

ITEM 4.9

CITY MANAGER'S REPORT OCTOBER 9, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE CONTRACT WITH HOLT OF CALIFORNIA INC. FOR CITYWIDE GENERATOR AND FIRE PUMP MAINTENANCE AND APPROVE BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Approving a Contract with Holt of California Inc. for Citywide Generator and Fire Pump Maintenance and Approve Budget Amendment

SUMMARY:

The City of Lathrop is responsible for the operation and maintenance of various facilities across the City that are critical to the health, safety and well-being of the citizens. These facilities include, but are not limited to, City Hall, Corporation Yard, Police Station, utility pump stations, the water treatment plant, and water storage tanks with fire pumps. A key factor in the reliability of these facilities is having a source of backup electrical power, which is often provided by large-scale diesel generators. These generators and fire pumps require annual routine maintenance to ensure proper operation and to extend their useful life.

Staff obtained proposals from three (3) qualified vendors for citywide generator and fire pump maintenance services. Staff requests Council approve a contract with Holt of California, Inc. (Holt) for an amount of \$121,453.

Sufficient funds were not included in the adopted FY 2023-24 approved budget; therefore, staff also requests City Council approve a budget amendment as outlined in the fiscal impact section.

BACKGROUND:

The City of Lathrop is responsible for the operation and maintenance of various facilities across the City that are critical to the health, safety and wellbeing of our residents. These facilities include, but are not limited to, City Hall, Corporation Yard, Police Station, utility pump stations, water treatment plant and water storage tanks with fire pumps. A key factor in the reliability of these facilities is having a source of backup power, which is often provided by large-scale diesel generators. Currently, there are approximately 50 facilities City-wide with a generator and/or a fire pump.

These generators and fire pumps require annual routine maintenance to ensure proper operation and maximize their service life. City staff perform basic maintenance tasks such as regular startup, battery replacement, and fueling; however, additional maintenance services are typically required, which usually consist of a combination of the following:

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OPERATIONAL & FUNCTIONAL REVIEW OF CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware
- Inspect the fueling system, including ignition, tank levels, hoses, components and fittings
- Inspect batteries, terminals, wiring, and charging levels
- Inspect the control system and transfer switches

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel, and water filters
- Post lube services operations of genset (unloaded) at rated temperature

RESISTIVE LOAD BANK TEST

- Connect engine to load bank device and operate at the full design capacity
- Prevents “wet stacking” which occurs when an engine is frequently run without reaching sufficient operating temperature.

Staff requested proposals from four (4) vendors and received three (3) complete proposals, as summarized in Table 1 below:

Table 1: Summary of Proposals

Contractor	Total
Holt of California, Inc.	\$121,453
Cummins, Inc.	\$142,687
Collicut Energy	\$143,680

Staff reviewed and evaluated the proposals and determined that Holt provided the lowest proposal. Staff requests Council approve a contract with Holt for \$121,453.

REASON FOR RECOMMENDATION:

Routine maintenance on backup generators and fire pumps will ensure proper operation and extend lifespan. In addition, preventative maintenance on fire pumps is a requirement of the National Fire Protection Association (NFPA), the National Electrical Code (NEC), the Office of Statewide Health Planning and Development (OSHPD), the Life Safety Code, and the Joint Commission.

FISCAL IMPACT:

The cost of the contract with Holt for the Citywide Generator and Fire Pump Maintenance is \$121,453 and the contract term period is from October 9, 2023 – June 30, 2024.

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Sufficient funds were not included in the adopted FY 2023-2024 budget. Therefore, a budget amendment is necessary, as detailed below:

Fund	Increase Fund Appropriation	FY 2023-24
General Fund	1010-30-05-420-25-00	\$2,586
General Fund	1010-40-50-420-25-00	\$2,290
General Fund	1010-30-20-420-25-00	\$2,529
Storm Drain - Spec. Fund	2510-50-20-420-75-00	\$2,178
Crossroads Storm Drain	2500-50-21-420-75-00	\$4,715
Mossdale CFD Fund	2570-50-63-420-75-00	\$18,397
South Lathrop CFD 2019-1 Fund	2670-50-55-420-75-00	\$4,723
CLSP Services CFD 2019-2	2680-50-55-420-75-00	\$14,620
Water Fund	5620-50-50-420-75-00	\$33,795
MWQCF Collection System Fund	6010-50-30-420-75-00	\$9,615
CTF-MBR Sewer Fund	6080-50-34-420-75-00	\$22,849
Stonebridge Drain & Lighting	2560-50-61-420-75-00	\$3,155
	Total	\$121,453

