

CONTRACT

AWARD GENERATOR MAINTENANCE SERVICE CONTRACT FOR THE FEDERAL GOVERNMENT DEFENSE MANPOWER DATA CENTER (DMDC)

c THIS AGREEMENT, made and entered into this 10 day of June 2014, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and Western Machinery Electric, Inc., hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for generator maintenance service at DMDC. Work is to be as set out in Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated March 18, 2014, in an amount not to exceed Thirty Thousand Fifty Six Dollars and no cents (\$30,056.00) plus a sum of Ten Thousand Six Hundred Ninety Four Dollars and no cents (\$10,654.00) for additive alternative bid, such contingencies as the City Manager, or his designee, deems appropriate.
1. **TIME OF PERFORMANCE.** The work under this contract shall commence within fourteen days after the issuance of the Notice to Proceed and shall be completed 365 calendar days from the effective date of the Notice to Proceed. This Agreement may be extended by consecutive one (1) year periods, up to a maximum of four (4) extensions, by written agreement between the City and Contractor.
2. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
3. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
4. Monterey City Council awarded this contract on March 18, 2014 by Resolution 14-040 C.S.
5. This contract shall consist of the following documents, each of which is on file in the office of the City Clerk of said City, and all of which are incorporated herein and made a part hereof by reference thereto:
 - A. This Agreement
 - B. Accepted Proposal
 - C. Specifications
 - D. Performance Bond
 - E. Affidavit of Non-Collusion
 - F. Certification(s) of Good Faith Effort to Hire Local Residents
 - G. Labor and Material Bond
 - H. Debarment and Suspension Certification

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.



ATTEST:

By: [Signature]
City Clerk

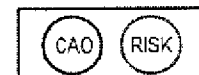
CITY OF MONTEREY:

By: [Signature]
Mayor or City Manager

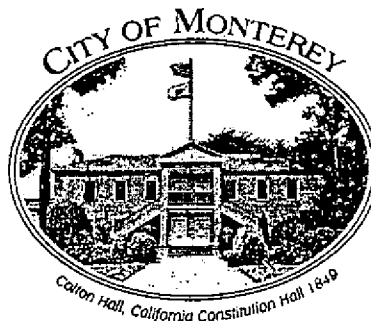
Western Machinery Electric Inc.:

By: [Signature] Vice-President
Name, Title

T00012-CA (v. 1.0 - 4/19/2013)



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS



SPECIFICATIONS

FOR

Generator Maintenance Service Contract for the
Federal Government Defense Manpower Data Center (DMDC)

APPROVED: 
General Services Superintendent

DATE: 4 Feb 2014

Master Specification Revision 3/19/12

Project Specification Revision _____

**CITY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
MONTEREY, CALIFORNIA**

NOTICE TO CONTRACTORS

Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., February 26, 2014, at which time they will be publicly opened and read in the City Council Chambers, for furnishing Generator Maintenance for the Defense Manpower Data Center (DMDC) in Seaside, California, in accordance with these specifications. In general, the work consists of furnishing semi-annual preventative maintenance, annual preventative maintenance, and annual load bank testing for two (2) 750 KW Kohler generators and two (2) 2.5 MW Kohler generators.

This solicitation is to establish a one year base maintenance service contract with a four year renewal option and establish hourly rates and percentage mark up for services not included in the base maintenance service for the DMDC generators.

At the time of award of the service contract, the successful bidder must be legally entitled to perform contract requiring a Class C-10 Electrical Contractor's license and all work shall be performed by a Kohler Certified Journeyman Level Mechanic as a minimum. Any bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, and appropriate disciplinary action by the Contractors' State License Board. The selected contractor shall maintain the required licensing throughout the term of the contract. Failure to maintain said licensing shall result in automatic termination of this agreement, and City shall not be responsible for payment for services performed for any period during which Contractor was not so properly licensed.

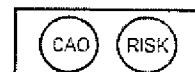
All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

MANDATORY PRE-BID WALK

There will be a Mandatory bid walk on February 20th, 2014 at 9:00 A.M. All Contractors' shall meet at 4385 Giggling Road, Ft Ord, Seaside Ca. The Project Manager will be at DMDC location approximately 15 minutes before the pre-bid walk time in order to escort the Contractors into the building to see the job site. Contractors are required to have a valid driver's license. Failure to arrive on time or to adhere to any other requirement set forth in this paragraph may result in your bid being deemed non-responsive or will result in rejection of bid.

PREVAILING WAGES FOR PRESIDIO MUNICIPAL SERVICES AGENCY PROJECTS

This project is partially or completely federally funded. Federal and/or State prevailing wage rates, whichever are higher, shall apply. Contractor and all subcontractors shall be responsible for determining which prevailing wage rate applies to the corresponding labor classification to be used in the execution of this contract and shall pay accordingly. Contractor and all subcontractors shall, if applicable, comply with the provisions of the Service Contract Act (SCA - Title 29 CFR Part 4, Labor Standards for Federal Service Contracts), (incorporated herein) and all amendments thereto.



Part I, Page 2

The Federal minimum wages shall be based on the wages that the United States Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State of California. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the State General Prevailing Wage Rates for this project, available at City of Monterey Capital Projects Office, 353 Camino El Estero, Monterey, CA (831/646-3997) and available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/Northern.html>.

If there is a difference between the Federal minimum wage rates predetermined by the Secretary of Labor and the State General prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Prevailing wage rates are required to be posted at the jobsite.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary contract documents and forms, may be obtained at the office of the Administrative Services Center, Revenue Desk, 735 Pacific Street,, City of Monterey, California for a fee of \$50. Submit bid forms in sealed envelopes marked on the outside with time and date of bid opening and the work for which the bid is submitted.

BID BOND

No Bid Bond is required with service contracts.

BID VALIDITY

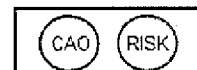
No Bidder may withdraw their bid for a period of thirty (30) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid.

UNBALANCED BID

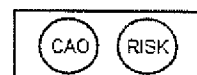
In conformance with Section 2-1.10 of the Standard Specifications, bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the Public Works Director whether or not the result of the unbalanced bid increases the cost of the project to the City.



INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each planholder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than 72 hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

Revised 10/02/12



DEFINITIONS

For the purposes of this document, the following definitions shall apply:

<u>CITY:</u>	The term <u>City</u> refers to and indicates the City of Monterey, Monterey County, State of California.
<u>ENGINEER OR CITY ENGINEER:</u>	The term <u>Engineer</u> or <u>City Engineer</u> refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.
<u>BIDDER:</u>	Party submitting a bid for consideration by the City of Monterey.
<u>CONTRACTOR:</u>	The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and the specifications.
<u>COUNCIL OR CITY COUNCIL:</u>	The <u>City Council</u> of the City of Monterey.
<u>PLANS:</u>	The project plans referred to herein.
<u>SPECIAL PROVISIONS:</u>	Part IV of these Specifications.
<u>SPECIFICATIONS:</u>	This document, in its entirety.
<u>STANDARD SPECIFICATIONS:</u>	Specifications entitled "State of California, Department of Transportation, Standard Specifications", of latest publication on file in the office of the City Clerk of the City of Monterey.
<u>STANDARD PLANS:</u>	Plans entitled "State of California, Department of Transportation, Standard Plans", of latest publication.

**GENERATOR MAINTENANCE FOR THE FEDERAL GOVERNMENT DEFENSE MANPOWER DATA
CENTER
CITY OF MONTEREY
SERVICE CONTRACT
PROPOSAL SCHEDULE OF QUANTITIES & PRICES**

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Specifications for the prices set forth in the following schedule.

BASE Bid

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
1	2	LS	Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator	_____	_____
2	2	LS	Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator	_____	_____
3	2	LS	Annual Load Test for 750 KW Kohler Generator	_____	_____
4	2	LS	Annual Parts for 750 KW Kohler Generator	_____	_____
5	2	LS	Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator	_____	_____
6	2	LS	Level 2 Annual Preventative Maintenance for 2.5 MW KW Kohler Generator	_____	_____
7	2	LS	Annual Load Test for 2.5 MW Kohler Generator	_____	_____
8	2	LS	Annual Parts for 2.5 MW Kohler Generator	_____	_____
Total of Base Bid Items 1 Through 8					_____

ADDITITIVE ALTERNATIVE BID SCHEDULE

9	1	HR	Hourly Rate for repairs not covered In this scope (normal hours)	_____
10	1	HR	Hourly Rate for repairs not covered In this scope (after hours, weekends, and holidays)	_____
11	1	HR	Emergency call back hourly Rate (normal hours)	_____
12	1	HR	Emergency call back hourly Rate (after hours, weekends, and holidays)	_____
13	1	HR	Hourly travel rate	_____
14	1	%	Sub- Contractor Mark up	_____ %
15	1	%	Material Mark up	_____ %
16	1	%	Equipment Mark up	_____ %
17	1	%	Contractors Fee	_____ %
18	\$10,000.00		Total Mark Up (Items 14-16)	_____ %
Total Additive Bid 9 through 18				_____
Grand Total Base Bid plus Additive Bid (Items 1 through 18)				_____

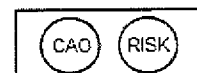
Bid Item Description

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

ITEM DESCRIPTIONS: (SCOPE)

1. Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator as described in these specifications. The list of requirements under the Level 1 Semi-Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.



2. Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator as described in these specifications. The list of requirements under the Level 2 Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

3. Annual Load Test for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Annual Load Test for 750 KW Kohler Generator as described in these specifications. Load Bank Testing shall be performed annually on each generator. Diesel engines require loads as close to full load as possible as continued inspection at low or no-load conditions can lead to build-up of excessive carbon deposits in the combustion chamber, fuel nozzles, and exhaust piping. Each generator shall be tested using a gradual increase of load for two (2) hours and then remain at full load on site for a minimum of two (2) hours utilizing resistive load banks. The total duration of each load test will be four (4) hours. During this testing careful attention shall be given to application of amp load, pyrometers, oil, water, and engine temperatures. Testing of the high water temperature and low oil pressure shutdowns shall be tested at this time. A detailed report of the tests shall be sent to the COR within two (2) weeks after the test has been completed for historical record.

4. Annual Parts for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price for furnishing a stock of materials for 750 KW Kohler Generator. The Contractor shall have repair parts in a warehouse within fifty (50) miles of the project or reasonably obtainable within twenty-four (24) hours.

5. Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator as described in these specifications. The list of requirements under the Level 1 Semi-Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

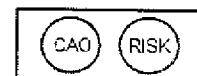
6. Level 2 Annual Preventative Maintenance for 2.5 MW KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 2 Annual Preventative Maintenance for 2.5 MW Kohler Generator as described in these specifications. The list of requirements under the Level 2 Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

7. Annual Load Test for 2.5 MW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Annual Load Test for 2.5 MW Kohler Generator as described in these specifications. Load Bank Testing shall be performed annually on each generator. Diesel engines require loads as close to full load as possible as continued inspection at low or no-load conditions can lead to build-up of excessive carbon deposits in the combustion chamber, fuel nozzles, and exhaust piping. Each generator shall be tested using a gradual increase of load for two (2) hours and then remain at full load on site for a minimum of two (2) hours utilizing resistive load banks. The total duration of each load test will be four (4) hours. During this testing careful attention shall be given to application of amp load, pyrometers, oil, water, and engine temperatures. Testing of the high water temperature and low oil pressure shutdowns shall be tested at this time. A detailed report of

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the tests shall be sent to the COR within two (2) weeks after the test has been completed for historical record.

8. Annual Parts for 2.5 MW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price for furnishing a stock of materials for 2.5 MW Kohler Generator. The Contractor shall have repair parts in a warehouse within fifty (50) miles of the project or reasonably obtainable within twenty-four (24) hours.

9. Hourly Rate for repairs not covered normal hours. In this scope (normal hours Measurement for this item shall be the hourly rate for repairs not covered in the base maintenance service occurring during normal business hours.

10. Hourly Rate for repairs not covered and holidays. In this scope (normal hours Measurement for this item shall be the hourly rate for repairs not covered in the base maintenance service occurring during normal business hours. The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary. Measurement and payment for this item shall be based on a time and materials rate for repairs not covered in this task order occurring outside of normal business hours (after hours, weekends, and holidays). The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary.

11. Emergency call back hourly rate (normal hours)

Measurement and payment for this item shall be based on a time and materials rate for emergency repairs not covered in this task order occurring during normal business hours. The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary. Hourly Rate for repairs not covered in this task order (after hours, weekends,

12. Emergency call back hourly rate (after hours, weekends, and holidays)

Measurement and payment for this item shall be based on a time and materials rate for emergency repairs not covered in this task order occurring outside of normal business hours (after hours, weekends, and holidays). The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary.

13. Hourly Rate

The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary for the trade except those items listed on the equipment schedule. The trades listed for bid comparison are not exhaustive. Trades not listed may be needed during the course of the contract. In such an event, the City and the Contractor shall mutually agree upon an hourly rate prior to commencement of work by the trade. Under no circumstances shall the rate of pay for any trade be less than the required prevailing wage for federally funded projects or City projects in excess of \$59,999.99. City projects below \$60K do not require prevailing wage.

14. Sub-Contractor Markup

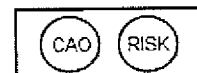
This percentage cost shall include prime contractor's mark-up for sub-contractor's cost for completion of each project work order.

15. Materials Markup

This percentage cost shall include mark up for materials purchased by the prime contractor for each project. The Engineer reserves the right to furnish any or all the materials it deems necessary to complete the work. The contractor shall have no claims for costs and markup on materials furnished by the City.

16. Equipment Schedule & Miscellaneous Charges

This section covers charges related to typical equipment specific to Mitigation, Remediation, and Restoration Services; charges for consumable filters and mobilization fees; as well as a percent reduction for weekly rentals. Equipment prices are for equipment that shall be solely owned or rented by the Contractor. No other equipment, fees or charges are to be invoiced or estimated unless specifically



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agreed prior to performance of services. Emergency Mobilization consists of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site these fees should only be charged with emergency response.

