

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER ITB 10089866-23-X Crane
Inspection, Maintenance, & Certification Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # ITB 10089866-23-X Crane Inspection, Maintenance, & Certification Services (Contractor).

RECITALS

On or about 10/4/2022, City issued an ITB to prospective bidders on goods and services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide Crane Inspection, Maintenance, & Certification Services as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services or [insert completion date], whichever is earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Goods & Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000 without City Council approval.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

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

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

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

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

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

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Aerial & Crane Experts Inc.

Bidder

BY:



19472 Village Drive

Street Address

Print Name: Claudia C. Aparca
Director Purchasing & Contracting Department

Sonora

City

June 5, 2023
Date Signed

209 770 3617

Telephone No.

trdrake@aceinsp.us

E-Mail

Approved as to form this 12th day of

BY:



Signature of Bidder's Authorized Representative

June, 2023.
MARA W. ELLIOTT, City Attorney

TODD R. DRAKE

Print Name

BY: Dana Fanchild
Deputy City Attorney

PRESIDENT

Title

01/09/2023

Date

**EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS**

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.2.1 Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. Pre-bid conference information is noted on the eBidding System.

1.4.1 Bidders are required to attend the pre-bid conference. Bidder's failure to attend will result in disqualification.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

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

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 Reserved

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

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

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

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

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

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

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

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

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

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

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the

CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

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

B. PRICING

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

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

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

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

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

unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. **Low Bid Award.** A contract will be awarded to the lowest responsible and responsive bidder.

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

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

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

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

E. ANNOUNCEMENT OF AWARD

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

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

3. **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

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

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

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

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. **Bond.** A bond as described in Exhibit B.

5. **Reserved.**

6. **COVID Certification Form.**

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

**EXHIBIT B
SCOPE OF WORK**

A. BID SPECIFICATIONS

The City of San Diego (City) seeks Contractor to perform in accordance with Original Equipment Manufacturer (OEM) recommended Preventative Maintenance (PM) Service, Certification, Operational Testing, Load Test and Examination when applicable, including on- call repair service as required to ensure that cranes identified herein are operating effectively.

B. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTIONS

Bidders are required to attend the mandatory pre-bid conference and site inspections to be considered responsive. The mandatory pre-bid conference is at 9:00 a.m. on October 7, 2022 at Pump Station 2 (address below), first trailer. The first site inspection will occur immediately following the pre- bid conference. The second site inspection will be at the Metropolitan Biosolids Center and will immediately follow the first site inspection. Allow approximately 4 hours for the mandatory pre- bid conference and site inspections (combined). Location addresses are shown below:

Pump Station 2
4077 N. Harbor Drive
San Diego, CA 92101

Pump Station 1
3550 E. Harbor Dr.
San Diego, CA 92102

Failure to attend the mandatory pre-bid conference and both site inspections shall deem a bid submittal non-responsive.

Following the Centers for Disease Control and Prevention's guidance all personnel attending the mandatory pre-bid conference and site inspections are required to wear a face mask at all times during the conference and site inspections. Face coverings includes masks (purchased or homemade), bandanas, scarves and neck gaiters and must cover both the nose and mouth.

Bidders are responsible for inspecting the work sites to verify site conditions. Failure to do so will not relieve the Contractor of their responsibility to perform in Accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of any lack of knowledge of the sites.

By submitting a bid, bidder acknowledges that they are relying on their own examination of the work sites, have the capability to fulfill the contract requirements, and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

The information provided by the City is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidders acknowledge that they have not solely relied upon City furnished information regarding site conditions in preparing and submitting a bid.

C. QUALIFICATIONS

All work listed but not limited to shall be performed in accordance with corresponding American National Standard Institute (ANSI), Construction Management Association of America (CMAA), Human Machine Interface (HMI), California Occupational Safety and Health Administration Standards Board (CAL/OSHA), and California Code of Regulation, Title 8, §5031, Inspection and Maintenance; §5034, Adjustments and Repairs; §5025, Certification; §5020, Operational Testing; §5021, Equipment over Three Tons Rated Capacity; and §5022 and §5023, Proof Load Test and Examination when applicable. Contractor shall supply CAL/OSHA licensed Crane Surveyors for all inspections and/or repairs required.

D. CONTRACTOR RESPONSIBILITIES

Work consists of furnishing all labor, tools, supplies, repair kits, oil, grease, filters, hoses, seal kits, all associated hardware, all associated travel/transportation costs to and from the work site, all repair services required to perform timely and effective PM every 90 days, certification, load tests, and the performance of emergency service calls as required for the cranes.

1. Preventive Maintenance:

Preventative Maintenance shall be performed by a qualified technician on a quarterly scheduled basis and shall meet or exceed the minimum standards established by the original equipment manufacturer, and appropriate ANSI, CMAA, HMI, and CAL/OSHA codes. PM service shall include visual and operational inspection of all components and any repair or adjustment necessary to ensure proper operational cranes in accordance with OEM specifications and guidelines. PM inspections shall be conducted every ninety (90) days or every seven hundred fifty (750) operating hours, whichever comes first. PM requirements shall not apply to mobile cranes. The services to be performed include but are not limited to the items below:

- a. Verification of the condition of all electrical and mechanical equipment, including but not limited to, requirements under Article 100, Section 5031 of Title 8 of California Code of Regulations and equipment manufacturer recommendations
- b. Adjustment of mechanical equipment

- c. Adjustments of electrical equipment
- d. Cleaning of electrical equipment
- e. Inspections of hooks for damage or wear
- f. Visual inspections of all load chains or wire ropes
- g. Limit switch operations
- h. Motor brake operations and adjustment if needed
- i. Lubrication to all vital crane components and oil levels
- j. Push button operations or rope controls
- k. All wear items for signs of unusual or excessive wear
- l. Visual inspection of all structure and supports

