT INSPECTION AND CLEANING

The following components, not limited to, and at a minimum as listed below, shall be cleaned, inspected, and repaired as required.

- a. Aftercooler Core
- b. Exhaust Manifold
- c. Oil Cooler Core
- d. Varistor
- e. Windings
- f. Oil Suction Screen
- g. Flexible Coupling
- h. Rotating Rectifier
- i. Transformers

2. REBUILT/NEW COMPONENT REPLACEMENT

The following components, not limited to, and at a minimum as listed below, shall be replaced, as needed, with new or rebuilt exact replacements. All rebuilt components shall meet Caterpillar specifications. Contractor shall refer to the Caterpillar's reusability publications to determine if a component is rebuildable and/or salvageable.

- a. Prelube Pump
- b. Starting Motor
- c. Turbochargers
- d. Water Pump
- e. Cylinder Head Assemblies
- f. Fumes Disposal Filter Element
- g. Spark Plugs
- h. Water Temperature Regulators
- i. Replace all Gaskets, O-rings and Seals that were removed

**Y. SPECIFICATION REQUIREMENTS FOR PRICING PAGE, SECTION 1, ITEM 2,
TOP END OVERHAUL OF G3612 AT POINT LOMA WASTEWATER
TREATMENT PLANT**

1. COMPONENT INSPECTION

The following components, at a minimum, shall be cleaned, inspected, and repaired as required.

- a. Pre-lube Pump
- b. Jacket Water Pump
- c. Valve Bridges
- d. Valve Lifters
- e. Governor and Linkages
- f. Front and Rear Crankshaft Seals
- g. Rocker Arms
- h. Exhaust Manifold (for leaks)
- i. Oil Cooling Water Pump

2. REBUILT/NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced, as needed, with new or rebuilt exact replacements. All rebuilt components shall meet Caterpillar specifications. Contractor shall refer to the Caterpillar's reusability publications to determine if a component is rebuildable and/or salvageable.

- a. After Cooler Temperature Regulator
- b. Pre-chamber Fuel Check Valves
- c. Oil Temperature Regulators
- d. Jacket Water Temperature Regulator
- e. Oil Cooler Temperature Regulator
- f. Head Gaskets
- g. Breather Elements

- h. All Gaskets and Seals removed
- i. Fuel Gas Regulator
- j. Turbochargers
- k. Waste Gate
- l. Cylinder Heads
- m. Pre-combustion Chamber
- n. Exhaust Bellows
- o. Actuators

**Z. SPECIFICATION REQUIREMENTS FOR PRICING PAGE, SECTION 1, ITEM 3,
TOP END OVERHAUL OF G3612 AT PUMP STATION 2**

1. COMPONENT INSPECTION

The following components, at a minimum, shall be cleaned, inspected, and repaired as required.

- a. Pre-lube Pump
- b. Jacket Water Pump
- c. Valve Bridges
- d. Valve Lifters
- e. Governor and Linkages
- f. Front and Rear Crankshaft Seals
- g. Rocker Arms
- h. Exhaust Manifold (for leaks)
- i. Oil Cooling Water Pump

2. REBUILT/NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced, as needed, with new or rebuilt exact replacements. All rebuilt components shall meet Caterpillar specifications. Contractor shall refer to the Caterpillar's reusability publications to determine if a component is rebuildable and/or salvageable.

- a. After Cooler Temperature Regulator
- b. Pre-chamber Fuel Check Valves
- c. Oil Temperature Regulators
- d. Jacket Water Temperature Regulator
- e. Oil Cooler Temperature Regulator
- f. Head Gaskets
- g. Breather Elements
- h. All Gaskets and Seals removed

- i. Fuel Gas Regulator
- j. Turbochargers
- k. Waste Gate
- l. Cylinder Heads
- m. Pre-combustion Chamber
- n. Exhaust Bellows
- o. Actuators

AA. SPECIFICATION REQUIREMENTS FOR PRICING PAGE, SECTION 2, ITEM 1, IN FRAME OVERHAUL OF G3520 AT NORTH CITY WATER RECLAMATION PLANT

Contractor shall Includes all work and/or materials required for a Top End Overhaul plus items specified below.

1. COMPONENT INSPECTION

The following components, at a minimum, shall be cleaned, inspected, rebuilt and/or replaced, as required.

- a. After Cooler Core
- b. Compressor By-pass Valve
- c. Exhaust System
- d. Oil Pump
- e. Throttle
- f. Transformers and Extenders
- g. Varistor
- h. Windings
- i. Rotating Rectifier
- j. Oil Suction Screen
- k. Flexible Coupling

2. REBUILT/NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new or rebuilt exact replacements. All rebuilt components shall meet Caterpillar specifications. Contractor shall refer to the Caterpillar's reusability publications to determine if a component is rebuildable and/or salvageable.

- a. Turbochargers
- b. Starting Motor
- c. Prelube Pump
- d. Water Pump

- e. Oil Cooler
- f. Fuel Metering Valve

3. NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new components.

- a. Cylinder Heads Assemblies
- b. Cylinder Packs
- c. Water Temperature Regulators
- d. Connecting Rod Bearings
- e. Main Bearings
- f. Spark Plugs
- g. Fumes Disposal Filter Elements
- h. Replace all Gaskets, O-rings and Seals that were removed

**BB. SPECIFICATION REQUIREMENTS FOR PRICING PAGE, SECTION 2, ITEM 2,
IN FRAME OVERHAUL OF G3612 AT POINT LOMA WASTEWATER
TREATMENT PLANT**

Includes all work/material required for a Top End Overhaul plus items specified below.

1. COMPONENT INSPECTION

The following components, at a minimum, shall be cleaned, inspected, and repaired, as required.

- a. After Cooler
- b. Oil Cooler
- c. Prelube Pump
- d. Spark Plug Transformer
- e. Cylinder Liners
- f. Pistons

2. REBUILT/NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new or rebuilt exact replacements. All rebuilt components shall meet Caterpillar specifications. Contractor shall refer to the Caterpillar's reusability publications to determine if a component is rebuildable and/or salvageable.

