

**CITY OF CHULA VISTA
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
WITH GLOBAL POWER GROUP
TO PROVIDE EMERGENCY GENERATOR SERVICE MAINTENANCE**

This Agreement is entered into effective as of December 1, 2019 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and **GLOBAL POWER GROUP**, A California Corporation) (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the City of Chula Vista requires maintenance service on emergency generators in order to maintain service to the public during a power outage; and

WHEREAS, in order to procure these services, the Department of Public Works solicited bids on July 19, 2019, in accordance with Chula Vista Municipal Code Section 2.56160.A., received five bids; and

WHEREAS, Global Power was selected as the lowest responsive and responsible bidder.

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City

shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/subcontractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider's obligations under this Section 4 is Contractor/Service Provider's obligation to defend, at Contractor/Service Provider's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider's Obligations Not Limited or Modified. Contractor/Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider's obligations under this Section 4.

4.6 Survival. Contractor/Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind

Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

(End of page. Next page is signature page.)

SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

GLOBAL POWER GROUP

DocuSigned by:
Salvatore Martorana
47D190007F7E41A...
BY: _____
Salvador Martorana
President, Global Power Group, Inc

CITY OF CHULA VISTA

DocuSigned by:
Gary Halbert
0FC0EDFA0A854BE...
BY: _____
GARY HALBERT
CITY MANAGER

APPROVED AS TO FORM

DocuSigned by:
Michael McDonnell
FD76561E77CE458...
BY: _____ For
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Angelica Aguilar, Assistant Director of Public Works
1800 Maxwell Road
(619) 397-6088
aaguilar@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

GLOBAL POWER GROUP
12040 Woodside Avenue, Lakeside, CA, 92040
(619) 579-1221
contracts@gpgpower.com

For Legal Notice Copy to:

Contracts Administrator
12040 Woodside Avenue, Lakeside, CA, 92040
(619) 579-1221
contracts@gpgpower.com

2. Required Services

A. General Description:

Contractor/Service Provider will perform and furnish all work, materials, equipment, services, skill, and labor necessary to fully perform and complete emergency generator service maintenance in a good and workmanlike manner for all locations and equipment listed below, and any new locations and equipment placed in service during the duration of this contract in strict accordance with the Contract Documents.

B. Detailed Description:

Contractor/Service Provider will perform the tasks listed in this Scope of Work:

Emergency and Standby Power Systems (EPSS) Maintenance Procedures must adhere to NFPA 110 -2016 Chapter 8 "Routine Maintenance and Operational Testing". Please reference price sheet for complete list of address locations of generators.

The vendor will adhere to NFPA 110 – 2016 Figure A.8.3.1(a) "EPSS Maintenance Schedule" – Level 2 Frequency. Below is a partial list of items that illustrate the typical maintenance services requested by the

City. The complete and definitive maintenance schedule is listed in NFPA 110 – 2016 Figure A.8.3.1(a) “EPSS Maintenance Schedule” – Level 2 Frequency.

Summary of Service Schedule Requirements:

I. **Monthly:** Test all stationary generators performing a 30-minute operations “rotation” of each generator, completing necessary reports and documentation.

II. Quarterly / Semiannual:

- 1) Inspect overall appearance and condition of the equipment
- 2) Inspect and clean batteries, replenish electrolyte, record specific gravity
- 3) Inspect battery charger for proper operation, voltage and amperage
- 4) Inspect fuel tanks, record fuel level, inspect for water
- 5) Inspect engine for leaks, inspect fluid levels and top off if necessary
- 6) Inspect governor for proper operation
- 7) Inspect air filter(s)
- 8) Test coolant system and inspect level
- 9) Inspect block heater for proper operation
- 10) Inspect belts and hoses
- 11) Run the generator
 - a) Inspect gauges for proper function
 - b) Inspect engine controls for proper function
 - c) Inspect voltage, amperage and frequency
 - d) Inspect electronic and mechanical engine shutdowns
 - e) Inspect for abnormal vibration and noises
 - f) Maintain the on-site run log as required by APCD
- 12) Record ending hour meter reading on a work order and invoice