ATTACHMENTS:

- A. Resolution Approving a Contract with Holt of California Inc. for Citywide Generator and Fire Pump Maintenance and Approving Budget Amendment
- B. Contract with Holt of California Inc. for Citywide Generator and Fire Pump Maintenance


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PUMP MAINTENANCE AND APPROVE BUDGET AMENDMENT

APPROVALS:




Steven Hollenbeak
Assistant Engineer

10.4.23
Date



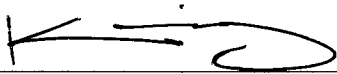
Tony Fernandes
Information Systems Director

10.4.23
Date

 FOR CO

Cari James
Director of Finance

10/04/2023
Date



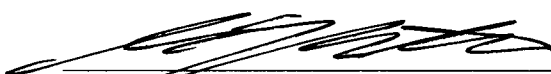
Michael King
Assistant City Manager

10-4-2023
Date



Salvador Navarrete
City Attorney

10.3.2023
Date



Stephen J. Salvatore
City Manager

10.4.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONTRACT WITH HOLT OF CALIFORNIA INC. FOR CITYWIDE GENERATOR AND FIRE PUMP MAINTENANCE AND APPROVE BUDGET AMENDMENT

WHEREAS, the City of Lathrop is responsible for the operation and maintenance of various facilities across the City that are critical to the health, safety and wellbeing of our residents; and

WHEREAS, these facilities include, but are not limited to, City Hall, Corporation Yard, Police Station, utility pump stations, water treatment plant and water storage tanks with fire pumps; and

WHEREAS, a key factor in the reliability of these facilities is having a source of backup power and this is often accomplished by large-scale diesel generators; and

WHEREAS, generators and the fire pumps require annual routine maintenance to ensure proper operation and to extend their useful life; and

WHEREAS, staff requested proposals from four (4) vendors and received three (3) complete proposals, as summarized in Table 1 below:

Table 1: Summary of Proposals

Contractor	Total
Holt of California, Inc.	\$121,453
Cummins, Inc.	\$142,687
Collicut Energy	\$143,680

; and

WHEREAS, staff reviewed and evaluated the proposals and determined that Holt provided the lowest proposal; and

WHEREAS, sufficient funds were not included in the adopted FY 2023-24 approved budget; and

WHEREAS, therefore, staff also requests City Council approve the following budget amendment, as detailed below in table 1:

Table 1

Fund	Increase Fund Appropriation	FY 2023-24
General Fund	1010-30-05-420-25-00	\$2,586
General Fund	1010-40-50-420-25-00	\$2,290
General Fund	1010-30-20-420-25-00	\$2,529
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CTF-MBR Sewer Fund	6080-50-34-420-75-00	\$22,849
Stonebridge Drain & Lighting	2560-50-61-420-75-00	\$3,155
	Total	\$121,453

NOW, THEREFORE, BE IT RESOLVED, City Council of the City of Lathrop hereby approves a contract for \$121,452.50 with Holt of California Inc. for Citywide Generator and Fire Pump Maintenance; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment as detailed above.

The foregoing resolution was passed and adopted this 9th day of October, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

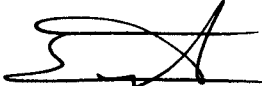
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**SERVICE CONTRACT BETWEEN THE CITY OF LATHROP
AND HOLT OF CALIFORNIA**

FOR CITYWIDE GENERATOR AND FIRE PUMP MAINTENANCE

THIS SERVICE CONTRACT (hereinafter "Contract") is made on **October 9, 2023**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **Holt of California**. (hereinafter "Contractor"), whose Taxpayer Identification Number is 68-0421094.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

SCOPE OF WORK

Contractor agrees on **Citywide Generator and Fire Pump Maintenance** in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A" and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done based on time and materials basis not to exceed \$121,452.50 set forth in Exhibit "A", for **Citywide Generator and Fire Pump Maintenance**.