- a. Fuel Gas Regulator
- b. Turbochargers
- c. Cylinder heads
- d. Jacket Water Pump
- e. Gas Admission Valves
- f. Vibration Damper
- g. Waste Gate
- h. Oil Pump for Hydrax System
- i. Engine Oil Pump

j. Actuators

3. NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new components.

- a. Cylinder Heads Gaskets
- b. Prechamber Fuel Check Valves
- c. Oil Temperature Regulators
- d. Water Temperature Regulators
- e. Connecting Rod Bearings
- f. Crankshaft Seals
- g. Exhaust Shields
- h. Main Bearings
- i. Piston Rings
- j. All Gaskets and Seals removed
- k. Pre-combustion Chambers and Body
- l. Thermocouples and Burn Time Cables
- m. Spark Plugs and Extensions
- n. Crankshaft Seals (Duplicate see "f")

BB. SPECIFICATION REQUIREMENTS FOR PRICING PAGE, SECTION 2, ITEM 3 IN FRAME OVERHAUL OF G3612 AT PUMP STATION 2

Includes all work/material required for a Top End Overhaul plus items specified below.

1. COMPONENT INSPECTION

The following components, at a minimum, shall be cleaned, inspected, and repaired, as required.

- a. After Cooler
- b. Oil Cooler
- c. Prelube Pump
- d. Spark Plug Transformer
- e. Cylinder Liners
- f. Pistons

2. REBUILT/NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new or rebuilt exact replacements. All rebuilt components shall meet Caterpillar specifications. Contractor shall refer to the Caterpillar's reusability publications to determine if a component is rebuildable and/or salvageable.

- a. Fuel Gas Regulator
- b. Turbochargers
- c. Cylinder Heads
- d. Jacket Water Pump
- e. Actuators
- f. Gas Admission Valves
- g. Vibration Damper
- h. Waste Gate
- i. Oil Pump for Hydrax System
- j. Engine Oil Pump

3. NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new components.

- a. Cylinder Heads Gaskets
- b. Prechamber Fuel Check Valves
- c. Oil Temperature Regulators
- d. Water Temperature Regulators
- e. Connecting Rod Bearings
- f. Crankshaft Seals
- g. Exhaust Shields
- h. Main Bearings
- i. Piston Rings
- j. All Gaskets and Seals removed
- k. Pre-combustion Chambers and Body
- l. Thermocouples and Burn Time Cables
- m. Spark plugs & extensions
- n. Crankshaft Seals (duplicate see "f")

**CC. SPECIFIC REQUIREMENTS FOR PRICING PAGE SECTIONS 3, ITEM 1,
MAJOR OVERHAUL OF G3612AT POINT LOMA WASTEWATER
TREATMENT PLANT**

Includes all work/material required for a Top End Overhaul and Inframe Overhaul plus items specified below.

1. COMPONENT INSPECTION

The following components, at a minimum, shall be cleaned, inspected, and repaired, as required.

- a. Camshafts
- b. Connecting Rods
- c. Crankshaft
- d. Prelube Pump
- e. Gear Train Bearings

2. REBUILT/NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new or rebuilt exact replacements. All rebuilt components shall meet Caterpillar specifications. Contractor shall refer to the Caterpillar's reusability publications to determine if a component is rebuildable and/or salvageable.

- a. Fuel Gas Regulator
- b. Turbochargers
- c. Inlet Air Piping
- d. Cylinder Heads
- e. Water Pumps
- f. Pistons
- g. Waste Gate
- h. Vibration Dampers
- i. Camshaft Lifters
- j. Exhaust Manifolds

3. NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new components.

- a. Actuator
- b. Cylinder Heads Gaskets
- c. Prechamber Fuel Check Valves
- d. Oil Temperature Regulators
- e. Water Temperature Regulators
- f. Connecting Rod Bearings
- g. Crankshaft Seals
- h. Cylinder Liners
- i. Exhaust Shields
- j. Main Bearings
- k. Piston Rings
- l. After Cooler
- m. All Gaskets and Seals removed
- n. Pre-combustion Chambers and Body
- o. Thermocouples and Burn Time Cables
- p. Spark Plugs and Extensions
- q. Camshaft Bearings
- r. Engine Oil Pump
- s. Oil Pump for Hydrax System

DD. SPECIFIC REQUIREMENTS FOR PRICING PAGE, SECTIONS 3 , ITEM 2, MAJOR OVERHAUL OF G3612 AT PUMP STATION 2

Includes all work/material required for a Top End Overhaul and Inframe Overhaul plus items specified below.

1. COMPONENT INSPECTION

The following components, at a minimum, shall be cleaned, inspected, and repaired, as required.

- a. Camshafts
- b. Connecting Rods
- c. Crankshaft
- d. Prelube Pump
- e. Gear Train Bearings

2. REBUILT/NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new or rebuilt exact replacements. All rebuilt components shall meet Caterpillar specifications. Contractor shall refer to the Caterpillar's reusability publications to determine if a component is rebuildable and/or salvageable.

- a. Fuel Gas Regulator
- b. Turbochargers
- c. Inlet Air Piping
- d. Cylinder Heads
- e. Water Pumps
- f. Pistons
- g. Waste Gate
- h. Vibration Dampers
- i. Camshaft Lifters
- a. Exhaust Manifolds

3. NEW COMPONENT REPLACEMENT

The following components, at a minimum, shall be replaced with new components.

- a. Actuator
- b. Cylinder Heads Gaskets
- c. Prechamber Fuel Check Valves
- d. Oil Temperature Regulators
- e. Water Temperature Regulators
- f. Connecting Rod Bearings
- g. Crankshaft Seals
- h. Cylinder Liners
- i. Exhaust Shields
- j. Main Bearings
- k. Piston Rings
- l. After Cooler
- m. All Gaskets and Seals removed
- n. Pre-combustion Chambers and Body
- o. Thermocouples and Burn Time Cables
- p. Spark Plugs & Extensions
- q. Camshaft Bearings
- r. Engine Oil Pump
- s. Oil Pump for Hydrax System

EE. ALL GASKETS AND SEALS REMOVED SPECIFICATION REQUIREMENTS FOR SECTION 4, ITEM 1, GENERATOR OVERHAUL AND INSPECTION FOR MODEL NO. A251710006, G3612 AT POINT LOMA WASTEWATER TREATMENT PLANT

The following services at a minimum shall be performed to overhaul and inspect items listed in Section 4.