17. Contractor's Fee

These pay items are for overhead and profit as a percentage of the total construction cost for items listed for a project in the ranges of either \$1 to \$59,999 (non-prevailing wage); or from \$60,000 and above. (prevailing wage). This markup only applies to work performed by the prime contractor's own forces. Fee shall include insurance costs.

Termination of Agreement

The City of Monterey may terminate this service agreement with the selected contractor upon ten (10) days written notice if the agreement between the Army and the City of Monterey for provision of Presidio Service Generator Maintenance for Defense Manpower Data Center contract is terminated for any reason. The service agreement with the selected contractor may be terminated immediately without notice if the Contractor is found to have violated the terms of the agreement or any state, federal or local law or requirement related to the subject agreement, has filed a petition for bankruptcy, becomes insolvent, or discontinues its business for any other reason.

Emergency Call Outs/Penalty for Late Response

The agreement shall include emergency calls (generally fire and life safety incidents or incidents with the potential to impact the critical mission of the DMDC or Army) from City of Monterey or authorized representative with guaranteed arrival of contractor at the scene of the emergency or incident within one (1) hour from the time of the call. Failure of contractor to arrive at the site of the emergency within this one-hour time frame shall result in City assessing a penalty of Five Hundred Dollars (\$500.00); thereafter every 15 minutes an additional One Hundred Dollars (\$100.00) will be assessed per incident. Non-emergency calls shall be responded to within four (4) hours. Failure of contractor to arrive at the site of the non-emergency within this four-hour time frame shall result in City assessing a penalty of Five Hundred Dollars (\$500.00); thereafter every 15 minutes an additional One Hundred Dollars (\$100.00) will be assessed.

Ancillary Items

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

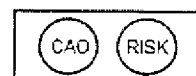
Bid Clarification

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Base on Grand Total Items 1 through 18.

Pursuant to the provisions of the California Public Contract code Section 20103.8, city reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

The contract maybe renewed for an additional period of four years as the City deems necessary. Any extension of contract shall be mutually agreed between the City and Contractor and any annual inflationary increase shall

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not exceed the C.P.I. (Consumer Price Index) for the extension period.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Total monthly price shall be for all items as described in these Specifications, including but not limited to all labor, materials, equipment, taxes and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for a period of thirty (30) days after the date set for the opening of bids. At the time of award the successful Bidder must be legally entitled to perform contracts requiring a **Class C-10 Electrical Contractor's license and must be a Kohler Certified Journeyman Level Mechanic.**

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

The Noncollusion Affidavit included in this document shall be executed and submitted with each bid.

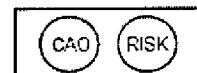
DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

FAILURE TO PROVIDE THIS INFORMATION AND SIGNATURE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE OR WILL RESULT IN REJECTION OF BID.

The foregoing information is true and correct and is executed under penalty of perjury in _____ County, California, ON _____, 201__.

Name of Firm:
Address:
Telephone:
Email:



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(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA**DATE RECEIVED**

1. _____

2. _____

3. _____

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

**Contracting
Location
Agency**

**Type
Of Job**

**Date
Completed**

**Dollar
Amount**

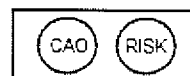
The Bidder shall list below any subcontractors proposed to be used on this project whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Subcontractor

Trade

License No.

Revised 10/02/12



**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND
SUBMITTED WITH BID**

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price bid, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and that the bid is not made in the interest of, or on behalf of, any member of the Monterey City Council or any City officer or employee.

Signed: _____

State of _____)
) ss.
County of _____)

On _____ before me, _____
DATE Here insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)

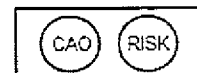
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Notary's Signature



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

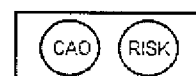
Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201_ in _____ County, California.

Signature

Printed Name and Title

Revised 10/02/12



Local Hiring Requirement

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provisions of a local hire requirement; or
- (b) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (c) Whenever the City determines that a suitable pool of person providing specialized skills (an example would be marine-related pile drivers) does not exist locally for a specific public works project.

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Prime Contractor – To be Submitted with Bid)**

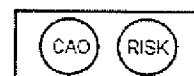
I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature

Printed Name and Title

Date

Revised 10/02/12



**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature

Printed Name and Title

Date

GENERAL PROVISIONS
NON-STREET RELATED PROJECTS (FORMAL BID-\$60,000 and over)

Rev. 3/19/2012

PROPOSAL REQUIREMENTS

EXAMINATION OF PLANS, SPECIFICATIONS AND CONTRACT OF WORK

The bidder is required to thoroughly examine the Proposal, Plans, Specifications and Contract Form (see Part III, Page 3) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the specifications, special provisions, and the contract. It is mutually agreed that submission of the proposal shall constitute prima facie evidence that the bidder has made such examination.

BID PROPOSALS

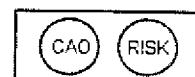
Proposals to receive consideration shall be submitted in accordance with the following instructions:

- (a) The proposal shall be made upon the form provided therefor with all items filled out. The completed form must be without interlineations, alterations, or erasures.
- (b) Each bid shall be accompanied by cash, a cashier's check, a certified check, a bidder's bond in original form executed by the bidders and an acceptable surety, or any negotiable instruments in original form that are not cancellable amounting to ten percent (10%) of the bid, payable to the City of Monterey. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the contract. However, the Finance Director may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

ACTIONS ON PROPOSALS

- (a) Award of Contract. The contract shall be awarded, if an award is made, to the lowest responsible bidder as defined in Part II – Bid Clarification – of these specifications, within thirty (30) days from the date bids are publicly opened, examined, and declared unless a longer bid validity period is specified in the Special Provisions. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.
- (b) Execution of Agreement: A contract shall not be deemed to have been made between the Contractor and the City of Monterey until all of the following steps have been completed:
 - (1) Award of the contract by the City Council.
 - (2) Execution of a written agreement by the Contractor within fifteen (15) days after



written notice that the contract has been awarded to said Contractor.

- (3) Delivery by the Contractor to the City of Monterey of the faithful performance and labor and materials bonds required herein.

Contractor shall execute a written agreement with the City of Monterey on the form set forth herein.

CONTRACT (Formal Bid)
(Project Name)

THIS AGREEMENT, made and entered into this day of , 201_, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred as the "City", and _____ hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment, and transportation necessary for. Work is to be as set out in Plans and Specifications on file in the Office of the City Engineer and in the Contractor's Proposal attached hereto, dated _____, in an amount not to exceed \$, plus a sum of up to 10% for such contingencies as the Assistant City Manager deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence _____ and shall be completed _____.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.

This contract shall consist of the following documents, each of which is on file in the office of the City Clerk of said City, and all of which are incorporated herein and made a part hereof by reference thereto:

- (A) This Agreement
- (B) Accepted Proposal
- (C) Plans and Specifications
- (D) Resolution of Award of Bid
- (E) Performance Bond
- (F) Affidavit of Non-Collusion
- (G) Certificate(s) of Good Faith Effort to Hire Local Residents
- (H) Labor and Material Bond
- (I) Current City of Monterey Business License
- (J) Debarment and Suspension Certification

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

Awarded by Monterey City Council
on
Res.

APPROVED AS TO FORM:

City Attorney's Office

CITY OF MONTEREY:

By: _____
City Manager

ATTEST:

By: _____
City Clerk

CONTRACTOR:

By: _____

Title



BONDS

The Contractor, at the time of signing and executing the contract shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract.

The surety needs to be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and/or co-sureties should be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Contractor shall also, at the time of signing and executing the contract, file with the City a public works labor and materials bond in the amount of one hundred percent (100%) of the contract price. Said bond is to meet with the approval of the City Attorney of the City of Monterey.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to allow processing an escrow agreement for in lieu security.

The Contractor shall, within fifteen (15) days after written notice that a contract has been awarded to him, deliver the contract with his signature affixed thereto, together with the required bonds, to the City.

SCOPE OF WORKGENERAL

The work to be done consists of furnishing of all labor, materials, methods and processes, implements, tools, and machinery except as otherwise specified, which are necessary and required to complete the contract.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character to the construction called for in these specifications, if and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations Contractor shall cease operations in those areas and Contractor shall immediately notify the Engineer.

CHANGES

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the whole work contemplated.

DAMAGES TO EXISTING FACILITIES

The Contractor shall be held responsible for any damages to existing facilities, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing to a neat, finished product. This shall include touch-up paint or repair of the existing finish which was disturbed, and repair to the same structural capacity as the existing facility.

FINAL CLEANING UP

Upon completion and before making application for acceptance of the work, the Contractor shall clean the area of the work and all ground occupied by him/her in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

CONTROL OF THE WORKAUTHORITY OF THE ENGINEER

The Engineer shall answer any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Engineer's decision shall be final and the Engineer shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

PLANS AND SPECIFICATIONS

These specifications, the plans, special provisions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings or plans for any item not included in the plans furnished by the Engineer shall be furnished by the Contractor for approval by the Engineer before any work involving these plans is performed unless approval is waived in writing by the Engineer.

It is mutually agreed, however, that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the working plans with the approved plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

ALTERNATIVE EQUIPMENT

While certain of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

SAFETY PROVISIONS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location at the job site, as required by law.

CONTRACTOR TO BE ON WORK

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, his/her superintendent, foreman, or other representatives on the work.

The Contractor shall provide and maintain an office in the City of Monterey near the site of the work and shall allot such space to representatives of the Engineer as is required for proper keeping of records and plans of work, if required in the Special Provisions.

Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Engineer in writing, and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

The Contractor shall place on record at the office of the City Engineer, and keep current, the name of the Contractor's representative and the phone number at which contact can be made at such times that the representative is not at the work site (such as after working hours and on holidays and weekends) to respond to City requests to correct safety and other problems that may arise in connection with the work.

LINES, GRADES, DISTANCES AND MEASUREMENTS

All distances and measurements necessary for construction are given and will be made in a horizontal plane.

Finished surfaces in all cases shall conform with the lines, grades, cross-sections and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

INSPECTION OF WORK

The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

When the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of



Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a facility before acceptance, the City will send the Contractor a letter designating which portions of the work will be occupied/utilized, and the Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

GUARANTEES

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance by the City of Monterey. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the faithful performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said faithful performance bond for a similar bond in the amount of twenty (20) percent of the original bond.

CONTROL OF MATERIALS

APPROVAL OF SOURCE OF SUPPLY OF MATERIALS

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

ACCEPTANCE AND APPROVAL OF MATERIALS

The Contractor shall furnish without charge such samples of materials and tests of materials as are requested by the Engineer.

No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in these specifications.

All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in

writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

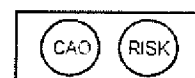
METHODS OF SAMPLING AND TESTING

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest Standards and tentative Methods of the A.S.T.M., UBC Standards, or other testing methods and standards as applicable.

PROSECUTION AND PROGRESS

PROSECUTION OF WORK

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his/her sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or sureties from liability for failure to fulfill the contract. The Contractor and the sureties will be credited with the amount of money so forfeited toward any



excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

DELAYS BY CITY

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall give the Contractor no damages for such delay.

TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

MEASUREMENT AND PAYMENT

Attention is directed to Section 9 of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the special provisions.

The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

PROGRESS PAYMENT

The Contractor may, once each month, make an estimate, in writing, of the total amount of work done to the time of such estimate, the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Engineer shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in the Engineer's judgment,

the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

FINAL PAYMENT

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, shall file a Notice of Completion as set forth in Part III, Page 8 herein.

Final payment, including all sums kept or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the contract or the amount due.

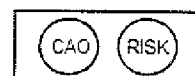
LEGAL RESPONSIBILITIES AND RELATIONS TO THE PUBLIC

LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Monterey which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Monterey, which shall be considered for the purpose of contract to which these specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

Contractors shall be licensed in accordance with the laws of this state and of the City of Monterey and should Contractor not possess appropriate licenses, this contract shall be voidable and the



Contractor subject to penalties.

HOURS OF LABOR

The Contractor shall forfeit as penalty to the City of Monterey, fifty dollars (\$50.00) for each laborer, worker or mechanic required or permitted to labor in violation of the provisions of the Labor Code, and in particular, Sections 1810 and 1815 thereof, inclusive.

LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this Section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

PENALTY FOR PREVAILING WAGE VIOLATION

The Contractor and any subcontractor under him shall forfeit, as a penalty to the City of Monterey, fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates (as hereinafter stipulated) for any work done under the subject contract by him, or by any subcontractor hired by him, in violation of the California Labor Code, and, in particular, Sections 1770 to 1780 thereof, inclusive. The Contractor shall post the prevailing wage rates at the job site in an area visible to the workers.

APPRENTICES ON PUBLIC WORKS

The Contractor shall comply with the provisions of Chapter 1 of Division 2 of the California Labor Code as amended. Contractors and their subcontractors shall furnish proof of one of the following for apprenticeship trades:

1. Copies of letters to the Joint Apprenticeship Committee
2. Documentation showing they are covered by local apprenticeship standards
3. Certificate of exemption from the 1 to 5 ratio, from the Division of Apprenticeship Standards.

SUBLETTING AND ASSIGNMENT

The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

The contract may be assigned only upon the written consent of the City Council.

EMPLOYEES

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be and remain, the property of the City of Monterey.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

LIABILITIES

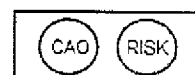
Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PUBLIC CONVENIENCE AND SAFETY

Attention is directed to Section 7-1.09, "Public Safety" of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public



traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

PRESERVATION OF PROPERTY

Attention is directed to Sections 7-1.11, 7-1.12 and 8-1.10 of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property and roadside trees and shrubbery that are not to be removed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

EXCAVATIONS - COMPLIANCE WITH LABOR CODE SECTION 6705

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches more than five (5) feet in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Contractor shall furnish a copy of permit obtained in compliance with California Division of Industrial Safety Construction Safety Orders Section 1503 "Permits for Excavations, Trenches, Construction (Building Structure, Scaffolding or Falsework), and Demolition".