EFFECTIVE DATE AND TERM

The effective date of this Service Contract is **October 9, 2023**, and it shall be completed no later than **June 30, 2024**.

PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party.

SERVICE CONTRACT – CITY OF LATHROP AND HOLT OF CALIFORNIA FOR CITYWIDE GENERATOR AND FIRE PUMP MAINTENANCE

Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

APPRENTICES

- (d) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (e) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

SERVICE CONTRACT – CITY OF LATHROP AND HOLT OF CALIFORNIA FOR CITYWIDE GENERATOR AND FIRE PUMP MAINTENANCE

- (f) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (g) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (h) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (i) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request.

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Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

PREVAILING WAGES

- (j) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (k) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code.

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The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence (\$1,000,000), combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

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- (i) CITY, its officers, employees, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

SERVICE CONTRACT – CITY OF LATHROP AND HOLT OF CALIFORNIA FOR CITYWIDE GENERATOR AND FIRE PUMP MAINTENANCE

- (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees.

This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein.

Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

SERVICE CONTRACT – CITY OF LATHROP AND HOLT OF CALIFORNIA FOR CITYWIDE GENERATOR AND FIRE PUMP MAINTENANCE

INTERPRETATION

- (l) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (m) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW

- (n) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (o) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

SERVICE CONTRACT – CITY OF LATHROP AND HOLT OF CALIFORNIA FOR CITYWIDE GENERATOR AND FIRE PUMP MAINTENANCE

Approved as to Form:

City of Lathrop
City Attorney



10.3.2023

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen Salvatore
City Manager

Date

Contractor:

Holt of California
PO Box 100001
Sacramento, CA 95813

Fed ID # **68-0421094**
Lathrop Business License # **41700**

Signature

Date

Print Name and Title



3850 Channel Drive West Sacramento, CA 95691-3443, or PO Box X - Sacramento, CA 95813

October 3, 2023

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Holt of California is pleased to provide you with a proposal for a **1-Year** Planned Maintenance service for your emergency generator sets and fire pumps. Holt provides maintenance services in accordance with the National Fire Protection Association (NFPA), the National Electrical Code (NEC), the Office of Statewide Health Planning and Development (OSHPD), the Life Safety Code, and the Joint Commission.

In addition to your **1-Year Planned Maintenance Services**, Holt of California also recommends having a **two (2) hour, Resistive Load Bank Test** performed, in conjunction with your annual P.M. service, to maintain compliance with the NFPA 99 and NFPA 110 standards. This test will help prevent a condition known as "wet stacking", which is the presence of carbon or unburned fuel in the exhaust system and is required in applications not meeting section 6-4.2 of the NFPA 110 code.

<u>Lawtf, Kohler,</u>	<u>Model # 900kw</u>	<u>S/N: 2F106</u>
Annual Level 2 PM Service		\$2,292.03
Annual 2-hour Load Bank Service		\$2,016.30
<u>Well# 6, Olympian,</u>	<u>Model # 100kw</u>	<u>S/N: 2013022</u>
Annual Level 2 PM Service		\$1,159.33
Annual 2-hour Load Bank Service		\$ 820.37
<u>Well #7, Caterpillar,</u>	<u>Model # 3208</u>	<u>S/N: 29A02329</u>
Annual Level 2 PM Service		\$1,159.33
Annual 2-hour Load Bank Service		\$ 820.37
<u>Well# 8, Onan,</u>	<u>Model # 150kw</u>	<u>S/N: A920442585</u>
Annual Level 2 PM Service		\$1,284.57
Annual 2-hour Load Bank Service		\$ 970.24
<u>Well #9, Onan</u>	<u>Model # 150kw</u>	<u>S/N: H930516510</u>
Annual Level 2 PM Service		\$1,284.57
Annual 2-hour Load Bank Service		\$ 970.24