- a. Disassemble generator and remove rotor.
- b. Visually inspect windings physical damage, inspect the CT (current transformer) and wiring insulation damage.
- c. Measure insulation resistance to ground on all windings (main rotating assembly, stator assembly, exciter armature assembly, exciter and PMG (permanent magnet generator) stationary fields).
- d. Clean generator windings using low-pressure compressed air (Maximum 10 psig) and solvent approved by Kato, the generator manufacturer.
- e. Inspect rotor shaft bearing for wear and scoring.
- f. Replace bearing, bearing liners, oil seals and oil.
- g. Reassemble and check all electrical connections for tightness.
- h. Check operations of the space heaters after installation.
- i. Submit report of measurement findings.
- j. Align generator with the engine using laser alignment tool and submit final alignment reading.

FF. SPECIFIC REQUIREMENTS FOR PRICING PAGE, SECTION 4, ITEMS 2, 3 AND 4, GENERATOR OVERHAUL AND INSPECTION OF MODEL NO. SR4

The following services not limited to, and at a minimum as listed below shall be performed to overhaul and inspect items listed in Section 4 of the Pricing Pages.

- a. Disassemble generator and remove rotor.
- b. Visually inspect windings, diodes and varistor for physical damage, inspect the CT (current transformer) and wiring insulation for damage.
- c. Measure insulation resistance to ground on all windings (main rotating assembly, stator assembly, exciter armature assembly, exciter and PMG (permanent magnet generator) stationary fields).

- d. Clean, dip and bake recheck the insulation resistance.
- e. Inspect rotor shaft bearing for wear and scoring.
- f. Replace generator bearings.
- g. Reassemble and check all electrical connections for tightness.
- h. Check operations of the space heaters after installation.
- i. Submit report of measurement findings.
- j. Align generator with the engine using laser alignment tool and submit final alignment reading.

A. PRICING PAGE

IV. PRICING PAGE(S)

1. CITY'S ESTIMATED NEED.

A. SECTION 1 – TOP END OVERHAUL

*Calculation of Column (D) = ("Calendar Days to Perform Work" X "Cost of Downtime to the City") X "Est Qty"

**Calculation of "Calendar Days to Perform the Work" shall be based on a minimum twelve (12) hour on-site work day, six (6) days per week, Monday through Saturday; and shall also include weekly two (2) hour status/safety meeting with all involved personnel. Failure to perform the work in the number of "Calendar Days to Perform the Work" provided by the Contractor in this pricing page may result in Liquidated Damages, see Liquidated Damages clause. Failure to submit the number of "Calendar Days to Perform the Work" may be cause for the bid to be deemed non-responsive.

SECTION 1 – TOP END OVERHAUL

Item #	Est. Qty (A)	U/M	Description	Unit Cost (B)	Extended Unit Cost (C) = (A) x (B)	Cost of Equipment Downtime (D)	Total Extended Cost (E) = (C)+(D)
1	1	Year	On as needed basis if City Personnel is not available to perform the Top End Overhaul - G3520 Engine located at North City Water Reclamation Plant **Calendar Days to Perform the Work: 12	\$ 125,052	\$ 125,052.00	\$ 33,600.00	\$ 158,652.00
2	2	Year	Cost of Down Time to the City: \$2,800 per Day On as needed basis if City Personnel is not available to perform the Top End Overhaul - G3612 Engines (2) located at Point Loma Wastewater Treatment Plant **Calendar Days to Perform the Work: 28 Cost of Down Time to the City: \$4,100 per Day	\$ 252,595	\$ 505,190.00	\$ 229,600.00	\$ 734,790.00

Item #	Est Qty (A)	U/M	Description	Unit Cost (B)	Extended Unit Cost (C) = (A x B)	Cost of Equipment Downtime (D)	Total Extended Cost (E) = (C + D)
3	2	Year	On as needed basis if City Personnel is not available to perform the Top End Overhaul - G3612 Engines (2) located at Pump Station 2 **Calendar Days to Perform the Work: 28 Cost of Downtime to the City: \$4,300 per Day	\$ 252,595	\$505,190.00	\$ 240,800.00	\$ 745,990.00
TOTAL SECTION 1							\$ 1,639,432.00

SECTION 2 - IN FRAME OVERHAUL (INCL UDES ALL WORK/MATERIAL REQUIRED FOR A TOP END OVERHAUL PLUS ITEMS FOR AN IN FRAME OVERHAUL)

*Calculation of Column (D) = ("Calendar Days to Perform Work" X "Cost of Downtime to the City") X "Est Qty"

**Calculation of "Calendar Days to Perform the Work" shall be based on a minimum twelve (12) hour on-site work day, six (6) days per week, Monday through Saturday; and shall also include weekly two (2) hour status/safety meeting with all involved personnel. Failure to perform the work in the number of "Calendar Days to Perform the Work" provided by the Contractor in this pricing page may result in Liquidated Damages, see Liquidated Damages clause. Failure to submit the number of "Calendar Days to Perform the Work" may be cause for the bid to be deemed non-responsive.