Trenching of more than four feet (4') below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

SPECIAL PROVISIONS**GENERAL**

The work, in general, consists of furnishing Generator Maintenance for the Defense Manpower Data Center in Seaside, California. The work shall include but not be limited to furnishing semi-annual preventative maintenance, annual preventative maintenance, and annual load bank testing for two (2) 750 KW Kohler generators and two (2) 2.5 MW Kohler generators. This solicitation is to establish a one year maintenance contract with a four year renewal option for generator maintenance.

The Contract documents include the Noncollusion Affidavit, Debarment and Suspension Certification, Certification(s) of Good-Faith Effort to Hire Monterey Bay Area Residents, all bonds required herein, insurance certificates, these specifications, addenda (if any), the accepted proposal, the resolution awarding the Contract, and the signed Contract

SPECIFICATIONS

The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with these specifications. In case of conflict between the **Standard Specifications**, and these **Special Provisions** the order of precedence shall be as follows:

Special Provisions shall take precedence over **Standard Specifications**. These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. These authorities include but are not limited to:

1. International Building Code (latest edition as adopted by the City of Monterey).
2. Americans with Disabilities Act accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.

Nothing in the Specifications shall be construed to permit work not conforming to the above regulations and codes.

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

TIME LIMITS

The Contractor shall submit bonds or alternative security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after award of the contract by the City Council.

A Notice to Proceed will be issued upon receipt of the foregoing documents. The Contractor shall begin work within fourteen (14) calendar days after the effective date of the Notice to Proceed.

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contract from the effective date of the Notice to Proceed.

LIQUIDATED DAMAGES

Unless stated otherwise in the Special Provisions, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of \$500.00 (Five Hundred Dollars and no cents) per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction. City permits shall be issued at no charge, except for construction parking permits. Parking permits are \$10/day (meter space) and \$5/day (non-meter space) for dashboard permits (for commercial vehicles only). Contractor to obtain paper permits from the Parking Division at 646-3953.

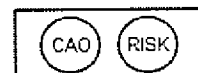
SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

PAYMENT



The unit and lump sum prices paid shall be full compensation for completing the contract and shall include all labor, materials, equipment, taxes, and incidentals for a complete job, and no separate or additional compensation shall be made therefor. A seven percent (7%) interest is to be paid on undisputed claims if payment is not made by the sixtieth (60) day after claim is submitted.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

INSURANCE

Without altering or limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Contractor's Commercial General Liability Insurance including but not limited to personal injuries, bodily injuries, premises/operations, completed operations/products, contractual liability, independent contractors (if any part of the work is to be subcontracted), broad form property damage and cross-liability coverage with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Course of Construction or Builder's Risk Insurance for the completed value of the project with no coinsurance penalty provisions. Contractor may submit evidence of builders risk insurance as evidence of course of construction coverage.
3. Commercial Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.

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4. Workers' Compensation Insurance in accordance with California Labor Code section 3700 for employer's liability in an amount not less than \$1,000,000 per occurrence. Workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

Other Insurance Requirements

1. All insurance required under this Agreement must be written by an insurance company either:
- Admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - An insurance company with a current A.M. Best rating of no less than A:VII.

Exception may be made for the State Compensation Insurance Fund when not specifically rated.

2. Each insurance policy required by this Agreement shall be endorsed to state that City of Monterey shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof.
3. The general liability and auto policies shall:
- Provide an endorsement naming the City of Monterey, its officers, officials, and employees as additional insureds under an ISO CG 20 10 11 85 or equivalent.
 - Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the City.
 - Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01.
 - Provide a waiver of any subrogation rights against the City.
4. Prior to the start of work under this Agreement, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this agreement with the City department contact and such must be acceptable to the City Risk Management Office. Contractor shall file a new or amended certificate of insurance and requisite endorsements promptly after any change is made in any insurance policy which would alter the information on the certificate and/or endorsements then on file.
5. Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under this Agreement.
6. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
7. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
8. Contractor shall either (1) require each of its subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance, Automobile or Vehicle Liability Insurance and Workers' Compensation Insurance of the type and in the amounts specified above, or; (2) insure the activities of its subcontractors in its policies. Prior to commencement of any work by any subcontractor, Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this paragraph with the City department contact and such evidence of insurance must be acceptable to the City Risk Management Office.

Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate and/or endorsements then on file.

MCNAMARA-O'HARA SERVICE CONTRACT ACT (SCA) INFORMATION

The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. The Department of Labor issues wage determinations on a contract-by-contract basis in response to specific requests from contracting agencies. These determinations are incorporated into the contract.

For contracts equal to or less than \$2,500, contractors are required to pay the federal minimum wage as provided in Section 6(a)(1) of the Fair Labor Standards Act.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to SCA-covered contracts.

The Service Contract Act applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

Service contracts which do not exceed \$2,500 are not subject to wage and fringe benefit determinations or to the safety and health requirements of the SCA. However, the SCA does require that employees performing work on such contracts be paid not less than the above minimum wage rate provided by section 6(a)(1) of the Fair Labor Standards Act.

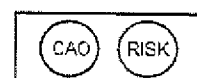
All provisions of the SCA except the safety and health requirements are administered by the Wage and Hour Division.

The wage and hour requirements of the McNamara-O'Hara Service Contract Act (SCA) are administered by the Wage and Hour Division (WHD). The Act covers contracts and any bid specifications in excess of \$2,500, whether negotiated or advertised, entered into by federal and District of Columbia agencies where the principal purpose of the contract is to furnish services in the U.S. through the use of service employees. The definition of a service employee includes any employee engaged in performing services on a covered contract other than a bona fide executive, administrative, or professional employee who meets the exemption criteria set forth in 29 CFR Part 541.

The Act does not apply to certain types of contractual services. These statutory exemptions include:

- Contracts for construction, alteration, and/or repair of public buildings or public works, including painting and decorating (those covered by the Davis-Bacon Act);
- Work required in accordance with the provisions of the Walsh-Healey Public Contracts Act;
- Contracts for transporting freight or personnel where published tariff rates are in effect;

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- Contracts for furnishing services by radio, telephone, telegraph, or cable companies subject to the Communications Act of 1934;
- Contracts for public utility services;
- Employment contracts providing for direct services to a federal agency by an individual or individuals;
- Contracts for operating postal contract stations for the U.S. Postal Service;
- Services performed outside the U.S. (except in territories administered by the U.S., as defined in the Act); and
- Contracts administratively exempted by the Secretary of Labor in special circumstances because of the public interest or to avoid serious impairment of government business.

Basic Provisions/Requirements

The SCA requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement as provided in wage determinations issued by the Department of Labor. These determinations are incorporated into the contract.

For contracts equal to or less than \$2,500, contractors are required to pay the federal minimum wage of \$7.25 per hour effective July 24, 2009. Contractors must also, under the provisions of the Contract Work Hours and Safety Standards Act and the Fair Labor Standards Act, pay employees at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek.

Finally, employers must notify employees working in connection with the contract of the compensation due them under the wage and fringe benefits provisions of the contract.

Employee Rights

The SCA provides covered service workers on federal service contracts the right to receive at least the locally prevailing wage rate and fringe benefits, as determined by the Department of Labor, for the type of work performed. The Wage and Hour Division accepts complaints of alleged SCA wage violations.

Recordkeeping, Reporting, Notices and Posters:

Notices and Posters

Every employer performing work covered by the Service Contract Act is required to provide each employee working on the contract notice of the SCA payment and fringe benefit requirements for the different classes of service employees and to post the "Employee Rights on Government Contracts" notice (including any applicable wage determination) at the site of the work in a prominent and accessible place where it may be easily seen by employees. There are no size requirements for the poster. The Employee Rights on Government Contracts poster is available Spanish as well.

If the contractor employs workers with disabilities under special minimum wage certificates, the "Notice to Workers with Disabilities/Special Minimum Wage (PDF) poster" must also be posted. This poster explains the conditions under which special minimum wages may be paid. It must be posted in a conspicuous place on the employer's premises where it can be readily seen by employees and the parents or guardians of workers with disabilities.

Recordkeeping

Some of the records required to be kept under this law are also required under the Fair Labor Standards Act (see Wage and Hour Division Fact Sheet #21: Recordkeeping).

Under the Service Contract Act, contractors and subcontractors are required to maintain certain records for each employee performing work on the covered contract. Basic records, such as name, address, and Social Security number of each employee must be maintained for three years from completion of the work. In addition, records on the following must be maintained for three years:

- The correct work classification(s), wage rate(s), and fringe benefits provided (or cash equivalent payments provided in lieu of fringe benefits)
- The total daily and weekly compensation of each employee
- The number of daily and weekly hours worked by each employee
- Any deductions, rebates, or refunds from each employee's compensation
- Any list of a predecessor contractor's employees which had been furnished showing employee's length of service information
- A list of wages and fringe benefits for those classes of workers conformed to the wage determination attached to the contract

The contractor shall also make available a copy of the contract upon request from the Wage and Hour Division.

Reporting

There are no reporting requirements.

Penalties/Sanctions

Violations of the SCA may result in contract terminations and liability for any resulting costs to the government, withholding of contract payments in sufficient amounts to cover wage and fringe benefit underpayments, legal action to recover the underpayments, and debarment from future contracts for up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions of Administrative Law Judges to the Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Relation to State, Local, and Other Federal Laws

The SCA applies only to contracts awarded by the federal or District of Columbia governments. As noted above, contractors are required to compensate employees working in connection with covered contracts for overtime work in accordance with the overtime pay standards of the Fair Labor Standards Act and the Contract Work Hours and Safety Standards Act.

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are

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necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-1.08 "Public Convenience" and 7-1.09, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

PROTECTION OF GOVERNMENT PROPERTY (PMSA/City Projects)

Government property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible.

VEHICLES (for PMSA Projects)

Contractor personnel utilizing Contractor-owned or privately owned vehicles on the military community shall possess a valid State driver's license and proof of insurance for privately owned vehicles. Contractor shall have clearly identified vehicles with the name of the Contractor prominently displayed on both sides of the vehicle while working on the installation. Contractor shall adhere to installation parking policy.

OTHER PERSONNEL (for PMSA Projects)

Contractor shall submit a list of all personnel working on Presidio within two (2) days from award of contract and shall ensure the Contractor's employees observe and comply with all Contractor and Army policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, security, traffic, parking, gratuities, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. Contractor's personnel shall be legal residents or citizens of the United States and shall be able to clearly communicate in the English language. Contractor shall ensure the Contractor's personnel do not present an appearance, such as would embarrass the Command or residents of Presidio, and that their conduct shall not reflect discredit upon the installation or the Department of the Army. The Contractor shall remove from the job site any employee for reasons of misconduct or security. The removal of such a person shall not relieve the Contractor of the requirements to provide personnel to perform adequate and timely service. The Contractor shall not hire off-duty or former Government employees whose employment would result in a conflict with the Joint Ethics Regulations, DOD 5500.7-R. Contractor shall notify City of Monterey of any changes on the working status of key personnel immediately in writing for review and approval.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Sections 7-1.11 and 7-1.12 of the Standard Specifications.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 10 of the Standard Specifications.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. City Code Chapter 31.5 states,

"No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water."

Contractor shall employ erosion prevention and sediment control construction site management practices that result in the following outcomes:

- No deposit or discharge of sediment from the construction area onto adjacent properties or into waterways and related natural resources in excess of those that occur through natural processes;
- No deposit of mud, soil, sediment, concrete washout, trash, or other similar construction-related material onto public rights of way and private streets, and into the City's stormwater system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles, in excess of those that occur through natural processes. Any such discharge shall be cleaned-up at the end of the current work shift in which the deposit occurred, or at the end of the current workday, whichever comes first.
- No exposure of graded areas and stockpile areas to stormwater run-on. Run-on shall be controlled by diversion structures such as dikes, secondary containment or covers.
- No runoff from graded areas or stockpile areas containing sediments. Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated on-site.
- From October 15 to April 15, soil stabilization of graded areas shall be in place in any portion of the site where construction activities have temporarily or permanently ceased.
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; and
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations.

Best Management Practices (BMPs) for construction sites include, but are not limited to: spill prevention and control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; erosion control measures. Detailed procedures for each of these activities can be found in the *California Storm Water Best Management Practice Handbooks* (<http://www.cabmphandbooks.org/construction.asp>), the *Caltrans Storm Water Quality Handbooks, BMP Guidance Series* by Monterey Regional Storm Water Management Program, and the *Erosion and Sediment Control, Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

Activities to be performed by Contractor from October 15 to April 15 include, but are not limited to:

- Contractor shall maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures.

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- Contractor shall inspect the following areas at least once every seven (7) calendar days and within 24 hours prior to any predicted storm:
 - Disturbed areas of the construction site,
 - Areas that have not been finally stabilized,
 - Areas used for storage of materials exposed to precipitation, and
 - Areas where vehicles exit the site

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for evidence of, or the potential for,
 - Erosion, or
 - Sediments entering waterways or the drainage system, or
 - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing degradation of receiving water quality in violation of receiving water quality standards. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

TREE PROTECTION REQUIREMENTS

The following standards are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

- These standards do not apply to unprotected trees or trees previously approved for removal.
- All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at 4', 6" above the surrounding grade [Diameter at Standard Height (DSH)].
- All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and 4' tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.
- Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
- Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the

trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.

- Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
- All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
 - Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees is of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
- Failure to comply with these Tree Protection Standards is punishable by Civil penalty, including Citation and fines.
- All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 646-3860 for inspection to confirm Tree Protection or with any general tree preservation questions.