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<u>Well #10, Generac (ladder needed)</u>	<u>Model # 250kw</u>	<u>S/N: 9757736</u>
Annual Level 2 PM Service		\$1,601.00
Annual 2-hour Load Bank Service		\$1,374.20
<u>Well #21, Generac (ladder needed)</u>	<u>Model # 350kw</u>	<u>S/N: 2076408</u>
Annual Level 2 PM Service		\$1,665.30
Annual 2-hour Load Bank Service		\$1,474.20
<u>Booster Station # 1, Generac,</u>	<u>Model # 125kw</u>	<u>S/N: 2020023</u>
Annual Level 2 PM Service		\$1,151.49
Annual 2-hour Load Bank Service		\$ 734.10
<u>Booster Station # 1, Cummins, Fire Pump</u>	<u>Model # 4BT-3.9</u>	<u>S/N: 44167360</u>
Annual Level 2 PM Service		\$1,362.00
<u>Booster Station #2, Cummins, Fire Pump</u>	<u>Model # 6BTA5.9</u>	<u>S/N: 44838951</u>
Annual Level 2 PM Service		\$1,362.00
<u>Booster Station # 3, Onan,</u>	<u>Model # 125kw</u>	<u>S/N: G990942975</u>
Annual Level 2 PM Service		\$1,268.89
Annual 2-hour Load Bank Service		\$ 734.10
<u>Booster Station # 3, Caterpillar, Fire Pump</u>	<u>Model # 3306</u>	<u>S/N: 64Z28302</u>
Annual Level 2 PM Service		\$1,362.00
<u>Booster Station #4, Kohler, (ladder needed)</u>	<u>Model # 400kw</u>	<u>S/N: 2084562</u>
Annual Level 2 PM Service		\$1,738.66
Annual 2-hour Load Bank Service		\$1,310.57
<u>Booster Station #6, Generac,</u>	<u>Model# 600kw</u>	<u>S/N: 2093588</u>
Annual Level 2 PM Service		\$2,254.00
Annual 2-hour Load Bank Service		\$1,625.00
<u>Gateway, Cummins</u>	<u>Model # C100 D6C</u>	<u>S/N: A220026609</u>
Annual Level 2 PM Service		\$1,159.33
Annual 2-hour Load Bank Service		\$ 708.72
<u>Harlan Waster Water, Generac, (ladder needed)</u>	<u>Model # 100kw</u>	<u>S/N: 3002018847</u>
Annual Level 2 PM Service		\$1,357.56
Annual 2-hour Load Bank Service		\$ 807.84
<u>McKinley Sewer, Kohler,</u>	<u>Model # 100kw</u>	<u>S/N: PE4045L190570</u>
Annual Level 2 PM Service		\$1,258.44
Annual 2-hour Load Bank Service		\$ 708.72