SECTION 2 - IN FRAME OVERHAUL (INCLUDES ALL WORK / MATERIAL REQUIRED FOR A TOP END OVERHAUL PLUS ITEMS FOR AN IN FRAME OVERHAUL)

Item #	Test Annual (A)	U/M	Description	Unit Cost (B)	Extended Unit Cost (C) = (A x B)	Cost of Equipment Downtime (D)	Total Extended Cost (E) = (C + D)
1	2	Year	On as needed basis if City Personnel is not available to perform the In Frame Overhaul - G3520 Engine located at North City Water Reclamation Plant. Bi-annual repair. **Calendar Days to Perform the Work: 42 Cost of Down Time to the City: \$2,800 per Day	\$ 225, 906	\$451, 812.00	\$117, 600.00	\$569, 412.00
2	4	Year	On as needed basis if City Personnel is not available to perform the In Frame Overhaul - G3612 Engines (2) located at Point Loma Wastewater Treatment Plant. Bi-annual repair. **Calendar Days to Perform the Work: 120 Cost of Down Time to the City: \$4,100 per Day	\$ 318, 670	\$1, 274, 680.00	\$492, 000.00	\$1, 766, 680.00
3	6	Year	On as needed basis if City Personnel is not available to perform the In Frame Overhaul - G3612 Engines (2) located at Pump Station 2. Tri-annual repair. **Calendar Days to Perform the Work: 180 Cost of Down Time to the City: \$4,300 per Day	\$ 318, 670	\$1, 912, 020.00	\$774, 000.00	\$2, 686, 020.00
TOTAL SECTION 2							\$5, 022, 112.00

SECTION 3 – ENGINE / GENERATOR OVERHAUL AND INSPECTION

Item #	Est Qty (A)	U/M	Description	Unit Cost (B)	Total Extended Cost (A) = (C*E)
1	2	EA	Generator Overhaul and Inspection Model No. A251710006, G3612, located at Point Loma Wastewater Treatment Plant (2)	\$ 92,406.00	\$ 184,812.00
2	2	EA	Generator Overhaul and Inspection Model No. SR-4B, D3512, located at Point Loma Wastewater Treatment Plant (1)	\$ 38,375.00	\$ 76,750.00
3	8	EA	Generator Overhaul and Inspection Model No. SR-4B, D3516, at various locations: Pump Station 1 (2), Pump Station 64 (2), Pump Station 65 (1), Pump Station Penasquitos (1), North City Water Reclamation Plant (1), South Bay Water Reclamation Plant (1)	\$ 65,302.00	\$ 522,416.00
4	1	EA	Generator Overhaul and Inspection Model No. SR4, G3520 located at North City Water Reclamation Plant (1)	\$ 95,900.00	\$ 95,900.00
TOTAL SECTION 3					\$ 879,878.00

SECTION 4 A – AS NEEDED ADDITIONAL LABOR AND TESTING

This section is for as needed additional labor and testing to cover, but not be limited to repairs, trouble shooting, and other services needed to assist City of San Diego Service Technicians for the twenty two 22 engine/generator sets listed in Section III, paragraph A. In addition, this section includes the cost per hour of additional labor required for "above and beyond pricing adjustments" as specified in Section II, paragraph B(3).

*Includes premium time, over time, transportation/vehicle use, travel, and required tools/equipment.

SECTION 4A- AS NEEDED ADDITIONAL LABOR AND TESTING

Item #	Est. Qty. (A)	Unit Cost (B)	Description	Unit Cost (B)	Total Extended Cost (C) = (A x B)
1	200	HR	<u>Laborer/Technician</u> Cost for as-needed labor of apprentice level technician, per person, per hour, portal to portal, to support Service Technician and/or Service Engineer To cover all 22 engine/generator sets at various locations listed in Section III, paragraph A	\$ 126.00 Hawthorne Published Labor Rate as of 1/1/2015	\$ 25,200.00
2	200	HR	<u>Service Technician</u> Cost for as-needed labor of Caterpillar certified service technician, per person, per hour, portal to portal. Technician shall have experience in all aspects of engine trouble shooting, repair, and maintenance for 3,600 and 3,500 series gas and diesel engines To cover all 22 engine/generator sets at various locations listed in Section III, paragraph A	\$ 126.00 Hawthorne Published Labor Rate as of 1/1/2015	\$ 25,200.00
3	100	HR	<u>Service Engineer</u> Cost for as-needed labor of the Caterpillar certified Service Engineer, per person, per hour, portal to portal. Engineer shall have experience in all degrees of engine trouble shooting, repair, and maintenance including Control systems, programmable logic controllers and data system interfaces for 3,600 and 3,500 series Gas and Diesel Engines To cover all 22 engine/generator sets at various locations listed in Section III, paragraph A	\$ 176.00 Hawthorne Published Labor Rate as of 1/1/2015	\$ 17,600.00
<p>***NOTE*** Hawthorne current published labor rates will be provided to the City of San Diego on annual basis and will be utilized for every individual year under the five (5) year contract.</p>					\$68,000.00
TOTAL SECTION 4A					

SECTION 4 B – AS NEEDED ADDITIONAL LABOR AND TESTING FOR EMERGENCIES

This section is for as needed additional labor and testing to cover, but not be limited to emergency repairs, trouble shooting, and other services needed to assist City of San Diego Service Technicians for the twenty two 22 engine/generator sets listed in Section III, paragraph A. In addition, this section includes the cost per hour of additional labor required for “above and beyond pricing adjustments” as specified in Section II, paragraph B(3).

SECTION 4 B – AS NEEDED ADDITIONAL LABOR AND TESTING FOR EMERGENCIES

Item #	Est Qty (A)	Unit Cost (B)	Description	Unit Cost (B)	Total Extended Cost (C) = (A x B)
1	200	HR	<u>Laborer/Technician</u> Cost for as-needed emergency labor of apprentice level technician, per person, per hour, portal to portal, to support Service Technician and/or Service Engineer To cover all 22 engine/generator sets at various locations listed in Section III, paragraph	\$ 126.00 Hawthorne Published Labor Rate as of 1/1/2015	\$ 25,200.00
2	200	HR	<u>Service Technician</u> Cost for as-needed emergency labor of Caterpillar certified service technician, per person, per hour, portal to portal. Technician shall have experience in all aspects of engine trouble shooting, repair, and maintenance for 3,600 and 3,500 series gas and diesel engines To cover all 22 engine/generator sets at various locations listed in Section III, paragraph A	\$ 126.00 Hawthorne Published Labor Rate as of 1/1/2015	\$25,200.00