TECHNICAL SPECIFICATIONS

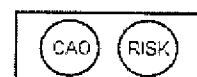
1. Technical Details

1.1 Contractor's Duties

1.1.1 The Contractor shall furnish all labor, tools, equipment and material necessary to provide full preventative maintenance service on the equipment as described in Exhibit B.

1.1.2 Any work not specifically mentioned but is needed to make the maintenance complete is within the intent of this PWS and shall be performed by the Contractor.

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- 1.1.3 Contractor shall perform, coordinate and complete the requirements of the PWS in cooperation with any other contractors or trades doing any work at the DOD Center, in a prompt, diligent, and good workmanlike manner to the full and complete satisfaction and acceptance of Government. The Contractor shall perform the requirements of the PWS in a manner that will not impede or obstruct the ongoing business activities of any tenants in the DOD Center.
- 1.1.4 The Contractor shall maintain the equipment to its original design capabilities based on the equipment condition as surveyed and all the technical information available at time of award.
- 1.1.5 The Contractor shall provide routine servicing of equipment as frequently as indicated in Exhibit A. Time expended on routine service shall consist of examination of generators and engines, to include minor adjustment, cleaning and lubricating of the equipment. All lubrication frequencies and types of lubricants will meet the manufacturer's specifications. Any repairs or replacement of equipment is to be considered as additional time beyond that required for routine service.
- 1.2 Exclusions: The following work is excluded from this PWS and is not the responsibility of the Contractor:
- 1.2.1. On the 750KW generators, the power supply feeders after the main breaker in the Generator control panel, power supply feeders to the battery chargers, engine block heaters, and radiators. All others are the Contractor's responsibility.
- 1.2.2 On the 2.5MW generators, the power supply feeders after the main breaker cabinet and power supply feeders to the generator power panel at each generator.
- 1.2.3. Other items caused by vandalism or negligence by persons other than the Contractor, its representative and employees, excluding wear and tear. The Contractor shall obtain the Contracting Officer's written approval to repair vandal related problems. Payment will not be made for any unauthorized work.
- 1.3 Conditions of Service: The Contractor shall maintain all equipment in good operating condition in accordance with manufacturer's specifications and should conditions warrant repair or replacement of the equipment. All parts shall be genuine Kohler parts, and installed by Kohler certified technician.
- 1.4 Special Tests. Load Bank Testing shall be performed annually on each generator. Diesel engines require loads as close to full load as possible as continued inspection at low or no-load conditions can lead to build-up of excessive carbon deposits in the combustion chamber, fuel nozzles, and exhaust piping. Each generator shall be tested using a gradual increase of load for two (2) hours and then remain at full load on site for a minimum of two (2) hours utilizing resistive load banks. The total duration of each load test will be four (4) hours. During this testing careful attention shall be given to application of amp load, pyrometers, oil, water, and engine temperatures. Testing of the high water temperature and low oil pressure shutdowns shall be tested at this time. A detailed report of the tests shall be sent to the COR within two (2) weeks after the test has been completed for historical record.
- 1.5 Housekeeping. All spills caused by the Contractor shall be cleaned up by the Contractor promptly to prevent slipping hazard around generators. All debris such as wiping rags, empty oil cans, Hazardous Waste, etc., resulting from this work shall be promptly removed and properly disposed of by the Contractor.
- 1.6 Stock of Materials. The Contractor shall have repair parts in a warehouse within fifty (50) miles of the project or reasonably obtainable within twenty-four (24) hours:
- 1.7 Wiring Diagrams: A complete set of all wiring diagrams for the generator systems covered under this SOW shall be maintained in their respective generator cabinets. All changes in circuitry made by the Contractor shall be properly recorded to include the date of change and name of person making same. The wiring diagrams are the property of the Government and are to remain in their respective generator

cabinets.

1.8 Schedules and Records:

- 1.8.1. The Contractor shall provide a work schedule for each generator to the City of Monterey who will inform the Building Manager of this schedule.
- 1.8.2. These work schedules shall be designed for each type of equipment to be serviced, such as engine radiators engines, and generators, and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the Contractor for the duration of the contract.
- 1.8.3. All inspections, lubrication, adjustments, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with schedules submitted by the Contractor.
- 1.8.4. Schedules posted shall be of the chart type which shall be initialed by the serviceman when each scheduled inspection is performed.
- 1.8.5. The Contractor shall also maintain an accurate and complete log of all work performed in addition to routine service at each location. These logs shall include call back service describing the nature of all complaints and their resolution. The logs shall be kept in the generator cabinet at each location. In addition to the specified generator log, Contractor's workmen or supervisor shall log in and out of each facility/building on each and every visit. This includes, but is not limited to, routine maintenance, trouble calls, repairs and supervisor's visits. These logs will remain the property of the Government.
- 1.8.6. The Contractor, on a semi-annual basis, shall deliver a copy of the callback and repair log to the City of Monterey Project Manager who will give to the Building Manager.
- 1.8.7. All forms required for the above schedules, semi-annual work sheets, call back records and performance reports must be approved by the Building Manager through the City of Monterey.

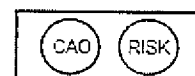
1.9 Personnel:

- 1.9.1. All work shall be performed by a Kohler Certified Journeyman Level Mechanic as a minimum. Helpers/Apprentices may not work alone but may assist the Mechanic as needed. In the event that the Government becomes dissatisfied with the performance of any persons assigned to perform the services under this PWS, the Contractor agrees, upon request from the Contracting Officer, to assign other qualified personnel to perform these services.
- 1.9.2. The Contractor's personnel shall wear uniforms which bear the Contractor's name or other appropriate symbol which identifies them as employees of the Contractor and such uniforms shall be clean and in good condition.
- 1.9.3 The Contractor personnel shall wear government provided identification badges in plain sight at all times while working on the equipment or inside the DOD Center. Security back ground identification checks may be required to obtain identification badges.

1.10 PART 2 – Special Provisions

- 1.10.1 Performance Guarantee: In the event of catastrophic failure of a generator, or at the request of the Contracting Officer or Contracting Officer's Representative during long durations of a generator not being available to operate, the Contractor shall be responsible for furnishing and connecting a rental generator at least equal to the size of the failed generator to the building transfer switch within twelve (12) hours of

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the failure or the request. The cost of the rental generator will be reimbursed by the Government.

1.10.2 Hours of Work: All normal work under this PWS shall be performed during the regular working hours, Monday through Friday. If overtime work is ordered, the Contractor shall request approval from the Contracting Officer.

1.10.3 Trouble Calls. Call back service shall be furnished upon request.

Additional Information:

Generators in Boiler Room:

Both engines are Mitsubishi Model Numbers S12A2-Y2PTAW-2

Serial Numbers: 26960 and 26970

Generators in the East Parking Lot:

Both Engines are MTU Detroit Diesels Model #20V4000ADEC

Unit Numbers: 528101174 and 528101177

Voltage of Each Generators to be Tested:

750KW Generators: 480V

2.5 MW Generators: 12KV

Distance from closes point a load bank can be positioned to the Generator Breaker or ATS:

750KW Generators: the furthest generator panel is 100 feet from the load bank

2.5 KW Generators: the furthest generator panel is 50 feet from the load bank

EXHIBIT A					
BUILDING AND EQUIPMENT					
BUILDING	MODEL	EQUIPMENT TYPE	EQUIPMENT NUMBER	FREQUENCY	SERIAL NUMBER
400 Giggling		Generator 750 KW	1	Semi-annually Level 1	#2326196
400 Giggling		Generator 750 KW	2	Semi-annually Level 1	#2326567
400 Giggling		Generator 750 KW	1	Annually Level 2	#2326196
400 Giggling		Generator 750 KW	2	Annually Level 2	#2326567
400 Giggling		Generator 750 KW	1	Annually Load Test	#2326196
400 Giggling		Generator 750 KW	2	Annually Load Test	#2326567

EXHIBIT A					
BUILDING AND EQUIPMENT					
BUILDING	MODEL	EQUIPMENT TYPE	EQUIPMENT NUMBER	FREQUENCY	SERIAL NUMBER
400 Giggling		Generator 2.5 MW	3	Semi-annually Level 1	#2281866
400 Giggling		Generator 2.5 MW	4	Semi-annually Level 1	#2281865
400 Giggling		Generator 2.5 MW	3	Annually Level 2	#2281866
400 Giggling		Generator 2.5 MW	4	Annually Level 2	#2281865
400 Giggling		Generator 2.5 MW	3	Annually Load Test	#2281866
400 Giggling		Generator 2.5 MW	4	Annually Load Test	#2281865

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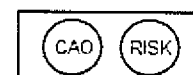


EXHIBIT B

DETAILED DESCRIPTION OF SERVICE LEVELS

The following is a list of requirements under the Preventive Maintenance Agreement:

LEVEL 1 SEMI-ANNUALLY

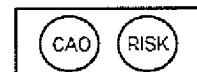
- a. Clean and tighten all battery cable connections.
- b. Load test batteries.
- c. Inspect air filter and radiator cores and clean (as required).
- d. Inspect exhaust system for leaks and defects.
- e. Check all fuel system connections.
- f. Check fluid levels, note the condition of the coolant and add conditioner (if required).
- g. Inspect generator brushes etc. and check controls.
- h. Start engine and run under facility load, if possible.
- i. Test safety shutdown systems.
- j. Take oil sample for analysis of wear metals and other contaminants.
- k. Inspect engine for oil and water leaks.
- l. Inspect condition of all hoses.
- m. Wipe down engine and clean area.
- n. Submit written report of work done, repairs needed, and problems found.

LEVEL 2 ANNUALLY

1. All items listed under level 1.
2. Inspect air cleaner and replace in necessary.
3. Change oil and filter.
4. Change fuel filters.
5. Test coolant for proper ethylene glycol & conditioner concentration, note the condition of the coolant and add conditioner, or glycol (if required).
6. Includes the handling and disposal of all hazardous waste.

2. Guarantees

The service program should conform with the appropriate regulations (product specific):



- A. FDA
- B. Kosher
- C. EPA
- D. UDA
- E. NSF

3. **Clean up**

The work site shall be kept as clear of equipment, material, and waste material as is practicable at all times. The City of Monterey representative shall make the determination that this requirement is being complied with.

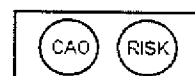
4. **Reports**

Contractor shall provide an access to on-line reporting of all maintenance inspection or provide a report to the City of Monterey each time an inspection is done. Report is to be mailed to City of Monterey, General Services, 580 Pacific St., Monterey CA 93940 or e-mailed to kinzie@monterey.org

5. **Inspections & Random Inspection**

- A. The City of Monterey reserves the right to conduct random inspections.
- B. Contractor will notify City of Monterey, General Service by phone (831-646-3926) or fax (831-643-0962) that they are conducting their maintenance inspections.

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WESTERN MACHINERY ELECTRIC, INC.
EXHIBIT B



Larry N.E. Lehto
Business Development Manager
email: LNEL@westernmachinery.com

www.westernmachinery.com
340 W. Channel Road
Benicia, CA 94510
24 HR Service

Cell 925-852-1508
Contractor Lic. C-10 #715278
Fax 707-747-5215
Office 800-454-0125

Per Adden

**GENERATOR MAINTENANCE FOR THE FEDERAL GOVERN
CENTER
CITY OF MONTEREY
SERVICE CONTRA
PROPOSAL SCHEDULE OF QUAN**

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Specifications for the prices set forth in the following schedule.

BASE BID

Item No	Description	Unit	Unit price	Quantity	Amount
1	Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator	LS	612	2	1224
2	Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator	LS	1694	2	3388
3	Annual Load Test for 750 KW Kohler Generator	LS	2137	2	4274
4	Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator	LS	612	2	1224
5	Level 2 Annual Preventative Maintenance for 2.5 MW Kohler Generator	LS	3272	2	6544
6	Annual Load Test for 2.5 MW Kohler Generator	LS	6702	2	13404
TOTAL OF BASE BID ITEMS 1 THROUGH 6				30056	



ADDITITIVE ALTERNATIVE BID SCHEDULE

Item	Description	Unit	Unit Price	Quantity	Amount
7	Hourly Rate for Additional Work (Normal Hours)	Hr	120	1	120
8	Hourly Rate for Additional Work (After Hours, Weekends, and Holidays)	Hr	167	1	167
9	Hourly Rate for Emergency call back hourly rate (normal hours)	Hr	120	1	120
10	Hourly Rate for Emergency call back hourly rate (After Hours, Weekends, and Holidays)	Hr	167	1	167
11	Hourly Travel Rate	Hr	120	1	120
12	Sub-Contractor Mark-up	%			
13	Material Mark-up	%			
14	Equipment Mark Up	%			
15	Contractor's Fee (\$1 → \$59,999)	%			
16	Contractor's Fee (\$60,000 → \$1,000,00)	%			
17	Total of Mark-up for lines 12 through 16		\$10,000		
TOTAL ADDITIVE BID 7 through 17				10694	
GRAND TOTAL BASE BID PLUS ADDITIVE BID (ITEMS 1 THORUGH 17)				40750	

Bid Item Description

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

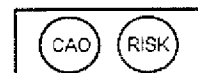
Notes: Providing false Information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 19th day of February, 2014 in Berkeley, Solano County, California.


Signature

Len Horowitz
Printed Name and Title

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agreed prior to performance of services. Emergency Mobilization consists of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site these fees should only be charged with emergency response.

17. Contractor's Fee

These pay items are for overhead and profit as a percentage of the total construction cost for items listed for a project in the ranges of either \$1 to \$59,999 (non-prevailing wage); or from \$60,000 and above. (prevailing wage). This markup only applies to work performed by the prime contractor's own forces. Fee shall include insurance costs.