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<u>Mossdale Sewer, Kohler,</u>	<u>Model # 80kw</u>	<u>S/N: P44045H344864</u>
Annual Level 2 PM Service		\$ 966.32
Annual 2-hour Load Bank Service		\$ 688.42
<u>River Islands WWPS, Generac, A</u>	<u>Model # 500kw</u>	<u>S/N: 2016109579</u>
Annual Level 2 PM Service		\$1,780.78
Annual 2-hour Load Bank Service		\$1,158.32
<u>River Islands WWPS, Generac, B</u>	<u>Model # 500kw</u>	<u>S/N: 2016109581</u>
Annual Level 2 PM Service		\$1,780.78
Annual 2-hour Load Bank Service		\$1,158.32
<u>River Islands 2A, Generac, (ladder needed)</u>	<u>Model # 100kw</u>	<u>S/N: 3002018851</u>
Annual Level 2 PM Service		\$1,357.56
Annual 2-hour Load Bank Service		\$ 807.84
<u>River Islands Temp, Caterpillar,</u>	<u>Model # C4.4</u>	<u>S/N: GLD01622</u>
Annual Level 2 PM Service		\$ 966.32
Annual 2-hour Load Bank Service		\$ 668.12
<u>Woodfield, Kohler,</u>	<u>Model # 50kw</u>	<u>S/N: 33H3GMJC0001</u>
Annual Level 2 PM Service		\$ 966.32
Annual 2-hour Load Bank Service		\$ 668.12
<u>O Street Sewer, Katolight,</u>	<u>Model # 215kw</u>	<u>S/N: 127533-0606</u>
Annual Level 2 PM Service		\$1,269.05
Annual 2-hour Load Bank Service		\$ 924.56
<u>Lathrop Yard, Kohler,</u>	<u>Model # 80kw</u>	<u>S/N: PE4045T208182</u>
Annual Level 2 PM Service		\$ 966.32
Annual 2-hour Load Bank Service		\$ 688.42
<u>Lathrop Yard, Kohler,</u>	<u>Model # 200kw</u>	<u>S/N: 0685474</u>
Annual Level 2 PM Service		\$1,269.05
Annual 2-hour Load Bank Service		\$ 909.34
<u>Community Center, Doosan</u>	<u>Model # 400kw</u>	<u>S/N: 495888UIADH14</u>
Annual Level 2 PM Service		\$1,368.17
Annual 2-hour Load Bank Service		\$1,160.70
<u>Crossroads #1, Caterpillar,</u>	<u>Model # 3406</u>	<u>S/N: 6TB12082</u>
Annual Level 2 PM Service		\$1,571.78

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<u>Crossroads #2, Caterpillar,</u>	<u>Model # 3406</u>	<u>S/N: 6TB12083</u>
Annual Level 2 PM Service		\$1,571.78
<u>Crossroads #3, Caterpillar,</u>	<u>Model # 3406</u>	<u>S/N: 6TB12094</u>
Annual Level 2 PM Service		\$1,571.78
<u>Crossroads Trans Station, Caterpillar,</u>	<u>Model # C32</u>	<u>S/N: JSJ03317</u>
Annual Level 2 PM Service		\$2,276.35
Annual 2-hour Load Bank Service		\$1,523.72
<u>Crossroads Trans Station, Cat, (ladder needed) Model # 3412</u>		<u>S/N: BCW00786</u>
Annual Level 2 PM Service		\$2,171.85
Annual 2-hour Load Bank Service		\$1,523.72
<u>Crossroads Trans Station,</u>	<u>Model # 180kw</u>	<u>S/N: 355374</u>
Annual Level 2 PM Service		\$1,263.67
Annual 2-hour Load Bank Service		\$ 889.04
<u>Pump Station, Kohler #M1</u>	<u>Model # 500kw</u>	<u>S/N: 2078558</u>
Annual Level 2 PM Service		\$1,874.51
Annual 2-hour Load Bank Service		\$1,622.83
<u>Pump Station, Generac #M2</u>	<u>Model # 230kw</u>	<u>S/N: 2079823</u>
Annual Level 2 PM Service		\$1,274.12
Annual 2-hour Load Bank Service		\$1,051.44
<u>Pump Station, Kohler #M3</u>	<u>Model # 800kw</u>	<u>S/N: 2057094</u>
Annual Level 2 PM Service		\$2,380.85
Annual 2-hour Load Bank Service		\$2,224.68
<u>Pump Station, Kohler #M5</u>	<u>Model # 500kw</u>	<u>S/N: 2081704</u>
Annual Level 2 PM Service		\$1,874.51
Annual 2-hour Load Bank Service		\$1,622.83
<u>Pump Station, Katolight #M6</u>	<u>Model # 750kw</u>	<u>S/N: 121266-1006</u>
Annual Level 2 PM Service		\$2,297.25
Annual 2-hour Load Bank Service		\$2,173.93
<u>Stanford Crossing #1, Generac,</u>	<u>Model # 600kw</u>	<u>S/N: 2092489</u>
Annual Level 2 PM Service		\$2,254.00
Annual 2-hour Load Bank Service		\$1,401.00