Item #	Est. Qty. (A)	Unit Cost (B)	Description	Unit Cost (B)	Total Extended Cost (C) = (A x B)
3	100	HR	<u>Service Engineer</u> Cost for as-needed emergency labor of the Caterpillar certified Service Engineer, per person, per hour, portal to portal. Engineer shall have experience in all degrees of engine trouble shooting, repair, and maintenance including Control systems, programmable logic controllers and data system interfaces for 3,600 and 3,500 series Gas and Diesel Engines To cover all 22 engine/generator sets at various locations listed in Section III, paragraph A	\$ 176.00 Hawthorne Published Labor Rate as of 1/1/2015	\$ 17,600.00
NOTE Hawthorne current published labor rates will be provided to the City of San Diego on an annual basis and will be utilized for every individual year under the five (5) year contract.					TOTAL SECTION 4B \$68,000.00

SECTION 5 - AS NEEDED CATERPILLAR OR CATERPILLAR AFFILIATE PARTS

Item #	Est. Annual Qty. (A)	U/M	Description	Unit Cost (B)	Extended Unit Cost (C) = (A X B)	Cost of Equipment Downtime (D)*	Total Extended Cost (E) = (C+D)
1	26	Each	Cylinder Head - Estimated weight 430 lbs each Part Name: Head GP Cyl; Part No. 10R-1602	\$ 4023.69	\$104,615.94	\$N/A	\$ 104,615.94
2	28	Each	Cylinder Head - Estimated weight 450 lbs each Part Name: Head GP Cyl; Part No. 10R-1495	\$ 4034.10	\$112,954.80	\$ N/A	\$ 112,954.80

Item #	Est. Annual Qty. (A)	U/M	Description	Unit Cost (B)	Extended Unit Cost (C) = (A) x (B)	Cost of Equipment Downtime (D) x (B)	Total Extended Cost (E) = (C) + (D)
3	22	Each	Cylinder Head - Estimated weight 124 lbs each Part Name: Head G Cyl; Part No. 20R-3552	\$901.84	\$19,840.48	\$ N/A	\$ 19,840.48
4	52	Each	Oil Filter - Estimated weight 3.5 lbs each Part Name: Filter A Lub; Part No. 275-2604	\$31.36	\$1630.72	\$ N/A	\$1,630.72
5	84	Each	Oil Filter - Estimated weight 3.7 lbs each Part Name: Element A; Part No. 179-1502	\$34.99	\$2939.16	\$ N/A	\$2,939.16
6	33	Each	Filter Element - Estimated weight 2.4 each Part Name: Element AS ; Part No. 1R-0726	\$36.31	\$1,198.23	\$N/A	\$1,198.23
7	55	Each	Filter Element - Estimated weight 0.9 lbs each Part Name: Element AS ; Part No. 1R-0756	\$21.92	\$1,205.60	\$ N/A	\$1,205.60
8	88	Each	Air Filter - Estimated weight 29.2 lbs each Part Name: Element AS ; Part No. 105-9741	\$401.99	\$35,375.12	\$N/A	\$35,375.12
9	20	Each	Air Filter - Estimated weight 12.8 lbs each Part Name: Element AS-P ; Part No. 208-9065	\$293.39	\$5,867.80	\$N/A	\$ 5,867.80

Item #	Est Annual Qty (A)	U/M	Description	Unit Cost (B)	Extended Unit Cost (C) = (A)X(B)	Cost of Equipment Depreciation (D)	Total Extended Cost (E) = (C)+(D)
10	20	Each	Air Filter - Estimated weight 2.6 lbs each Part Name: Element AS-S ; Part No. 208-9066	\$212.65	\$4,253.00	\$ N/A	\$4,253.00
11	58	Each	Bellow - Estimated weight 18 lbs each Part Name: Bellows AS ; Part No. 206-0406	\$846.60	\$49,102.80	\$ N/A	\$49,102.80
12	24	Each	Bellow -Estimated weight 4.7 lbs each Part Name: Bellow AS ; Part No. 264-5140	\$1116.98	\$26,807.52	\$ N/A	\$26,807.52
13	836	Each	Spark Plug - Estimated weight .3 lbs each Part Name: Plug-Spark; Part No. 243-4291	\$120.00	\$100,320.00	\$ N/A	\$100,320.00
14	735	Each	Check Valve - Estimated weight .3 lbs each Part Name: Valve AS-CHE; Part No. 253-0857	\$359.21	\$264,019.35	\$ N/A	\$264,019.35
15	96	Each	Body AS - Ignition Chamber - Estimated weight 9.9 lbs each Part Name: Body AS-IGNI; Part No. 173-7663	\$1633.81	\$156,845.76	\$ N/A	\$156,845.76
16	96	Each	PreChamber - Estimated weight 2.3 lbs each Part Name: PreChamber A; Part No. 125-3848	\$1350.98	\$129,694.08	\$ N/A	\$129,694.08
17	10	Each	Housing - Estimated weight 16.6 lbs each Part Name: Housing AS; Part No. 119-5930	\$936.59	\$9,365.90	\$ N/A	\$9,365.90

Item #	Est. Annual Qty. (A)	U/M	Description	Unit Cost (B)	Extended Unit Cost (C) = (A X B)	Cost of Equipment Downtime (D)*	Total Extended Cost (E) = (C+D)
18	10	Each	Shaft – Estimated weight 1.1 lbs each Part Name: Shaft; Part No. 119-5927	\$954.86	\$ 9,548.60	\$ N/A	\$ 9,548.60
19	52	Each	Gasket – Estimated weight 0.9 lbs each Part Name: Gasket-Comb; Part No. 143-2878	\$108.05	\$ 5,618.60	\$ N/A	\$ 5,618.60
20	20	Each	Actuator – Estimated weight 6.0 lbs each Part Name: Actuator GP, Part No. 211-8175	\$2833.13	\$ 56,662.60	\$ N/A	\$ 56,662.60
21	142	Each	Gasket – Estimated weight 14.2 lbs each Part Name: Gasket; Part No. 7E-1630	\$1.97	\$279.74	\$ N/A	\$ 279.74
22	8	Each	Regulator – Estimated weight 4.0 lbs each Part Name: Regulator; Part No. 6I-4953	\$48.48	\$387.84	\$ N/A	\$387.84
23	3	Each	Pump, Jacket Water – Estimated weight 402.0 lbs each Part Name: Water Pump; Part No. OR-3764	\$2952.61	\$8,857.83	\$ N/A	\$ 8,857.83
<p>***NOTE*** Section five (5) parts pricing reflects current "Caterpillar Manufacture List" price effective January 1st 2015. Caterpillar Corporation parts pricing adjustment takes place biannually every January and July 1st of each year. All Caterpillar parts pricing under this five (5) year contract will reflect current "Caterpillar Manufacture List" price from the date of order. Caterpillar published price list will be supplied in accordance with section "G" of this contract.</p>							\$1,107,391.47
<p>TOTAL SECTION 5</p>							\$8,784,813.47
<p>TOTAL SECTIONS 1-5</p>							