III. Annual Inspection:

- 1) Load bank the generator at 100% for two (2) hours for annually and four (4) hours every 3rd year.
- 2) Exercise automatic transfer switch, if so equipped
- 3) Change water filters, where used
- 4) Change engine oil, oil filters, and fuel filters if engine has run either more than 100 hours, or it has been more than two years since the engine oil was changed.
- 5) Take oil and coolant samples and send to testing laboratory, send a report copy to owner
- 6) Infrared inspection of associated electrical panels and transfer switches while generator is running

IV. General Requirements:

- 1) Vendor will maintain an EPSS Maintenance log as outlined in NFPA 110 – 2016 Figure A.8.3.1(b) “EPSS Maintenance log” – Level 2 Frequency.
- 2) Vendor will maintain an EPSS Maintenance log as outlined in NFPA 110 – 2016 Figure A.8.4.1(a) “EPSS Operations and Testing log”.
- 3) Technicians shall remove and dispose of all hazardous waste according to federal, state and local hazardous material handling regulations.
- 4) Vendor will maintain stationary generator fuel at a “Keep Full” service level. Red dye diesel will only be used for diesel generators. Fueling services will be invoiced separately from regularly scheduled service maintenance.
- 5) Prior to the award of a contract, the City of Chula Vista shall be allowed to inspect each vendor’s facility and equipment to ensure compliance with these specifications

- 6) Vendor to confirm each generator meets the APCD requirements defined in each unit's permit to operate and all applicable records and valid permits are posted at each generator for inspection. Any deficiency will be reported to the City Project Manager for resolution.
- 7) Vendor will provide an initial condition assessment of each Emergency and Standby Power System at the initiation of the contract.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin December 1, 2019 and end on June 30, 2022 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

As full compensation for and in consideration of Contractor's/Service Providers' performance of the Required Services in strict accordance with the Contract Documents and in consideration of the fulfillment of all of Contractor's/Service Provider's obligations under the Contract Documents, the City agrees to compensate Contractor/Service Provider in accordance with the bid prices stated on Contractor/Service Provider's Bid Form and re-stated below:

**CITY OF CHULA VISTA
GENERATOR MAINTENANCE**

Company Name:										
GENERATOR MAINTENANCE PRICING SHEET ATTACHMENT A										
ITEM NO.	EQUIP NO.	DEPT	YEAR/MAKE/MODEL	DESCRIPTION 1	DESCRIPTION 2	COMMENT	Monthly Each	Qtrly/Insp Each	Annual	TOTAL
CV Fire Department										
1	7703	15700	1993 KOHLER 30 KW	Fire Station #1	447 "F" St	Permitted	55x11		753	1358
2	7704	15700	1993 KOHLER 30 KW	Fire Station #2	80 E. "J" St.	Permitted	55x11		753	1358
3	7705	15700	1993 ONAN 5 KW	Fire Station #9	266 E. Oneida St.	Old STA 3	55x11		753	1358
4	7707	15700	1993 ONAN 15.0 KW	Fire Station #5, Nat Gas	391 Oxford St.	Fire Sta. 5	55x11		753	1358
5	7724	15700	2001 KOHLER 30 KW	Fire Station #3	1410 Brandywine	Permitted	55x11		753	1358
6	7726	15700	2002 ONAN 60DGCB	Fire Station #4	850 Paseo Rancho	Permitted	55x11		753	1358
7	7735	15700	2004 KOHLER 60RE02JB	Fire Station #6	605 Mt. Miguel Rd.	Permitted	55x11		753	1358
8	7736	15700	2004 DETROIT DIESEL 60DSEJB	Fire Station #7	1640 Santa Venetia St.	Permitted	55x11		753	1358
9	7742	15700	2007 ONAN 60DSEJB	Fire Station #8	1180 Woods Dr.	Permitted	55x11		753	1358
			SUBTOTAL							12,222.00
Primary Emergency Generators										
10	7721	16761	1985 KOHLER 230 KW	Maxwell #1 (Admin Bldg)	1800 Maxwell Rd.	Permitted	100x11		600	1700
11	7727	16761	2002 KOHLER 1000ROZD4	Maxwell #2 (Fuel Island)	1800 Maxwell Rd.	Permitted	188x11		1188	3256
12	7734	14221	2003 KOHLER 750DS4	Police Department HQ	315 "F" St.	Permitted	188x11		1125	3193
13	7746	16761	2006 ONAN 350 KW	Bldg. C, Civic Center	276 4th Ave.	Permitted	100x11		600	1700
14	7709	19100	1993 KOHLER 20 KW	Living Coast Discovery Center	1000 Gunpowder Road	NIC	100x11		500	1600
			SUBTOTAL							9849
Wastewater Pump Stations										
15	7715	16755	1993 WISCONSIN 5 KW	Parkside Dr Pump Sta #12 NGas	598 Parkside Dr.		0 80x4		210	530
16	7743	16755	2007 ONAN 60DGCB	Rolling Hills Pump Sta. #30	800 Agua Vista Dr.	Permitted	0 80x4		425	745
17	7750	16755	2010 GENERAC 135KW	"G" St Pump Sta.#2	890 "G" St.	Permitted	0 80x4		550	875
18	7751	16755	2010 KOHLER 30RE0ZJC	Surrey Place Pump Sta.#24	277 Surrey Place		0 80x4		350	670
19		16755	2012 KOHLER 30RE0ZJC	Hilltop Dr Pump Sta. #11	928 Hilltop	Non-Permitted	0 80x4		350	670
20		16755	2015 KOHLER 30RE0ZJC	Corral Ct.Pump Sta. #25	378 Corral Ct.	Non-Permitted	0 80x4		350	670
			SUBTOTAL							4155
Vehicle Mounted Generators										
21	3301.1	14241	2006 GENERAC GUARDIAN	Veh 3301 - 13517230	Trailer 3301	"F" St. Yard	0 55x4		100	320
22	29201.1	14221	2011 POWERTECH 25 KW	Veh 29201 - BC0070	PD Command Post	Police	0 55x4		100	320
23	3305.1	15700	2006 GENERAC GUARDIAN	Communications trailer		Fire	0 55x4		100	320
24	3311.1	15700	2007 ONAN 7HGJAE-1912C	Veh 3311	Gooseneck trailer	Fire	0 55x4		100	320
25	4528.1	15700	2018 Cummins Power 20RBAA-3576E	Tiller 4528	Fire Ladder Truck	Fire	0 55x4		100	320
26	4516.1	15700	Unknown, PTO driven	Truck 4516, US&R	Search & Rescue Truck	Fire	0 55x4		100	320
27	4515.1	15700	ONAN 7.5 HDKAL	Truck 4515	Ladder truck, Sta. 1	Fire	0 55x4		100	320
28	1629.1	1780289	2006 Generac 4700	Van 1629	Parks and Rec Van	Parks	0 55x4		100	320
29	2307.1	1670218	2006 Honda EV6010	Truck 2307	Graffiti Removal	Graffiti Removal	0 55x4		100	320
30	23102.1	1001000	2011 Onan 7HGJAB-2141E	Truck 23102	Animal Care Truck	Animal Care	0 55x4		100	320
31	23701.1	414764	2009 ONAN 7HGJAE-22132C	Truck 23701	WasteWater Van	Wastewater	0 55x4		100	320
32	23806.1	414764	2018 ONAN HGJAE	truck 23806	WasteWater Van	Wastewater	0 55x4		100	320
33	23807.1	414764	2018 ONAN HGJAE	Truck 23807	WasteWater Van	Wastewater	0 55x4		100	320
34	23901.1	1671226	2009 HONDA EG3500X	Truck 23901	Lift Station Truck	Lift Station	0 55x4		100	320
35	23902.1	1671226	2009 HONDA EG3500X	Truck 23902	Lift Station Truck	Lift Station	0 55x4		100	320
36	24201.1	1671226	2003 HONDA EB6500	Truck 24201	Lift Station Truck	Lift Station	0 55x4		100	320
37	24601.1	414764	2015 ONAN 7.5HDKAT-41934R	Truck 24601	WasteWater Van	Wastewater	0 55x4		100	320
38	2583.1	1672235	2002 ATLAS COPCO UNK	Truck 2583	Striping truck	Striping	0 55x4		100	320
39	29201.1	1451088	2011 POWER TECH PT25T-C	Mobile Police Command Post	Police	Police	0 55x4		100	320
40	3307.1	1451088	2005 ONAN 5.5HGJAE2131C	Mobile Police Command Post	Police	Police	0 55x4		100	320
41	4517.1	15700	2004 ONAN 7.5 HDKAL-1D	Fire Ladder Truck	Fire	Fire	0 55x4		100	320
			SUBTOTAL							6724