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<u>Stanford Crossing #2, Generac,</u>	<u>Model # 600kw</u>	<u>S/N: 2093589</u>
Annual Level 2 PM Service		\$2,254.00
Annual 2-hour Load Bank Service		\$1,401.00
<u>Stanford Crossing #3, Generac,</u>	<u>Model # 600kw</u>	<u>S/N: 2092490</u>
Annual Level 2 PM Service		\$2,254.00
Annual 2-hour Load Bank Service		\$1,401.00
<u>Stanford Crossing #4, Generac,</u>	<u>Model # 600kw</u>	<u>S/N: 2092488</u>
Annual Level 2 PM Service		\$2,254.00
Annual 2-hour Load Bank Service		\$1,401.00
<u>Stonebridge Storm, Generac, (ladder needed) Model # 250kw</u>		<u>S/N: 2078907</u>
Annual Level 2 PM Service		\$1,686.41
Annual 2-hour Load Bank Service		\$1,468.20
<u>South Lathrop, Generac,</u>	<u>Model # 800kw</u>	<u>S/N: 3004476954</u>
Annual Level 2 PM Service		\$2,498.18
Annual 2-hour Load Bank Service		\$2,224.68
<u>City Hall, Caterpillar,</u>	<u>Model # C9</u>	<u>S/N: RG300284</u>
Annual Level 2 PM Service		\$1,514.31
Annual 2-hour Load Bank Service		\$1,071.74
<u>Lathrop Police Dept, Cummins,</u>	<u>Model# C175 D6D</u>	<u>S/N: D200755005</u>
Annual Level 2 PM Service		\$1,269.05
Annual 2-hour Load Bank Service		\$1,020.99
<u>Total Annual cost for PM Services</u>		<u>\$121,452.50</u>

Prices mentioned do not include applicable taxes, repairs outside the scope of the Planned Maintenance services or overtime premiums.

This PM Agreement includes a 5% Parts and Labor discount through Caterpillar's contract #120617-CAT with Source well Program and additional 5% through Holt of California.

Warranty Term:

Holt of California's warranty term is (12) months for workmanship and (12) months for Parts.

EXCLUSIONS AND/OR LIMITATIONS:

Indemnification:

Holt of California's responsibility in this agreement is limited to equipment's inspection as outlined in the attached "Detailed Description of Service Levels", and as modified accordingly within this agreement. Holt of California does not guarantee the detection or the replacement of worn components, the proper operation of the equipment in the event of a power failure, or any other circumstances outside the control of Holt of California. The Customer agrees to indemnify Holt of California and its officers, agents, or representatives from all claims and causes of action, which may arise directly or indirectly out of the failure of the equipment, or any part thereof, service by Holt of California.

TERM AGREEMENT:

This service agreement is valid from **October 9, 2023**, through **June 30, 2024**, and may be canceled at any time with thirty- (30) day written notice by either party. Without a signed agreement, this offer is valid for sixty- (60) days, after which pricing and/or terms may be adjusted accordingly.

We appreciate the opportunity to be of service to you. If you have any questions, please feel free to contact Bonnie Terry (916) 416-2921 or by email: bterry@holtca.com

By signing below, Holt of California agrees to provide the above-mentioned services at the pricing listed. **The City of Lathrop** agrees to the terms mentioned herein and hereby authorizes commencement of services.

Bonnie Terry
Product Support Representative
Power Systems Division
HOLT OF CALIFORNIA
Cell: (916) 416-2921
Office/After-hours: (916) 373-4155

Date

Representative
City of Lathrop

Date



Detailed Scope of Services

Level 1 PM (Recommended Semi-annual or Quarterly)

1.0 GENERAL

- 1.1 Visual inspection of the overall condition of the generating set for foreign objects, loose or broken fittings, guards, and other components.

2.0 AIR INDUCTION AND EXHAUST SYSTEM

- 2.1 Air Service Indicator - Inspection and notation of the reading on service indicator (if applicable).
- 2.2 Air Filter – Visual inspection (replace when required at an additional cost).
- 2.3 Air Inlet System – Inspection of piping/ducting for damage, loose connections and inspect for proper louver or inlet air fan operation (if applicable).
- 2.4 Turbocharger – Visual inspection for signs of wet stacking, exhaust leakage or external damage.
- 2.5 Exhaust Manifold – Inspection for damage, lose or missing hardware and evidence of wet stacking and exhaust leaks.
- 2.6 Exhaust Silencer/After treatment – Visual inspection of overall condition, wet stacking, exhaust leaks, loose, broken and missing fasteners, and after treatment high back pressure alarms (if applicable). Check for proper rain cap operation or exhaust fan operation.