Termination of Agreement

The City of Monterey may terminate this service agreement with the selected contractor upon ten (10) days written notice if the agreement between the Army and the City of Monterey for provision of Presidio Service Generator Maintenance for Defense Manpower Data Center contract is terminated for any reason. The service agreement with the selected contractor may be terminated immediately without notice if the Contractor is found to have violated the terms of the agreement or any state, federal or local law or requirement related to the subject agreement, has filed a petition for bankruptcy, becomes insolvent, or discontinues its business for any other reason.

Emergency Call Outs/Penalty for Late Response

The agreement shall include emergency calls (generally fire and life safety incidents or incidents with the potential to impact the critical mission of the DMDC or Army) from City of Monterey or authorized representative with guaranteed arrival of contractor at the scene of the emergency or incident within one (1) hour from the time of the call. Failure of contractor to arrive at the site of the emergency within this one-hour time frame shall result in City assessing a penalty of Five Hundred Dollars (\$500.00); thereafter every 15 minutes an additional One Hundred Dollars (\$100.00) will be assessed per incident. Non-emergency calls shall be responded to within four (4) hours. Failure of contractor to arrive at the site of the non-emergency within this four-hour time frame shall result in City assessing a penalty of Five Hundred Dollars (\$500.00); thereafter every 15 minutes an additional One Hundred Dollars (\$100.00) will be assessed.

Ancillary Items

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

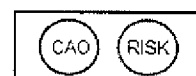
Bid Clarification

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Base on Grand Total Items 1 through 18.

Pursuant to the provisions of the California Public Contract code Section 20103.8, city reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

The contract maybe renewed for an additional period of four years as the City deems necessary. Any extension of contract shall be mutually agreed between the City and Contractor and any annual inflationary increase shall

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not exceed the C.P.I. (Consumer Price Index) for the extension period.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Total monthly price shall be for all items as described in these Specifications, including but not limited to all labor, materials, equipment, taxes and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for a period of thirty (30) days after the date set for the opening of bids. At the time of award the successful Bidder must be legally entitled to perform contracts requiring a **Class C-10 Electrical Contractor's license and must be a Kohler Certified Journeyman Level Mechanic.**

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

The Noncollusion Affidavit included in this document shall be executed and submitted with each bid.

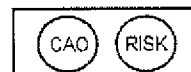
DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. 715278, Class: C10, Expiration date: 11/30/2015.

FAILURE TO PROVIDE THIS INFORMATION AND SIGNATURE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE OR WILL RESULT IN REJECTION OF BID.

The foregoing information is true and correct and is executed under penalty of perjury in San County, California, ON 2/19, 2015.

Name of Firm:
Address:
Telephone:
Email:



Name of Firm:
Address:
Telephone:
Email:

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

[Signature]
Signature
LARRY LEHTO GEN MGR.
Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA

DATE RECEIVED

1. ADDENDA # 1
2. ADDENDA # 2
3. _____

2/24/2014
2/25/2014

The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

Contracting Location Agency	Type Of Job	Date Completed	Dollar Amount
<u>SEE ATTACHED</u>			
<u>CITY OF MONTEREY</u>	<u>DMDC SEASIDE PM MAIN-LB</u>	<u>JAN/2013</u>	<u>\$ 23,899⁰⁰</u>
<u>CITY OF MONTEREY</u>	<u>DMDC SEASIDE PM MAIN-LB</u>	<u>COMPLETION 2/2014</u>	<u>\$ 37,410⁰⁰</u>

The Bidder shall list below any subcontractors proposed to be used on this project whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Subcontractor	Trade	License No.
<u>JIM ULM</u>	<u>ELECTRICAL TESTING</u>	<u>MB/DVBE # 44189</u>

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND
SUBMITTED WITH BID**

State of California)

) ss.

County of _____)

Leonard Horewitz being first duly sworn, deposes and says that he or she is Vice President of Western Machinery Electric, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price bid, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and that the bid is not made in the interest of, or on behalf of, any member of the Monterey City Council or any City officer or employee.

Signed: [Signature]State of California)

) ss.

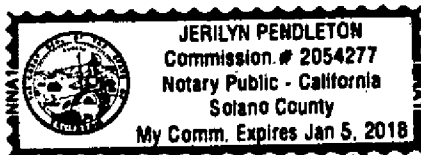
County of Solano)On 2-19-14 before me, Leonard Horewitz Vice President

DATE

Here Insert Name and Title of the Officer

personally appeared Leonard Horewitz

Name(s) of Signer(s)



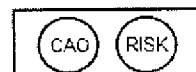
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

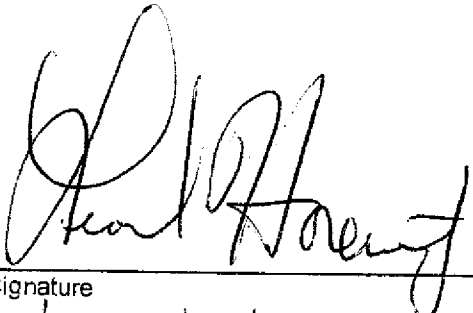
(seal)

Jerilyn Pendleton
Notary's Signature



Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Prime Contractor – To be Submitted with Bid)

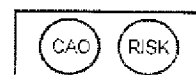
I, Leonard Horenwitz, a licensed contractor, or responsible managing officer, of the company known as Western Machinery, Electric do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.


Signature

Leonard Horenwitz
Printed Name and Title

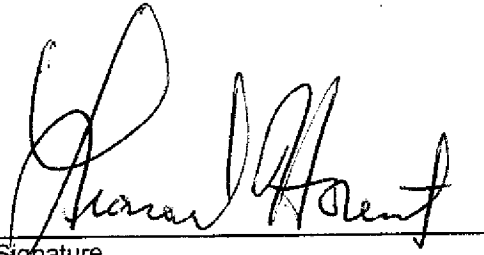
2/19/14
Date

Revised 10/02/12



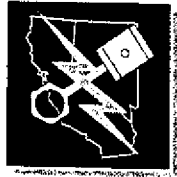
Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)

I, Leonard Horowitz, a licensed contractor, or responsible managing officer, of the company known as Western Machinery Electric, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.


Signature

Leonard Horowitz
Printed Name and Title

2/19/14
Date



WESTERN MACHINERY ELECTRIC, INC

340 W. Channel Rd., Benicia, CA 94510

24/7/365 Emergency call out – (800)-454-0125

Agreement #: Ag-3414 - Page 59 of 103

SERVICE CONTRACT REFERENCES – Current Contracts in force

Agency	Start Date	Address	Contact	Phone	Value
San Ramon Valley Fire District Installations and Generator Maintenance Contract - 10 sites	1997	1500 Bollinger Canyon Rd., San Ramon, CA, 94583	Steve Hart	925-838-6602	\$30,000.00
City of Vallejo Installations and Generator Maintenance Contract - 10 sites	1998	111 Amador St. Vallejo, CA 94590	Michael Schreiner	707-648-4518	\$45,000.00
University of California Berkeley Installations and Generator Maintenance Contracts – 28 sites	2006	2000 Carleton Street, Berkeley, CA 94720	Mike Courter	510 643-8801	\$70,000.00
Fleet Numerical Ocean Center 2.5mW gen-set PMIS	2003	Fleet Numerical Ocean Center Seven Grace Hopper Ave. Monterey, CA 93943	Jerry Eppard	831-656-4377	\$30,000.00
City of Hayward Police Station Installation ATS & Fire Stations	2008	City of Hayward 777 B St. Hayward, CA 94541	Vic Avila	510-583-4820	\$220,00.00
Park Merced Investors LLC– Generator Maintenance Contract - 11 sites	2009	3711 19 th Ave. San Francisco, CA 94132	Jordan Fields	415-690-9879	\$35,000.00
Sutro Tower, Inc.- Installations and Generator Maintenance Contracts - 8 sites	2012	1 La Avanzada St. San Francisco, CA 94131	Eric Dausman	415- 681-8850	\$909,000.00
City of Monterey DMDC - Generator Maintenance Contract - 4 sites	2012	580 Pacific St., Monterey, CA 93940	PJ Kinzie-Garcia	831-242-8724	\$37,410.00
UC Berkeley RSSP - Generator Maintenance Contract - 11 sites	2012	2610 Channing Way Berkeley, CA 94720	Mike Cupp	510- 642-1540	\$9,998.00
City of Vallejo Water Operations Generator Maintenance Contract - 4 sites	2013	202 Fleming Hill Rd. Vallejo, CA 94589	John Palesi	(707) 648-4519	\$17,900.00

EXHIBIT B



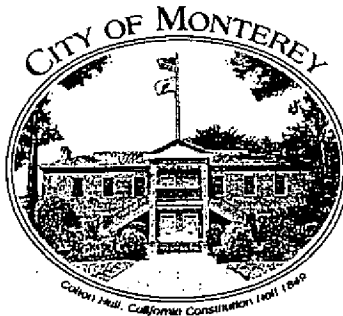


EXHIBIT C

February 24, 2014

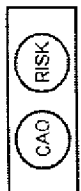
ADDENDUM 1

To: All Contractors

Subject: Limits of Work Clarification.

Project: Generator Maintenance Service Contract for the Federal Government
Defense Manpower Data Center (DMDC)

Sent Via: Email



Questions & Answers from Bid Walk:

1. **Question:** In your bid you are requiring a Kohler Certified Journeyman Level Mechanic as a minimum. Question, are you also requiring certification certificate of the Kohler Certified Journeyman Technician to be required at the time of award?

Answer: Part 1, Page 1, Paragraph 3.

2. **Question:** They did not show us where the load banks have been connected into the generators in the past? The 750KW generator set is 480 volts and their normally connected at the generator breaker! The 2.5 MW generators are 12.5K voltage and need to be transformed down to a manageable voltage like 480 volts for the load banks! Is there a location to tie the load banks in at 480 volts or lower? If not a transformer and med voltage cable would need to be temporally connected at great expense.

Answer: Contractor will need to provide a 12.5 KV load bank and the generator main breakers will be their attachment point.

3. **Question:** Part 11 page 1 items 4 and 8 annual parts, are these spare parts that may be needed? If yes and so we all bid on the same thing what parts do you want on hand? Then can these spare parts be stored on site so if a technician is called out and come straight from a job site he will have access to the spare parts?

Answer: Part IV, Page 16 Exhibit B. Coolant, lube oil, filters, fuel filter, etc. are items needed for the service. Contractor to bid on their cost to complete full service levels as outline in Exhibit B. Storage of items is on the contractor. There will be no storage on site of materials.

Agreement #: Ag-3414 - Page 60 of 103

4. **Question:** Part 11 page 2 item 18 What do we do here, what is the \$10,000? Do we mark up the \$10k and why does it say total mark up? You cannot total a percentage mark up! What were you looking for here?

Answer: See Revised Part II dated February 24, 2014

Clarifications:

1. Contractor is to bid on Revised Part II date February 24, 2014.
2. Prevailing Wages for Presidio Municipal Services Agency Projects. Service Contract Act (SCA – title 29 CRF Part 4, Labor Standards for Federal Service Contracts).

ACKNOWLEDGEMENT OF ADDENDUM

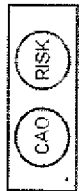
All bid quotes must acknowledge this addendum in writing.

Sincerely,

//ss//

Pj Kinzie-Garcia
Maintenance Technician

Pc: General Services Superintendent



**GENERATOR MAINTENANCE FOR THE FEDERAL GOVERNMENT DEFENSE MANPOWER DATA
CENTER
CITY OF MONTEREY
SERVICE CONTRACT
PROPOSAL SCHEDULE OF QUANTITIES & PRICES**

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Specifications for the prices set forth in the following schedule.

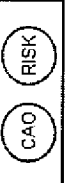
BASE BID

Item No	Description	Unit	Unit price	Quantity	Amount
1	Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator	LS		2	
2	Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator	LS		2	
3	Annual Load Test for 750 KW Kohler Generator	LS		2	
4	Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator	LS		2	
5	Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator	LS		2	
6	Annual Load Test for 2.5 MW Kohler Generator	LS		2	
TOTAL OF BASE BID ITEMS 1 THROUGH 6					



ADDITITIVE ALTERNATIVE BID SCHEDULE

Item	Description	Unit	Unit Price	Quantity	Amount
7	Hourly Rate for Additional Work (Normal Hours)	Hr		1	
8	Hourly Rate for Additional Work (After Hours, Weekends, and Holidays)	Hr		1	
9	Hourly Rate for Emergency call back hourly rate (normal hours)	Hr		1	
10	Hourly Rate for Emergency call back hourly rate (After Hours, Weekends, and Holidays)	Hr		1	
11	Hourly Travel Rate	Hr		1	
12	Sub-Contractor Mark-up	%			
13	Material Mark-up	%			
14	Equipment Mark Up	%			
15	Contractor's Fee (\$1 → \$59,999)	%			
16	Contractor's Fee (\$60,000 → \$1,000,00)	%			
17	Total of Mark-up for lines 12 through 16		\$10,000		
TOTAL ADDITIVE BID 7 through 17					
GRAND TOTAL BASE BID PLUS ADDITIVE BID (ITEMS 1 THORUGH 17)					



Bid Item Description

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid

item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

ITEM DESCRIPTIONS: (SCOPE)

1. Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator as described in these specifications. The list of requirements under the Level 1 Semi-Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

2. Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator as described in these specifications. The list of requirements under the Level 2 Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

3. Annual Load Test for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Annual Load Test for 750 KW Kohler Generator as described in these specifications. Load Bank Testing shall be performed annually on each generator. Diesel engines require loads as close to full load as possible as continued inspection at low or no-load conditions can lead to build-up of excessive carbon deposits in the combustion chamber, fuel nozzles, and exhaust piping. Each generator shall be tested using a gradual increase of load for two (2) hours and then remain at full load on site for a minimum of two (2) hours utilizing resistive load banks. The total duration of each load test will be four (4) hours. During this testing careful attention shall be given to application of amp load, pyrometers, oil, water, and engine temperatures. Testing of the high water temperature and low oil pressure shutdowns shall be tested at this time. A detailed report of the tests shall be sent to the Engineer within two (2) weeks after the test has been completed for historical record.

4. Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator

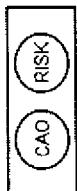
Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator as described in these specifications. The list of requirements under the Level 1 Semi-Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

5. Level 2 Annual Preventative Maintenance for 2.5 MW KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 2 Annual Preventative Maintenance for 2.5 MW Kohler Generator as described in these specifications. The list of requirements under the Level 2 Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

6. Annual Load Test for 2.5 MW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Annual Load Test for 2.5 MW Kohler Generator as described in these specifications. Load Bank Testing shall be performed annually on each generator. Diesel engines require loads as close to full load as possible as continued inspection



at low or no-load conditions can lead to build-up of excessive carbon deposits in the combustion chamber, fuel nozzles, and exhaust piping. Each generator shall be tested using a gradual increase of load for two (2) hours and then remain at full load on site for a minimum of two (2) hours utilizing resistive load banks. The total duration of each load test will be four (4) hours. During this testing careful attention shall be given to application of amp load, pyrometers, oil, water, and engine temperatures. Testing of the high water temperature and low oil pressure shutdowns shall be tested at this time. A detailed report of the tests shall be sent to the COR within two (2) weeks after the test has been completed for historical record.

ADDITIVE ALTERNATIVE BID.

Bid item 7 to 17 will be used to established hourly rate and contractor markup for any repairs necessary beyond what is included in the base bid. Repairs beyond what is covered in base bid shall be paid by force account method (time and material) using the establish hourly rates and mark up. All inventory invoices shall be submitted to the Engineer for review and approval.

7. Hourly Rate for additional work (normal hours)

Normal hours shall be from 8:00 A.M. to 500 P.M. Monday through Friday. In this scope normal hours Measurement for this item shall be the hourly rate for repairs not covered in the base maintenance service occurring during normal business hours.

8. Hourly Rate for Additional Work (after hours, weekend, and holidays).

Hourly rate for repairs not covered after hours, weekends, and holidays. In this scope (normal hours Measurement for this item shall be the hourly rate for repairs not covered in the base maintenance service occurring during normal business hours. The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary. Measurement and payment for this item shall be based on a time and materials rate for repairs not covered in this task order occurring outside of normal business hours (after hours, weekends, and holidays). The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary.

9. Emergency call back hourly rate (normal hours)

Measurement and payment for this item shall be based on a time and materials rate for emergency repairs not covered in this task order occurring during normal business hours. The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary. Hourly Rate for repairs not covered in this task order (after hours, weekends,

10. Emergency call back hourly rate (after hours, weekends, and holidays)

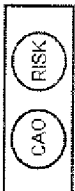
Measurement and payment for this item shall be based on a time and materials rate for emergency repairs not covered in this task order occurring outside of normal business hours (after hours, weekends, and holidays). The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary.

11. Hourly Rate

The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary for the trade except those items listed on the equipment schedule. The trades listed for bid comparison are not exhaustive. Trades not listed may be needed during the course of the contract. In such an event, the City and the Contractor shall mutually agree upon an hourly rate prior to commencement of work by the trade. Under no circumstances shall the rate of pay for any trade be less than the required prevailing wage for federally funded projects or City projects in excess of \$59,999.99. City projects below \$60K do not require prevailing wage.

12. Sub-Contractor Markup

This percentage cost shall include prime contractor's mark-up for sub-contractor's cost for completion of each project work order.



13. Materials Markup

This percentage cost shall include mark up for materials purchased by the prime contractor for each project. The Engineer reserves the right to furnish any or all the materials it deems necessary to complete the work. The contractor shall have no claims for costs and markup on materials furnished by the City.

14. Equipment Schedule & Miscellaneous Charges

This section covers charges related to typical equipment specific to Mitigation, Remediation, and Restoration Services; charges for consumable filters and mobilization fees; as well as a percent reduction for weekly rentals. Equipment prices are for equipment that shall be solely owned or rented by the Contractor. No other equipment, fees or charges are to be invoiced or estimated unless specifically agreed prior to performance of services. Emergency Mobilization consists of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site these fees should only be charged with emergency response.

15. Contractor's Fee

These pay items are for overhead and profit as a percentage of the total construction cost for items listed for project in the ranges of either \$1 to \$59,999 (non-prevailing wage); or from \$60,000 and above. (prevailing wage). This markup only applies to work performed by the prime contractor's own forces. Fee shall include insurance costs.

16. Contractor's Fee

These pay items are for overhead and profit as a percentage of the total construction cost for items listed for a project in the ranges of either 60,000 and above (prevailing wage). This markup only applies to work performed by the prime contractor's own forces. Fee shall include insurance costs.

Termination of Agreement

The City of Monterey may terminate this service agreement with the selected contractor upon ten (10) days written notice if the agreement between the Army and the City of Monterey for provision of Presidio Service Generator Maintenance for Defense Manpower Data Center contract is terminated for any reason. The service agreement with the selected contractor may be terminated immediately without notice if the Contractor is found to have violated the terms of the agreement or any state, federal or local law or requirement related to the subject agreement, has filed a petition for bankruptcy, becomes insolvent, or discontinues its business for any other reason.

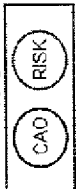
Emergency Call Outs/Penalty for Late Response

The agreement shall include emergency calls (generally fire and life safety incidents or incidents with the potential to impact the critical mission of the DMDC or Army) from City of Monterey or authorized representative with guaranteed arrival of contractor at the scene of the emergency or incident within one (1) hour from the time of the call. Failure of contractor to arrive at the site of the emergency within this one-hour time frame shall result in City assessing a penalty of Five Hundred Dollars (\$500.00); thereafter every 15 minutes an additional One Hundred Dollars (\$100.00) will be assessed per incident. Non-emergency calls shall be responded to within four (4) hours. Failure of contractor to arrive at the site of the non-emergency within this four-hour time frame shall result in City assessing a penalty of Five Hundred Dollars (\$500.00); thereafter every 15 minutes an additional One Hundred Dollars (\$100.00) will be assessed.

Ancillary Items

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

Bid Clarification



Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Base on Grand Total Items 1 through 18.

Pursuant to the provisions of the California Public Contract code Section 20103.8, city reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

The contract maybe renewed for an additional period of four years as the City deems necessary. Any extension of contract shall be mutually agreed between the City and Contractor and any annual inflationary increase shall not exceed the C.P.I. (Consumer Price Index) for the extension period.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Total monthly price shall be for all items as described in these Specifications, including but not limited to all materials, equipment, taxes and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for a period of thirty (30) days after the date set for the opening of bids. At the time of award the successful Bidder must be legally entitled to perform contracts requiring a **Class C-10 Electrical Contractor's license and must be a Kohler Certified Journeyman Level Mechanic.**

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

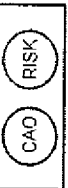
The Noncollusion Affidavit included in this document shall be executed and submitted with each bid.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she posses a license in accordance with a State Act providing for the registration of Contractors. License No. _____, Class: _____, Expiration date: _____

FAILURE TO PROVIDE THIS INFORMATION AND SIGNATURE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE OR WILL RESULT IN REJECTION OF BID.

The foregoing information is true and correct and is executed under penalty of perjury in _____ County, California, ON _____, 201__.



Name of Firm:
 Address:
 Telephone:
 Email:

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.

 Signature

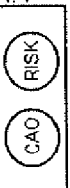
 Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will res a non-responsive bid:

ADDENDA

DATE RECEIVED

1. _____
2. _____
3. _____



The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

Contracting Location Agency	Type Of Job	Date Completed	Dollar Amount
-----------------------------------	----------------	-------------------	------------------

_____	_____	_____	_____
_____	_____	_____	_____

The Bidder shall list below any subcontractors proposed to be used on this project whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

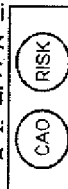
<u>Subcontractor</u>	<u>Trade</u>	<u>License No.</u>
----------------------	--------------	--------------------

_____	_____	_____
_____	_____	_____

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND
SUBMITTED WITH BID**

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of
_____, the party making the foregoing bid; that the bid is not made in the interest of, or on
behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is
genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder
to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any
Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any
manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of
the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price bid, or of that of any other
Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in
proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, direct
indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged informat
data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associ
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and th
bid is not made in the interest of, or on behalf of, any member of the Monterey City Council or any City offi
employee.



Signed: _____

State of _____)

County of _____)

) ss.

On _____ before me, _____

DATE

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity (ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the persons(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

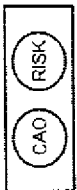
Notary's Signature _____

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.



Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201_ in _____ County, California.

Signature

Printed Name and Title

Local Hiring Requirement

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

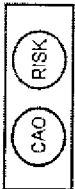
Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provisions of a local hire requirement; or
- (b) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (c) Whenever the City determines that a suitable pool of person providing specialized skills (an example would be marine-related pile drivers) does not exist locally for a specific public works project.



**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Prime Contractor – To be Submitted with Bid)**

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.



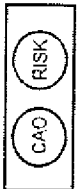
Signature

Printed Name and Title

Date

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____ do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.



Signature

Printed Name and Title

Date

WD 05-2049 (Rev.-16) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2049
Revision No.: 16
Date Of Revision: 06/19/2013

State: California

Area: California Counties of Monterey, San Benito

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.61
01012 - Accounting Clerk II		18.65
01013 - Accounting Clerk III		20.86
01020 - Administrative Assistant		23.99
01040 - Court Reporter		18.52
01051 - Data Entry Operator I		13.74
01052 - Data Entry Operator II		15.11
01060 - Dispatcher, Motor Vehicle		18.79
01070 - Document Preparation Clerk		15.42
01090 - Duplicating Machine Operator		14.11
01111 - General Clerk I		15.14
01112 - General Clerk II		16.12
01113 - General Clerk III		18.55
01120 - Housing Referral Assistant		21.01
01141 - Messenger Courier		15.78
01191 - Order Clerk I		13.72
01192 - Order Clerk II		15.01
01261 - Personnel Assistant (Employment) I		16.46
01262 - Personnel Assistant (Employment) II		19.76
01263 - Personnel Assistant (Employment) III		22.92
01270 - Production Control Clerk		22.92
01280 - Receptionist		15.93
01290 - Rental Clerk		16.25
01300 - Scheduler, Maintenance		19.25
01311 - Secretary I		19.25
01312 - Secretary II		21.45
01313 - Secretary III		23.96
01320 - Service Order Dispatcher		15.59
01410 - Supply Technician		23.99
01420 - Survey Worker		19.82
01531 - Travel Clerk I		13.53
01532 - Travel Clerk II		14.35
01533 - Travel Clerk III		15.40
01611 - Word Processor I		15.04
01612 - Word Processor II		16.90
01613 - Word Processor III		18.89
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.62
05010 - Automotive Electrician		19.76
05040 - Automotive Glass Installer		20.98
05070 - Automotive Worker		20.98



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EXHIBIT C

05110 - Mobile Equipment Servicer	17.87
05130 - Motor Equipment Metal Mechanic	24.32
05160 - Motor Equipment Metal Worker	20.98
05190 - Motor Vehicle Mechanic	21.82
05220 - Motor Vehicle Mechanic Helper	16.88
05250 - Motor Vehicle Upholstery Worker	19.94
05280 - Motor Vehicle Wrecker	20.98
05310 - Painter, Automotive	22.00
05340 - Radiator Repair Specialist	20.98
05370 - Tire Repairer	13.10
05400 - Transmission Repair Specialist	24.32
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.39
07041 - Cook I	15.22
07042 - Cook II	16.97
07070 - Dishwasher	10.40
07130 - Food Service Worker	10.06
07210 - Meat Cutter	17.83
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.96
09040 - Furniture Handler	13.98
09080 - Furniture Refinisher	19.82
09090 - Furniture Refinisher Helper	15.93
09110 - Furniture Repairer, Minor	17.87
09130 - Upholsterer	19.82
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.49
11060 - Elevator Operator	11.52
11090 - Gardener	17.50
11122 - Housekeeping Aide	12.86
11150 - Janitor	12.86
11210 - Laborer, Grounds Maintenance	14.74
11240 - Maid or Houseman	11.32
11260 - Pruner	12.82
11270 - Tractor Operator	18.13
11330 - Trail Maintenance Worker	14.74
11360 - Window Cleaner	13.81
12000 - Health Occupations	
12010 - Ambulance Driver	21.51
12011 - Breath Alcohol Technician	21.51
12012 - Certified Occupational Therapist Assistant	25.92
12015 - Certified Physical Therapist Assistant	25.48
12020 - Dental Assistant	18.18
12025 - Dental Hygienist	48.13
12030 - EKG Technician	31.29
12035 - Electroneurodiagnostic Technologist	31.29
12040 - Emergency Medical Technician	20.01
12071 - Licensed Practical Nurse I	21.15
12072 - Licensed Practical Nurse II	23.66
12073 - Licensed Practical Nurse III	26.38
12100 - Medical Assistant	18.50
12130 - Medical Laboratory Technician	23.27
12160 - Medical Record Clerk	16.24
12190 - Medical Record Technician	18.16
12195 - Medical Transcriptionist	17.11
12210 - Nuclear Medicine Technologist	39.73
12221 - Nursing Assistant I	11.51
12222 - Nursing Assistant II	12.94
12223 - Nursing Assistant III	14.12
12224 - Nursing Assistant IV	15.86