Discount off of Caterpillar or Caterpillar affiliate parts that are not covered under sections 1-4:

During the term of this contract, pricing for parts that are not covered under Sections 1-4 shall be calculated using the most recent published manufacturer's price list. A copy of the most recent published manufacturer's price list shall be furnished immediately to the City Department upon request and at no cost to the City. A blank space left below will be interpreted to mean that Bidder is offering the City pricing for parts with a zero (0) discount, equal to the manufacturer's list price. This information will not be included in the award evaluation.

_____ %

2. Discounts. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item.

3. Prices Submitted or Corrected. All prices and notations must be written in ink or typed. Responses must be free of erasures. Corrections must be initialed in ink by the person signing the bid.

4. Manufacturer's Price List. Bidders must submit a current manufacturer's price list with the bid.

5. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

6. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

7. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

8. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

IV. CONTRACT

A. Contract Documents. The following documents comprise the Contract between the City and Contractor: this ITB and Cover Sheet; the successful bid; the Notice of Intent to Award; the City's written acceptance of exceptions or clarifications to the ITB, if any; and the City's General Contract Terms and Provisions.

B. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor will provide any goods and/or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

C. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st This ITB and Cover Sheet
- 2nd The City's written acceptance of any exceptions to clarifications to the ITB, if any
- 3rd Specifications and any addenda thereto
- 4th Contractor's Pricing Page(s)
- 5th All sections of the ITB not identified above
- 6th City's General Contract Terms and Provisions

D. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

E. Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

**CORE CHARGES incurred from
IN FRAME/TOP END OVERHAULS
performed by City Staff**

Date: _____

Please reference the following:

PO#: _____

Invoice#: _____

	Number of Cylinder Heads Given to Vendor (City Staff to complete this column)	Cylinder Head Condition (Vendor to complete this column)	
		Number Approved	Number Disapproved
1. Point Loma Wastewater Treatment Plant, G3612, for engine #1			
2. Point Loma Wastewater Treatment Plant, G3612, for engine #2			
3. Pump Station 2, G3612, for engine #1			
4. Pump Station 2, G3612, for engine #2			
5. North City Water Reclamation, G3520			

City Staff Name: _____
Print Name/Signature/Date

Vendor Name (receiving parts): _____
Print Name/Signature/Date

ORIGINAL

EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Hawthorne Machinery Co., dba Hawthorne Power Systems
Company Address: 16945 Camino San Bernardo
San Diego, CA 92127
Contact Name: Brian Lathrem
Contact Phone: (858) 503-6612
Contact Email: blathrem@hawthornecat.com

CONTRACT INFORMATION

Contract Title: Furnish the City of San Diego with Tech'l Svcs and Parts for Caterpillar Eng Generators and Switch Gears
Contract Number (if no number, state location): San Diego/Miramar Landfill
Start Date:
End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.* *Registered domestic partners
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Sue Shaw, Corp. HR Manager

Name/Title of Signatory

Signature

3/27/15

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved - Reason:

ATTACHMENT

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Hawthorne Machinery Co., dba Hawthorne Power Systems

Certified By Paul Dombrowski Title Assoc. Corp. Counsel
Name

Paul Dombrowski Date 3-27-15
Signature

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

A. BID/PROPOSAL/SOLICITATION TITLE:

Furnish the City of San Diego with Technical Services and Parts for Caterpillar Engine Generators and Switch Gears

B. BIDDER/PROPOSER INFORMATION:

Table with 4 columns: Field, City, State, and other details. Rows include Legal Name (Hawthorne Machinery Co.), Street Address (16945 Camino San Bernardo), and Contact Person, Title (Brian Lathrem).

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes No (with checked box)

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes No (with checked box)

If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: 02 / 14 / 1949 State of incorporation: CA

List corporation's current officers: President: Tee K. Ness, Vice Pres: David K. Ness, Secretary: Stephen E. Wittman, Treasurer: Paul Dombrowski (Asst. Treasurer)

Is your firm a publicly traded corporation? **Yes** (**No**)

If **Yes**, name those who own ten percent (10 %) or more of the corporation's stocks:

Limited Liability Company Date formed: ___/___/___ State of formation: _____

List names of members who own ten percent (10%) or more of the company:

Partnership Date formed: ___/___/___ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: ___/___/___

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: ___/___/___

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes **No**

If **Yes**, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes **No**

If **Yes**, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors? NO

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Comerica Bank

Point of Contact: John Cardoso

Address: 350 Tenth Ave., Suite 700, San Diego, CA 92101

Phone Number: (619) 652-5775

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: Fortistar

Contact Name and Phone Number: Bob Rodebaugh, (716) 439-1283

Contact Email: brodegaugh@fortistar.com

Address: Prima Landfill, 32250 La Pata Ave., San Juan Capistrano, CA 92675

Contract Date: _____

Contract Amount: _____

Requirements of Contract: Provide repairs and overhauls on Cat 3600 Series engines

Company Name: Kyocera

Contact Name and Phone Number: John Tanaka, (858) 576-2702

Contact Email: john.tanaka@kyocera.com

Address: 8611 Balboa Ave., San Diego, CA 92123

Contract Date: _____

Contract Amount: _____

Requirements of Contract: Provide maintenance and overhauls on Cat 3500 series engines

I. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

J. STATEMENT OF SUBCONTRACTORS:

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: Ace Radiator: On Olsen Inc.