3.0 COOLING SYSTEM

- 3.1 Radiator/Heat Exchanger – Visual inspection for leaks, damage and debris. Inspect louvers for proper operation (if applicable).
- 3.2 Coolant – Inspect for proper level, conditioner level, proper freeze point, and visual inspection for color quality. Inspect radiator cap for signs of leaking, damage and deteriorating sealing gasket.
- 3.3 Hoses and Connections – Visually inspect hoses and connections for leaks, bulging, collapsing and damaged clamps.
- 3.4 Fan Drive Assembly – Check for proper operation (no slipping) while engine is running and check for signs of slipping on adjacent components. Inspect fan belt for proper tightness and for any wear cracks.
- 3.5 Jacket Water Heater – Check and record temperature and check upper hose for hardening. Insure circulation is adequate throughout the engine.
- 3.6 Water Pump – Visual inspection for coolant leaks out of flanges and weep holes.
- 3.7 Temperature Thermostats (regulators) – Infrared analysis before and after the regulators prior to starting engine to check for signs of open thermostats. Run engine and record engine coolant temperature after cooling system has stabilized.

4.0 FUEL SYSTEM

- 4.1 Fuel Lines and Connections – Inspect for leaks and condition of hoses (if applicable).
- 4.2 Governor – Inspection of controls and linkage for proper operation (if applicable).
- 4.3 Fuel Filters (primary and secondary) - Inspect for leaks and external damage. Inspect water trap bowls on primary filters for water and sediment (if Applicable).
- 4.4 Day Tank – Check and record fuel level. Visual inspection for leaks and test operation of the transfer pump (if applicable).
- 4.5 Main Fuel Tank – Check and record fuel level. Visual inspection for damage, fuel leaks and signs of water entry (if applicable).
- 4.6 Engine Fuel Priming Pump – Inspect for leaks (if applicable).
- 4.7 Fuel Pressure – Check fuel pressure while engine is running and record if an external gauge is present.

5.0 LUBE OIL SYSTEM

- 5.1 Oil Level – Check for proper oil level and contamination of oil on level gauge. Check for external oil leaks.
- 5.2 Oil Pressure – Check and record engine oil pressure while engine is running if an external gauge exists.
- 5.3 Crankcase Breather – Visual inspection for damage leaks and excessive blow-by while the engine is running.
- 5.4 Oil Sampling – Obtain oil sample for laboratory analysis; TBN check for extended oil change intervals (if applicable).

6.0 ENGINE STARTING SYSTEM

- 6.1 Batteries – Maintain electrolyte level, clean and tighten post connections as needed, Battery analyzer test and record voltage drop while engine is cranking for lead acid battery's.
- 6.2 Battery Charger – Verify proper float and boost operation, adjust float to match battery type where applicable, and inspect for loose and deteriorated wiring.
- 6.3 Starter Motor – Verify connections are tight and clean. While cranking listen for abnormal engagement and cranking noises.
- 6.4 Charging Alternator – Check belts for looseness and deterioration, record DC voltage during engine operation and record maximum amperage output; compare with specifications.

7.0 CONTROL PANEL

- 7.1 Start Controls – Check manual/auto start switch for proper operation. Check automatic start function and return to the “auto” position after testing; record position of manual/auto switch after testing (if applicable).
- 7.2 Metering – Verify that the voltage and engine parameter gauges function while engine is operating, record the readings of each after engine operation has stabilized (if applicable).
- 7.3 Emergency stop – Test for proper operation and annunciation; return switch to run position and record switch position after testing (if applicable).
- 7.4 Remote Annunciator – Lamp test to check for presence of DC voltage and correct lamp operation (if applicable).
- 7.5 Control panel-operation and test.
- 7.6 Safety Shutdowns – Test for proper safety shutdown operation and annunciation (if applicable).