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EXHIBIT C

12235 - Optical Dispenser	17.36
12236 - Optical Technician	21.15
12250 - Pharmacy Technician	20.69
12280 - Phlebotomist	15.86
12305 - Radiologic Technologist	32.35
12311 - Registered Nurse I	28.49
12312 - Registered Nurse II	34.86
12313 - Registered Nurse II, Specialist	34.86
12314 - Registered Nurse III	42.17
12315 - Registered Nurse III, Anesthetist	42.17
12316 - Registered Nurse IV	50.54
12317 - Scheduler (Drug and Alcohol Testing)	28.14
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.69
13012 - Exhibits Specialist II	27.50
13013 - Exhibits Specialist III	34.40
13041 - Illustrator I	22.69
13042 - Illustrator II	28.11
13043 - Illustrator III	34.40
13047 - Librarian	30.27
13050 - Library Aide/Clerk	16.40
13054 - Library Information Technology Systems Administrator	27.30
13058 - Library Technician	18.04
13061 - Media Specialist I	17.31
13062 - Media Specialist II	19.22
13063 - Media Specialist III	21.33
13071 - Photographer I	17.39
13072 - Photographer II	20.82
13073 - Photographer III	25.80
13074 - Photographer IV	31.55
13075 - Photographer V	38.18
13110 - Video Teleconference Technician	19.37
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.25
14042 - Computer Operator II	18.75
14043 - Computer Operator III	20.89
14044 - Computer Operator IV	23.24
14045 - Computer Operator V	23.72
14071 - Computer Programmer I	(see 1) 25.23
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.25
14160 - Personal Computer Support Technician	23.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.67
15020 - Aircrew Training Devices Instructor (Rated)	33.42
15030 - Air Crew Training Devices Instructor (Pilot)	37.75
15050 - Computer Based Training Specialist / Instructor	29.67
15060 - Educational Technologist	33.83
15070 - Flight Instructor (Pilot)	37.75
15080 - Graphic Artist	26.61
15090 - Technical Instructor	22.00
15095 - Technical Instructor/Course Developer	26.91
15110 - Test Proctor	19.50
15120 - Tutor	19.50
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	



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16010 - Assembler	11.01
16030 - Counter Attendant	11.01
16040 - Dry Cleaner	13.09
16070 - Finisher, Flatwork, Machine	11.01
16090 - Presser, Hand	11.01
16110 - Presser, Machine, Drycleaning	11.01
16130 - Presser, Machine, Shirts	11.01
16160 - Presser, Machine, Wearing Apparel, Laundry	11.01
16190 - Sewing Machine Operator	13.75
16220 - Tailor	14.45
16250 - Washer, Machine	11.70
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.00
19040 - Tool And Die Maker	26.42
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.70
21030 - Material Coordinator	20.04
21040 - Material Expediter	20.04
21050 - Material Handling Laborer	12.82
21071 - Order Filler	15.57
21080 - Production Line Worker (Food Processing)	15.70
21110 - Shipping Packer	14.34
21130 - Shipping/Receiving Clerk	14.34
21140 - Store Worker I	15.38
21150 - Stock Clerk	18.12
21210 - Tools And Parts Attendant	15.90
21410 - Warehouse Specialist	15.70
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.48
23021 - Aircraft Mechanic I	23.01
23022 - Aircraft Mechanic II	22.48
23023 - Aircraft Mechanic III	23.42
23040 - Aircraft Mechanic Helper	17.82
23050 - Aircraft, Painter	20.93
23060 - Aircraft Servicer	19.88
23080 - Aircraft Worker	20.96
23110 - Appliance Mechanic	24.49
23120 - Bicycle Repairer	14.26
23125 - Cable Splicer	23.36
23130 - Carpenter, Maintenance	25.95
23140 - Carpet Layer	21.35
* 23160 - Electrician, Maintenance	29.02
23181 - Electronics Technician Maintenance I	22.87
23182 - Electronics Technician Maintenance II	24.45
23183 - Electronics Technician Maintenance III	26.69
23260 - Fabric Worker	20.07
23290 - Fire Alarm System Mechanic	26.10
23310 - Fire Extinguisher Repairer	18.97
23311 - Fuel Distribution System Mechanic	25.70
23312 - Fuel Distribution System Operator	20.87
23370 - General Maintenance Worker	18.35
23380 - Ground Support Equipment Mechanic	23.01
23381 - Ground Support Equipment Servicer	19.88
23382 - Ground Support Equipment Worker	20.96
23391 - Gunsmith I	18.97
23392 - Gunsmith II	21.16
23393 - Gunsmith III	23.36
23410 - Heating, Ventilation And Air-Conditioning Mechanic	28.04
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	29.33

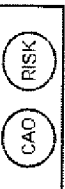
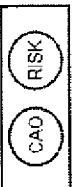


EXHIBIT C

23430 - Heavy Equipment Mechanic	22.99
23440 - Heavy Equipment Operator	27.95
23460 - Instrument Mechanic	23.36
23465 - Laboratory/Shelter Mechanic	22.26
23470 - Laborer	13.29
23510 - Locksmith	22.07
23530 - Machinery Maintenance Mechanic	26.79
23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	15.14
23591 - Metrology Technician I	23.36
23592 - Metrology Technician II	24.43
23593 - Metrology Technician III	25.44
23640 - Millwright	23.36
23710 - Office Appliance Repairer	22.68
23760 - Painter, Maintenance	22.60
23790 - Pipefitter, Maintenance	23.94
23810 - Plumber, Maintenance	24.93
23820 - Pneudraulic Systems Mechanic	23.36
23850 - Rigger	23.36
23870 - Scale Mechanic	21.16
23890 - Sheet-Metal Worker, Maintenance	28.94
23910 - Small Engine Mechanic	20.99
23931 - Telecommunications Mechanic I	27.56
23932 - Telecommunications Mechanic II	28.83
23950 - Telephone Lineman	23.36
23960 - Welder, Combination, Maintenance	18.55
23965 - Well Driller	23.36
23970 - Woodcraft Worker	23.36
23980 - Woodworker	18.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.36
24580 - Child Care Center Clerk	16.28
24610 - Chore Aide	11.81
24620 - Family Readiness And Support Services Coordinator	17.56
24630 - Homemaker	17.56
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.77
25040 - Sewage Plant Operator	27.24
25070 - Stationary Engineer	28.77
25190 - Ventilation Equipment Tender	21.46
25210 - Water Treatment Plant Operator	27.24
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.28
27007 - Baggage Inspector	11.48
27008 - Corrections Officer	30.61
27010 - Court Security Officer	30.20
27030 - Detection Dog Handler	13.65
27040 - Detention Officer	33.67
27070 - Firefighter	26.06
27101 - Guard I	11.48
27102 - Guard II	13.65
27131 - Police Officer I	34.33
27132 - Police Officer II	38.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.93
28042 - Carnival Equipment Repairer	13.65
28043 - Carnival Equipment Worker	10.77
28210 - Gate Attendant/Gate Tender	14.88
28310 - Lifeguard	14.61
28350 - Park Attendant (Aide)	16.68



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EXHIBIT C

28510 - Recreation Aide/Health Facility Attendant	12.14
28515 - Recreation Specialist	15.58
28630 - Sports Official	13.28
28690 - Swimming Pool Operator	19.59
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.16
29020 - Hatch Tender	21.16
29030 - Line Handler	21.16
29041 - Stevedore I	17.82
29042 - Stevedore II	22.26
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.35
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.20
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.16
30021 - Archeological Technician I	18.88
30022 - Archeological Technician II	21.63
30023 - Archeological Technician III	28.05
30030 - Cartographic Technician	28.05
30040 - Civil Engineering Technician	30.21
30061 - Drafter/CAD Operator I	20.25
30062 - Drafter/CAD Operator II	22.65
30063 - Drafter/CAD Operator III	25.24
30064 - Drafter/CAD Operator IV	31.07
30081 - Engineering Technician I	17.38
30082 - Engineering Technician II	19.47
30083 - Engineering Technician III	24.33
30084 - Engineering Technician IV	30.39
30085 - Engineering Technician V	34.33
30086 - Engineering Technician VI	39.21
30090 - Environmental Technician	28.05
30210 - Laboratory Technician	22.91
30240 - Mathematical Technician	28.05
30361 - Paralegal/Legal Assistant I	21.55
30362 - Paralegal/Legal Assistant II	26.65
30363 - Paralegal/Legal Assistant III	32.63
30364 - Paralegal/Legal Assistant IV	39.44
30390 - Photo-Optics Technician	28.05
30461 - Technical Writer I	22.51
30462 - Technical Writer II	27.53
30463 - Technical Writer III	33.32
30491 - Unexploded Ordnance (UXO) Technician I	26.92
30492 - Unexploded Ordnance (UXO) Technician II	32.56
30493 - Unexploded Ordnance (UXO) Technician III	39.03
30494 - Unexploded (UXO) Safety Escort	26.92
30495 - Unexploded (UXO) Sweep Personnel	26.92
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	25.24
30621 - Weather Observer, Senior (see 2)	28.05
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.87
31030 - Bus Driver	19.17
31043 - Driver Courier	12.20
31260 - Parking and Lot Attendant	10.15
31290 - Shuttle Bus Driver	12.94
31310 - Taxi Driver	12.31
31361 - Truckdriver, Light	12.94
31362 - Truckdriver, Medium	16.07
31363 - Truckdriver, Heavy	19.34
31364 - Truckdriver, Tractor-Trailer	19.34
99000 - Miscellaneous Occupations	
99030 - Cashier	16.13

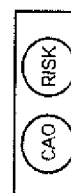


EXHIBIT C

99050 - Desk Clerk	13.17
99095 - Embalmer	25.27
99251 - Laboratory Animal Caretaker I	15.87
99252 - Laboratory Animal Caretaker II	16.83
99310 - Mortician	25.27
99410 - Pest Controller	16.75
99510 - Photofinishing Worker	13.88
99710 - Recycling Laborer	11.45
99711 - Recycling Specialist	20.57
99730 - Refuse Collector	16.80
99810 - Sales Clerk	12.72
99820 - School Crossing Guard	12.54
99830 - Survey Party Chief	26.68
99831 - Surveying Aide	13.98
99832 - Surveying Technician	19.14
99840 - Vending Machine Attendant	19.30
99841 - Vending Machine Repairer	22.83
99842 - Vending Machine Repairer Helper	19.30



ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Agreement #: Ag-3414 - Page 80 of 103

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

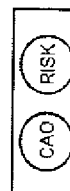
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to



this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

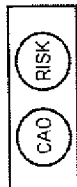
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process



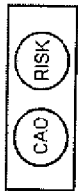
the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.





February 25, 2014

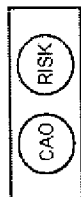
ADDENDUM 2

To: All Contractors

Subject: Limits of Work Clarification.

Project: Generator Maintenance Service Contract for the Federal Government Defense Manpower Data Center (DMDC)

Sent Via: Email



Clarifications:

1. Contractor is to bid on Revised Part II date February 25, 2014.
- Base Bid #5, Corrected to say that you are bidding on 2.5 MW Kohler.

ACKNOWLEDGEMENT OF ADDENDUM

All bid quotes must acknowledge this addendum in writing.

Sincerely,

//ss//

Pj Kinzie-Garcia
Maintenance Technician

Pc: General Services Superintendent

**GENERATOR MAINTENANCE FOR THE FEDERAL GOVERNMENT DEFENSE MANPOWER DATA
CENTER
CITY OF MONTEREY
SERVICE CONTRACT
PROPOSAL SCHEDULE OF QUANTITIES & PRICES**

To the Honorable City Council
City of Monterey
City Hall
Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Specifications for the prices set forth in the following schedule.

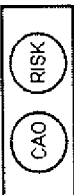
BASE BID

Item No	Description	Unit	Unit price	Quantity	Amount
1	Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator	LS		2	
2	Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator	LS		2	
3	Annual Load Test for 750 KW Kohler Generator	LS		2	
4	Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator	LS		2	
5	Level 2 Annual Preventative Maintenance for 2.5 MW Kohler Generator	LS		2	
6	Annual Load Test for 2.5 MW Kohler Generator	LS		2	
TOTAL OF BASE BID ITEMS 1 THROUGH 6					



ADDITIVE ALTERNATIVE BID SCHEDULE

Item	Description	Unit	Unit Price	Quantity	Amount
7	Hourly Rate for Additional Work (Normal Hours)	Hr		1	
8	Hourly Rate for Additional Work (After Hours, Weekends, and Holidays)	Hr		1	
9	Hourly Rate for Emergency call back hourly rate (normal hours)	Hr		1	
10	Hourly Rate for Emergency call back hourly rate (After Hours, Weekends, and Holidays)	Hr		1	
11	Hourly Travel Rate	Hr		1	
12	Sub-Contractor Mark-up	%			
13	Material Mark-up	%			
14	Equipment Mark Up	%			
15	Contractor's Fee (\$1 → \$59,999)	%			
16	Contractor's Fee (\$60,000 → \$1,000,00)	%			
17	Total of Mark-up for lines 12 through 16		\$10,000		
TOTAL ADDITIVE BID 7 through 17					
GRAND TOTAL BASE BID PLUS ADDITIVE BID (ITEMS 1 THORUGH 17)					



Bid Item Description

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid

item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

ITEM DESCRIPTIONS: (SCOPE)

1. Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 1 Semi-Annual Preventative Maintenance for 750 KW Kohler Generator as described in these specifications. The list of requirements under the Level 1 Semi-Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

2. Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 2 Annual Preventative Maintenance for 750 KW Kohler Generator as described in these specifications. The list of requirements under the Level 2 Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

3. Annual Load Test for 750 KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Annual Load Test for 750 KW Kohler Generator as described in these specifications. Load Bank Testing shall be performed annually on each generator. Diesel engines require loads as close to full load as possible as continued inspection at low or no-load conditions can lead to build-up of excessive carbon deposits in the combustion chamber, fuel nozzles, and exhaust piping. Each generator shall be tested using a gradual increase of load for two (2) hours and then remain at full load on site for a minimum of two (2) hours utilizing resistive load banks. The total duration of each load test will be four (4) hours. During this testing careful attention shall be given to application of amp load, pyrometers, oil, water, and engine temperatures. Testing of the high water temperature and low oil pressure shutdowns shall be tested at this time. A detailed report of the tests shall be sent to the Engineer within two (2) weeks after the test has been completed for historical record.

4. Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator

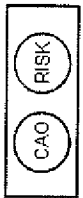
Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 1 Semi-Annual Preventative Maintenance for 2.5 MW Kohler Generator as described in these specifications. The list of requirements under the Level 1 Semi-Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

5. Level 2 Annual Preventative Maintenance for 2.5 MW KW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Level 2 Annual Preventative Maintenance for 2.5 MW Kohler Generator as described in these specifications. The list of requirements under the Level 2 Annual Preventive Maintenance Agreement is included in Part IV, Technical Specifications Exhibit B.

6. Annual Load Test for 2.5 MW Kohler Generator

Measurement and payment for this item shall be based on a lump sum price paid for furnishing all labor, materials, tools, equipment, and incidentals for work involved in completing Annual Load Test for 2.5 MW Kohler Generator as described in these specifications. Load Bank Testing shall be performed annually on each generator. Diesel engines require loads as close to full load as possible as continued inspection



at low or no-load conditions can lead to build-up of excessive carbon deposits in the combustion chamber, fuel nozzles, and exhaust piping. Each generator shall be tested using a gradual increase of load for two (2) hours and then remain at full load on site for a minimum of two (2) hours utilizing resistive load banks. The total duration of each load test will be four (4) hours. During this testing careful attention shall be given to application of amp load, pyrometers, oil, water, and engine temperatures. Testing of the high water temperature and low oil pressure shutdowns shall be tested at this time. A detailed report of the tests shall be sent to the COR within two (2) weeks after the test has been completed for historical record.

ADDITIVE ALTERNATIVE BID.

Bid item 7 to 17 will be used to established hourly rate and Contractor markup for any repairs necessary beyond what is included in the base bid. Repairs beyond what is covered in base bid shall be paid by force account method (time and material) using the establish hourly rates and mark up. All inventory invoices shall be submitted to the Engineer for review and approval.

7. Hourly Rate for additional work (normal hours)

Normal hours shall be from 8:00 A.M. to 500 P.M. Monday through Friday. In this scope normal hours Measurement for this item shall be the hourly rate for repairs not covered in the base maintenance service occurring during normal business hours.

8. Hourly Rate for Additional Work (after hours, weekend, and holidays).

Hourly rate for repairs not covered after hours, weekends, and holidays. In this scope (normal hours Measurement for this item shall be the hourly rate for repairs not covered in the base maintenance service occurring during normal business hours. The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary. Measurement and payment for this item shall be based on a time and materials rate for repairs not covered in this task order occurring outside of normal business hours (after hours, weekends, and holidays). The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary.

9. Emergency call back hourly rate (normal hours)

Measurement and payment for this item shall be based on a time and materials rate for emergency repairs not covered in this task order occurring during normal business hours. The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary. Hourly Rate for repairs not covered in this task order (after hours, weekends,

10. Emergency call back hourly rate (after hours, weekends, and holidays)

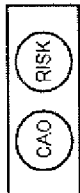
Measurement and payment for this item shall be based on a time and materials rate for emergency repairs not covered in this task order occurring outside of normal business hours (after hours, weekends, and holidays). The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary.

11. Hourly Rate

The hourly rate will include the labor cost, labor cost surcharge, and labor markup and equipment necessary for the trade except those items listed on the equipment schedule. The trades listed for bid comparison are not exhaustive. Trades not listed may be needed during the course of the contract. In such an event, the City and the Contractor shall mutually agree upon an hourly rate prior to commencement of work by the trade. Under no circumstances shall the rate of pay for any trade be less than the required prevailing wage for federally funded projects or City projects in excess of \$59,999.99. City projects below \$60K do not require prevailing wage.

12. Sub-Contractor Markup

This percentage cost shall include prime contractor's mark-up for sub-contractor's cost for completion of each project work order.



13. Materials Markup

This percentage cost shall include mark up for materials purchased by the prime contractor for each project. The Engineer reserves the right to furnish any or all the materials it deems necessary to complete the work. The contractor shall have no claims for costs and markup on materials furnished by the City.

14. Equipment Schedule & Miscellaneous Charges

This section covers charges related to typical equipment specific to Mitigation, Remediation, and Restoration Services; charges for consumable filters and mobilization fees; as well as a percent reduction for weekly rentals. Equipment prices are for equipment that shall be solely owned or rented by the Contractor. No other equipment, fees or charges are to be invoiced or estimated unless specifically agreed prior to performance of services. Emergency Mobilization consists of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site these fees should only be charged with emergency response.

15. Contractor's Fee

These pay items are for overhead and profit as a percentage of the total construction cost for items listed for project in the ranges of either \$1 to \$59,999 (non-prevailing wage); or from \$60,000 and above. (prevailing wage). This markup only applies to work performed by the prime contractor's own forces. Fee shall include insurance costs.

16. Contractor's Fee

These pay items are for overhead and profit as a percentage of the total construction cost for items listed for a project in the ranges of either \$60,000 and above (prevailing wage). This markup only applies to work performed by the prime contractor's own forces. Fee shall include insurance costs.

Termination of Agreement

The City of Monterey may terminate this service agreement with the selected contractor upon ten (10) days written notice if the agreement between the Army and the City of Monterey for provision of Presidio Service Generator Maintenance for Defense Manpower Data Center contract is terminated for any reason. The service agreement with the selected contractor may be terminated immediately without notice if the Contractor is found to have violated the terms of the agreement or any state, federal or local law or requirement related to the subject agreement, has filed a petition for bankruptcy, becomes insolvent, or discontinues its business for any other reason.

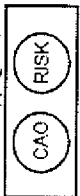
Emergency Call Outs/Penalty for Late Response

The agreement shall include emergency calls (generally fire and life safety incidents or incidents with the potential to impact the critical mission of the DMDC or Army) from City of Monterey or authorized representative with guaranteed arrival of contractor at the scene of the emergency or incident within one (1) hour from the time of the call. Failure of contractor to arrive at the site of the emergency within this one-hour time frame shall result in City assessing a penalty of Five Hundred Dollars (\$500.00); thereafter every 15 minutes an additional One Hundred Dollars (\$100.00) will be assessed per incident. Non-emergency calls shall be responded to within four (4) hours. Failure of contractor to arrive at the site of the non-emergency within this four-hour time frame shall result in City assessing a penalty of Five Hundred Dollars (\$500.00); thereafter every 15 minutes an additional One Hundred Dollars (\$100.00) will be assessed.

Ancillary Items

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

Bid Clarification



Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Base on Grand Total Items 1 through 18.

Pursuant to the provisions of the California Public Contract code Section 20103.8, city reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

The contract maybe renewed for an additional period of four years as the City deems necessary. Any extension of contract shall be mutually agreed between the City and Contractor and any annual inflationary increase shall not exceed the C.P.I. (Consumer Price Index) for the extension period.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

Total monthly price shall be for all items as described in these Specifications, including but not limited to all materials, equipment, taxes and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for a period of thirty (30) days after the date set for the opening of bids. At the time of award the successful Bidder must be legally entitled to perform contracts requiring a **Class C-10 Electrical Contractor's license and must be a Kohler Certified Journeyman Level Mechanic.**

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

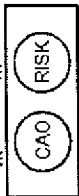
The Noncollusion Affidavit included in this document shall be executed and submitted with each bid.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

FAILURE TO PROVIDE THIS INFORMATION AND SIGNATURE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE OR WILL RESULT IN REJECTION OF BID.

The foregoing information is true and correct and is executed under penalty of perjury in _____ County, California, ON _____, 201_.



Name of Firm:
Address:
Telephone:
Email:

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.

Signature

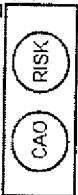
Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA

DATE RECEIVED

1. _____
2. _____
3. _____



The Bidder shall list below jobs of a similar nature completed by Bidder's organization within the past three (3) years:

Contracting Location Agency	Type Of Job	Date Completed	Dollar Amount
-----------------------------------	----------------	-------------------	------------------

_____	_____	_____	_____
_____	_____	_____	_____

The Bidder shall list below any subcontractors proposed to be used on this project whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

<u>Subcontractor</u>	<u>Trade</u>	<u>License No.</u>
----------------------	--------------	--------------------

_____	_____	_____
_____	_____	_____

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND
SUBMITTED WITH BID**

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price bid, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and that the bid is not made in the interest of, or on behalf of, any member of the Monterey City Council or any City official or employee.



Signed: _____

State of _____)

) ss.

County of _____)

On _____ before me, _____
DATE Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

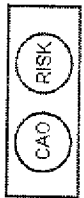
Notary's Signature

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.



Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201_ in _____ County, California.

Signature

Printed Name and Title

Local Hiring Requirement

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

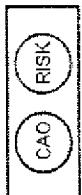
Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

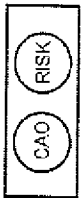
The local hiring requirement shall not apply under the following circumstances:

- (a) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provisions of a local hire requirement; or
- (b) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (c) Whenever the City determines that a suitable pool of person providing specialized skills (an example would be marine-related pile drivers) does not exist locally for a specific public works project.



**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Prime Contractor – To be Submitted with Bid)**

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____ do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.



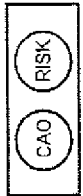
Signature

Printed Name and Title

Date

**Certification of Good-Faith Effort to Hire Monterey Bay Area Residents
(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

I, _____, a licensed contractor, or responsible managing officer, of the company known as _____, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.



Signature

Printed Name and Title

Date



American Contractors Indemnity Company
501 S. Figueroa Street, Suite 1600, Los Angeles, California 90017
main 310 649 0990 facsimile 310 649 0416

Bond No. 1000996969

Premium: \$ 1,223.00

Public Works – Performance

KNOW ALL MEN BY THESE PRESENTS, That we, WESTERN MACHINERY ELECTRIC, INC., as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of California, and authorized to transact a general surety business in the State of CALIFORNIA, as Surety, are held and firmly bound unto COUNTY OF MONTEREY

, as Oblige, in the sum of FORTY THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$ 40,750.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, the above-bounden Principal has entered into a contract dated _____ with said Oblige to do and perform the following work, to wit:

GENERATOR MAINTENANCE SERVICE CONTRACT FOR THE FEDERAL GOVERNMENT DEFENSE MANPOWER DATA CENTER (DMDC)

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform or cause to be performed, "the works under the contract," then this bond shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this 3RD day of APRIL, 2014

WESTERN MACHINERY ELECTRIC, INC.

Principal

By [Signature]

AMERICAN CONTRACTORS INDEMNITY COMPANY

[Signature]
DAREN EISEMAN

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

On 4-3-2014 before me, VICKY TROYAN, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared DAREN EISEMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Vicky Troyan
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

 (Title)
☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.



HCC

American Contractors Indemnity Company
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017
main 310 649 0990 facsimile 310 649 0416

Bond No. 1000996969

Premium: \$ INCLUDED IN PERFORMANCE PORTION

Public Works – Payment

KNOW ALL MEN BY THESE PRESENTS, That we, WESTERN MACHINERY ELECTRIC, INC., as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of California, and authorized to transact a general surety business in the State of CALIFORNIA, as Surety, are held and firmly bound unto COUNTY OF MONTEREY, as Oblige, in the sum of FORTY THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$ 40,750.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, the above-bounden Principal has entered into a contract dated _____ with said Oblige to do and perform the following work, to wit:

GENERATOR MAINTENANCE SERVICE CONTRACT FOR THE FEDERAL GOVERNMENT DEFENSE MANPOWER DATA CENTER (DMDC)

NOW, THEREFORE, if the above-bounden Principal shall faithfully pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work, then this bond shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this 3RD day of APRIL, 2014

WESTERN MACHINERY ELECTRIC, INC.

Principal

By

AMERICAN CONTRACTORS INDEMNITY COMPANY

DAREN EISEMAN

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sacramento

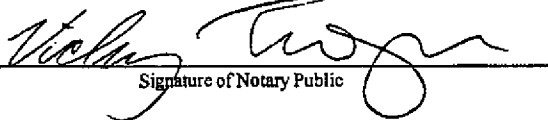
On 4-3-2014 before me, VICKY TROYAN, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared DAREN EISEMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAO

RISK

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Eric J. Fedors, Sheryl Smith, Elizabeth A. Juarez, Nhung H. Saephan, Katy Travis, Vicky Troyan,
or Daren Eiseman of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 8, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-fact to represent and act on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

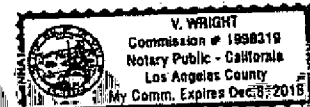
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s) for the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature: V. MAS (Seal)



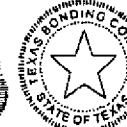
I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3RD day of APRIL, 2014.

Corporate Seals

1000996969

Bond Number: 1000996969
Agency No: 9010



Jeannie Lee, Ass
CAO RISK

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER, LEGALLY NOTORIZED AND
SUBMITTED WITH BID**

State of California)

County of _____) ss.

Leonard Horowitz, being first duly sworn, deposes and says that he or she is Vice President of Western Machinery Electric, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price bid, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and that the bid is not made in the interest of, or on behalf of, any member of the Monterey City Council or any City officer or employee.

Signed: [Signature]State of California)County of Solano) ss.

On 2-19-14 before me, Leonard Horowitz Vice President
DATE Here Insert Name and Title of the Officer
personally appeared Leonard Horowitz
Name(s) of Signer(s)



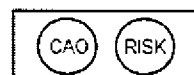
(seal)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary's Signature



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 19th day of February, 2014 in Benicia, Solano County, California.

Signature

Len Horowitz

Printed Name and Title

Revised 10/02/12