B. Reimbursement of Costs

Invoiced or agreed-upon amounts as follows:

Fuel costs to be invoiced based on fuel usage. For generator repair costs, contractor will provide cost estimate to City and upon approval of estimate will proceed with repairs.

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through 6/30/2022 shall not exceed \$150,000.

5. Special Provisions:

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for two additional terms, defined as a one-year increment. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in

Section 4 above may be increased by up to the annual CPI increase for the San Diego region for each extension. The City shall give written notice to Contractor/Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

Other: Describe Special Provisions:

DIR Registration. Contractor represents and warrants that it is registered with the Department of Industrial Relations (DIR) pursuant to California Labor Code (Labor Code) section 1725.5. Contractor may award or enter into a subcontract for work to be performed under this Agreement unless that subcontractor is registered with the DIR pursuant to Labor Code section 1725.5. The work to be performed under this Agreement is subject to compliance monitoring and enforcement by the DIR.

Prevailing Wages. Contractor and its subcontractors of every tier are required by the Contract Documents and Labor Code sections 1771 and 1774 to pay no less than the prevailing wages ("Prevailing Wage Rates") to persons employed by them to provide work under this Agreement. In accordance with the provisions of Section 1773 of the Labor Code, the City has ascertained the general prevailing wage scales are applicable to the work to be done under this Agreement. The prevailing wage scales are those determined by the DIR and can be found online at <http://www.dir.ca.gov/dlsr>. If Contractor intends to use a craft or classification not shown on the general prevailing wage rates determinations may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general wage rates determinations effective at the time of the call for bids.

A certified copy of the employee's payroll record shall be, upon request, furnished to City, the employee or his or her authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards, and as further provided by the Labor Code.

Non-Collusion Affidavit. Prior to commencing work or services under this Agreement, Contractor shall provide a fully executed and properly notarized Non-Collusion Affidavit, attached hereto and incorporated herein as Exhibit D.

Workers' Compensation Insurance Declaration. Prior to commencing work or services under this Agreement, Contractor shall provide a fully executed and properly notarized Workers' Compensation Insurance Declaration, attached hereto and incorporated herein as Exhibit E.

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: NONE

EXHIBIT C
CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**⁴ from disclosure.

B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES
(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure <i>(select one or more of the categories under which the Contractor shall file):</i> <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure, limited disclosure, or excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Angelica Aguilar, Public Works Department

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

**EXHIBIT D
NON-COLLUSION AFFIDAVIT**

To the City of Chula Vista, Director of Engineering & Capital Projects:

The undersigned, in submitting a bid for performing the following work by Contract being duly sworn, deposes and says:

That he/she has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding and has not accepted any deposit from any subcontractor or material supplier through any bid depository, the by-laws, rules, and regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material supplier, which is not processed through said bid depository, or which prevent any subcontractor or material supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository in connection with this Contract.

Business Address

Company

Place of Residence

Signature of Bidder

(Attach Proper Notarization)

EXHIBIT E
WORKERS' COMPENSATION INSURANCE DECLARATION

Date: _____

I am aware of the provisions of Section 3700 of the 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.

Signature

Contractor

State Contractor's License No.

Address

City/State

Phone Number

(Attach Proper Notarization)