Contact Name and Phone Number: Leticia Silva

Contact Email: letty@aceradiator.sdcoxmail.com

Address: 1836 National Ave., San Diego, CA 92113

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: Provide radiator replacement, cleaning and repair

What portion of work will be assigned to this subcontractor: 5%

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: _____

Contact Name and Phone Number: _____

Contact Email: _____

Address: _____

Contract Date: _____

Sub-Contract Dollar Amount: _____

Requirements of Contract: _____

What portion of work will be assigned to this subcontractor: _____

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

K. STATEMENT OF AVAILABLE EQUIPMENT:

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: G3600 Engine Tool group

Owned Rented Other (explain below)

If Owned, Quantity Available: (2) complete tool groups

Year, Make & Model: 1995 CAT Tool Group and 2009 CAT tool Group

Explanation: Tool group for assembly and disassembly of CAT G3612 engines

Equipment Description: 3500 CAT Engine Tool Group

Owned Rented Other (explain below)

If Owned, Quantity Available: (2) complete sets

Year, Make & Model: 1999 Tool Group and 2007 Tool group

Explanation: Tool group for assembly and disassembly of CAT 3500 engines

Equipment Description: Field Service Trucks

Owned Rented Other (explain below)

If Owned, Quantity Available: 23 Field Service Trucks

Year, Make & Model: Varied -1999 to 2014 Ford, Chevrolet, IH, Freightliner

Explanation: Field trucks to perform on-site repairs of engines.

L. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated 03 / 27 / 15.

Complete all questions and sign below.

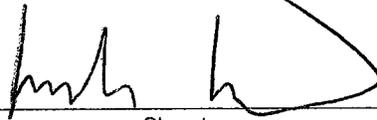
Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Corbaci



March, 27, 2015

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

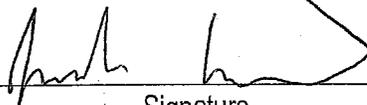
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

N/A

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Corbaci, Product Support GM

Print Name, Title



Signature

March 27, 2015

Date



City of San Diego
EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue • Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Hawthorne Machinery Co.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 16945 Camino San Bernardo

City: San Diego County: /San Diego State: CA Zip: 92127

Telephone Number: (858) 674-7000 Fax Number: (858) 674-7170

Name of Company CEO: Tee K.Ness

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: Caterpillar Inc. Dealer Type of License: C-10

The Company has appointed: Tee K.Ness

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 16945 Camino San Bernardo, San Diego, CA 92127

Telephone Number: (858) 674-7000 Fax Number: (858) 674-7160

One San Diego County (or Most Local County) Work Force - Mandatory

Branch Work Force * Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Hawthorne Machinery Co.

(Firm Name)

San Diego, CA hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 27th day of March, 2015



(Authorized Signature)

Tee K. Ness, President/CEO

(Print Authorized Signature Name)

ATTACHMENT

NAME OF FIRM: Hawthorne Machinery Co. DATE: 3/27/15

OFFICE(S) or BRANCH(ES): _____ COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	0	6	0	3	3	2	0	-	-	38	5	0	0
Professional	0	0	3	1	0	1	0	0	-	-	12	3	0	0
A&E, Science, Computer	0	0	0	0	3	0	0	0	-	-	2	0	0	1
Technical	0	0	0	0	0	0	0	0	-	-	2	0	0	0
Sales	0	0	4	2	0	0	1	0	-	-	18	0	0	0
Administrative Support	2	0	12	2	0	3	1	2	-	-	10	15	3	3
Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Crafts	4	0	17	0	1	0	0	0	-	-	62	1	2	0
Operative Workers	0	0	7	0	0	0	0	0	-	-	8	0	1	0
Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Laborers*	1	0	9	1	0	0	0	0	-	-	18	1	2	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	8	0	58	6	7	7	4	2	-	-	170	25	8	4
--------------------	---	---	----	---	---	---	---	---	---	---	-----	----	---	---

Grand Total All Employees	299
---------------------------	------------

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	-	-	1	0	1	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Solicitation No.

ATTACHMENT

NAME OF FIRM: Hawthorne Machinery Co. DATE: 3/27/15

OFFICE(S) or BRANCH(ES): _____ COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees	
---------------------------	--

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one contractor to another, it is important that the data we receive from the Contractor firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations

Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers

ATTACHMENT

Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers

Equal Opportunity Contracting
 Goods/Services ITB
 Revised 10/8/14

Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade**Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Carpenters**Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

Electricians**Elevator Installers and Repairers****First-Line Supervisors/Managers**

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Hawthorne Power Systems

I. PRICING PAGE

SECTION 1

Item No.	Estimated Quantity	U/M	Description	Unit Price	Extension
1	2	5 year	On as needed basis if City Personnel is not available to perform the Top End Overhaul - G3520 Engine located at North City Water Reclamation Plant ** Calendar Days to Perform the Work: 36. Cost of Down Time to the City: \$2,800 per Day	\$ 125,052.00	\$ 250,104.00
2	6	5 year	On as needed basis if City Personnel is not available to perform the Top End Overhaul - G3520 Engine located at North City Water Reclamation Plant ** Calendar Days to Perform the Work: 84. Cost of Down Time to the City: \$4,100 per Day	\$ 252,595.00	\$ 1,515,570.00
3	5	5 year	On as needed basis if City Personnel is not available to perform the Top End Overhaul - G3520 Engine located at North City Water Reclamation Plant ** Calendar Days to Perform the Work: 70. Cost of Down Time to the City: \$4,300 per Day	\$ 252,595.00	\$ 1,262,975.00
				\$	3,028,649.00