8.0 GENERATOR MECHANICAL (if applicable)

- 8.1 Space Heaters – Check for proper operation (if applicable).
- 8.2 Generator – visual Inspection of generator for foreign material, dirt, and grease/oil accumulation.
- 8.3 Vibration Isolators – Check for proper adjustment and condition of mounting hardware. Visual inspection of generator set for movement while starting.
- 8.4 Main Circuit Breaker – Open and close circuit breaker; record breaker position after testing.

9.0 AUTOMATIC TRANSFER SWITCH (if applicable) - (inspection includes one ATS) (Only perform this service if unit has had an Arc flash study)

- 9.1 Monitor source voltage indicators while engine is running.
- 9.2 Perform visual inspection of inside the ATS, with proper personal protective clothing on, and check for hot spots with infrared thermometer if proper ACR flash study has been performed.
- 9.3 With customer approval, perform building load test and observe ATS operation until engine cool down and shutdown sequence occurs.

Level 2 PM (includes items listed in Level 1 PM. Recommended annually)

3.0 COOLING SYSTEM

- 3.8 Coolant – Obtain coolant sample for level two laboratory analysis.
- 3.9 Radiator Cap – Pressure test radiator cap for proper operation
- 3.10 Radiator – Pressure test radiator (if applicable).

4.0 FUEL SYSTEM

- 4.8 Fuel – Obtain fuel sample from main tank for laboratory analysis
- 4.9 Filters – Replace engine fuel filters (if applicable).

5.0 LUBE OIL SYSTEM

- 5.7 Oil – Replace engine oil and record level after engine testing (unless approved for extended intervals)
- 5.8 Filters – Replace engine oil filters.

6.0 STARTING SYSTEM

- 6.8 Magnetic Pickup Sensor – Remove sensor and clean. Reinstall sensor and set to the proper depth. Record voltage output while engine is running (if applicable).
- 6.9 Starter Motor - On units with multiple starters verify each starter operates properly.

8.0 GENERATOR MECHANICAL (if applicable)

- 8.8 Exciter/PMG – Check and record exciter clearance if accessible.
- 8.9 Conductors – Check AC conductors for insulation damage within the marshaling box.
- 8.10 Fan – Check for broken fan blades and foreign debris.
- 8.11 Bearing – Lubricate generator bearings (if applicable).

Cooling System Service (Recommended every three years)

2.0 AIR INDUCTION AND EXHAUST SYSTEM

- 2.7 Separate Circuit Aftercooler (if applicable) – Drain coolant and flush the aftercooler system with fresh water (or chemicals if applicable). Replenish aftercooler system with a new NGEN coolant and purge air from system when full.

3.0 COOLING SYSTEM

- 3.11 Coolant – Drain coolant, and flush with fresh water (or chemicals if applicable). Replenish cooling system with a new NGEN coolant and purge system of air when full.
- 3.12 Hoses and Connections – Replace all cooling system hoses including jacket water heater hoses; for all connections using worm-gear clamps replace clamps as needed.
- 3.13 Fan Belts – Replace engine fan belts; after final operational check the unit to verify belt tension.
- 3.14 Temperature Thermostats – Replace engine cooling system thermostats and seals.

6.0 ENGINE STARTING SYSTEM

- 6.10 Charging Alternator – Replace alternator belt(s).

7.0 REPLACE BATTERIES

Resistive – Resistive/Reactive Load Bank Testing (Recommended annually)

11.0 RESISTIVE / REACTIVE LOAD BANK TEST

11.1 Connect load bank to generator output

11.2 Start engine and record baseline readings (Engine: Oil Pres, Water temp, Fuel pressure, RPM, D.C. Voltage, & Exhaust temp.)

Generator: A.C. Voltages across all phases, Amperage @ each phase, Frequency, Power, Power Factor, & Ambient temp.)

11.3 Apply load to generator at required levels and at required intervals. Monitor unit and recording readings at required intervals for duration of load bank test.

11.4 Complete Load Bank Data Sheet and provide copy to customer.

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