SECTION 2

Item No.	Estimated Annual Quantity	U/M	Description	Unit Price	Extension
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3	1	EA	Generator Overhaul and Inspection Model No. SR-4B, D3516, at various locations: Pump Station 1 (2), Pump Station 64 (2), Pump Station 65 (1), Pump Station Penasquitos (1), North City Water Reclamation Plant (1), South Bay Water Reclamation Plant (1)	\$ 65,302.00	\$ 65,302.00
4	1	EA	Generator Overhaul and Inspection Model No. SR4, G3520 located at North City Water Reclamation Plant (1)	\$ 95,900.00	\$ 95,900.00
				\$ 384,389.00	

SECTION
4A

Item No.	Estimated Annual Quantity	U/M	Description	Unit Price	Extension
1	200	HR	Laborer/Technician Cost for as-needed labor of apprentice level technician, per person, per hour, portal to portal, to support Service Technician and/or Service Engineer. To cover all 22 engine/generator sets at various locations listed in Section III, paragraph A	\$ 126.00	\$ 25,200.00
2	200	HR	Service Technician Cost for as-needed labor of Caterpillar certified service technician, per person, per hour, portal to portal. Technician shall have experience in all aspects of engine trouble shooting, repair, and maintenance for 3,600 and 3,500 series gas and diesel engines. To cover all 22 engine/generator sets at various locations listed in Section III, Paragraph A	\$ 126.00	\$ 25,200.00

3	100	HR	<p>Service Engineer Cost for as-needed emergency labor of the Caterpillar certified Service Engineer, per person, per hour, portal to portal. Engineer shall have experience in all degrees of engine trouble shooting, repair, and maintenance including Control Systems, programmable logic controllers and data system interfaces for 3,600 and 3,500 series Gas and Diesel Engines To cover all 22 engine/generator sets at various locations listed in Section III, paragraph A</p>	\$ 176.00	\$ 17,600.00
					<u>\$ 68,000.00</u>

SECTION 5

Item No.	Estimated Annual Quantity	U/M	Description	Unit Price	Extension
1	26	EA	Cylinder Head - Estimated weight 430 lbs each Part Name: Head GP Cyl; Part No. 10R-1602	\$ 4,023.69	\$ 104,615.94
2	28	EA	Cylinder Head - Estimated weight 450 lbs each Part Name: Head GP Cyl; Part No. 10R-1495	\$ 4,034.10	\$ 112,954.80
3	22	EA	Cylinder Head - Estimated weight 124 lbs each Part Name: Head G Cyl; Part No. 20R-3552	\$ 901.84	\$ 19,840.48
4	52	EA	Oil Filter - Estimated weight 3.5 lbs each Part Name: Filter A Lub; Part No. 275-2604	\$ 31.36	\$ 1,630.72
5	84	EA	Oil Filter - Estimated weight 3.7 lbs each Part Name: Element A; Part No. 1R-0726	\$ 34.99	\$ 2,939.16

17	10	EA	Housing - Estimated weight 16.6 lbs each Part Name: Housing AS; Part No. 119-5930	\$ 936.59	\$ 9,365.90
18	10	EA	Shaft - Estimated weight 1.1 lbs each Part Name: Shaft; Part No. 119-5927	\$ 954.86	\$ 9,548.60
19	52	EA	Gasket - Estimated weight 1.1 lbs each Part Name: Gasket-Comb Part No. 143-2878	\$ 108.05	\$ 5,618.60
20	20	EA	Actuator - Estimated weight 6.0 lbs each Part Name: Actuator GP; Part No. 211-8175	\$ 2,833.13	\$ 56,662.60
21	142	EA	Gasket - Estimated weight 14.2 lbs each Part Name: Gasket; Part No. 7E-1630	\$ 1.97	\$ 279.74
22	8	EA	Regulator - Estimated weight 4.0 lbs each Part Name: Regulator; Part No. 6I-4953	\$ 48.48	\$ 387.84
23	3	EA	Pump, Jacket Water - Estimated weight 402.0 lbs each Part Name: Water Pump; Part No. OR-3764	\$ 2,952.61	\$ 8,857.83
TOTAL SECTION A:				\$	1,107,391.47

\$ 7,020,261.47

Asbill-Gumbs, Beverly

From: Lester, Cheryl
Sent: Wednesday, June 24, 2015 8:57 AM
To: Asbill-Gumbs, Beverly
Cc: Galan, Pamela; Hening, Viviana
Subject: Approved: Hawthorne contract exception

Hi Beverly,

We have no issue with the exception to the Hawthorne contract regarding change orders. Please proceed then with the finalization of the contract document, unless there are any other loose ends. Let me know if you need any other decision or action from me.

As soon as the document is signed and approved as complete from Purchasing, we will start the 1472 process.
Thanks
Cheryl

From: Hiczewski, Steven
Sent: Wednesday, June 24, 2015 8:19 AM
To: Lester, Cheryl
Subject: RE: Hawthorne bid question

Hi Cheryl,
I have no issue with this modification on change orders from Hawthorne.

Steve Hiczewski
Senior Power Plant Supervisor
City of San Diego
Public Utilities Department- WWTD
Office: (619) 221-8748
Cell: (619) 889-5301
Email: shiczewski@saniego.gov

From: Lester, Cheryl
Sent: Wednesday, June 24, 2015 8:08 AM
To: Hiczewski, Steven
Subject: FW: Hawthorne bid question
Importance: High

Hi Steve...do you have any issue with this modification on change orders from Hawthorne? Last question and then we can get the contract moving through City council approvals.
Thanks
Cheryl

From: Asbill-Gumbs, Beverly
Sent: Tuesday, June 23, 2015 2:11 PM
To: Lester, Cheryl

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000008050
 DEPT. NO.: 2012

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: _____
 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: \$1,728,141.00

Vendor: Hawthorne Power Systems

Purpose: Authorization to execute a contract with Hawthorne Power Systems to provide technical services and parts for Caterpillar engine generators and switch gears for Wastewater Facilities in the Public Utilities Department.

Date: July 28, 2015 By: Pam Halbert *Pam Halbert*
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
SEE ATTACHMENT #1 FOR ACCOUNTING LINE DETAILS									\$1,728,141.00
TOTAL AMOUNT									\$1,728,141.00

FUND OVERRIDE