2. Certification:

Annual inspection and/or CAL/OSHA certification shall be provided and included under the terms of the contract for cranes with a capacity of one (1) ton and higher. All certificates issued shall meet any and all requirements outlined by California State laws. Annual inspection to include the following:

- a. Inspection program shall follow equipment manufacturer recommendations and appropriate ANSI, CMAA, HMI, and/or CAL/OSHA codes
- b. Functional load test
- c. Inspection of all equipment oil/lube reservoir levels and report any excessive leakage
- d. Inspect the sheaves, drums, wheels, and bearings for general condition and lubrication
- e. Inspect the wire rope for any signs of kinking, crushing, cutting, bird caging, corrosion, reduced diameter, or any other unusual wear. Inspect rope for proper revving, lubrication, and end connections
- f. Visually inspect the load block and hook for excessive wear such as bending, twisting, cracks, grooves, or increased throat opening

- g. Inspect the external parts of the hoists, trolley, frame works, catwalks, handrails, etc., for broken parts, misalignments, broken weld, excessive wear, or any unusual conditions
- h. Check entire unit for smoothness of operations and for proper pendant identifications
- i. Open control boxes and check all contactors, relays, timers, etc., for proper operations, loose/broken connections, pitting
- j. Inspect safety devices, i.e., limit switches, etc., for proper operation
- k. Inspect external motors, couplings, wiring for wear and deterioration. Check motor stators and windings for proper operations and wear
- l. Inspect all supporting runways for general condition and properly installed safety equipment such as end stops, rail bolts/clips, anti-collision devices, etc.
- m. Check load brake for proper operations
- n. Inspect motor brake for proper operations or adjustments
- o. Inspect main power system for collector shoe conditions, festoon conditions, etc., for signs of arcing or wear

3. Load Tests (Cranes and Related Equipment):

Contractor shall be responsible for ensuring that each crane with a capacity of at least three (3) tons is given a load test every four (4) years. Upon award of contract, Contractor shall investigate each crane to determine when the last load test was completed, in order to determine when the next load test is due. Contractor shall not perform load tests until it is agreed by the City that such test is required. Load tests shall be performed in accordance with CAL/OSHA requirements.

Pricing for load tests of cranes and related equipment for all Sections of the Pricing Pages shall include all equipment, materials, and travel expenses, in accordance with the specifications herein.

4. Repairs

All repairs, preventive maintenance, and emergency services are to be performed in accordance with Original Equipment Manufacturer (OEM) manual. Repairs beyond preventative maintenance will require the Contractor to perform a

technical inspection and provide a report with the name of the component, cause of component breakdown, cost to repair and estimated time for repair prior to proceeding with the repair. Contractor will submit a cost estimate as soon as possible but not later than five (5) working days after request to the Technical Representative, or designee, to determine if repair is economically feasible on a particular piece of equipment. Prior to proceeding with any such repair, the Technical Representative, or designee, shall approve or reject such repair. Actual cost of repairs shall not exceed the cost estimate by five (5) percent. Contractor must submit written justification for any repair price exceeding five percent. Contractor must receive written approval from the Technical Representative, or designee, prior to proceeding with the repairs.

5. Parts and Materials:

Parts and Materials used by the Contractor in performance of this contract shall be new and conform to the original equipment manufacturers or re-manufacturer's specifications unless approved by the Technical Representative, or designee. Rebuilt assemblies may only be used with prior approval of the Technical Representative, or designee, when it is a standard industry practice and the rebuilt assembly or subassembly carries the same manufacturer's or re-manufacturer's warranty as a new assembly or subassembly. Any part removed is City property and shall be returned upon request of the Technical Representative, or designee, unless the replacement part is predicated upon an exchange basis with the part being replaced. Contractor shall provide all repair parts and supplies necessary for preventive maintenance and repair of requirement and will be reimbursed by City for actual cost, to include any material-handling fee. Contractor shall be reimbursed by City for the repair parts/supplies at the contractor's net price as stated in the invoice from the respective supplier. A copy of the invoice for the parts/supplies shall be submitted to the Technical Representative, or designee, for payment verification. Invoices for repair services, where parts pricing are separate from labor hours, will be documented by a listing citing the OEM part number or authorized substituted item to include nomenclature, quantity used, and price (referenced to appropriate list).

6. Safety and Clean Up:

Contractor shall be responsible for safety management and shall enforce all safety requirements of CAL/OSHA, and will comply with any and all local, state or federal requirements to provide a safe environment for personnel in the area.

Work shall be executed in a careful, neat, proficient manner, and in compliance with acceptable trade practices by personnel skilled in the work to be done. Upon completion of services provided, Contractor is required to clean up workspace and remove and dispose of any parts or debris resulting from the Contractor's performance. This is required after each day of on-site performance.

Contractor is solely responsible for any and all spills or leaks during the

performance of this contract, which occurs as a result of, or is contributed to by the actions of its agents, employees, or subcontractors. Contractor agrees to clean up such spills or leaks to the satisfaction of City in a manner that complies with applicable Federal, State, and Local laws and regulations. The clean-up shall be at no cost to City. Contractor shall report all such spills or leaks, regardless of their quantity, to the Technical Representative, or designee, immediately upon discovery and will comply with the Instructions and Reference Information to Complete Section 2, under Initial Notifications: Make Regulatory Notifications IMMEDIATELY if answer "YES" to any of the following questions on the CHEMICAL RELEASE REPORTING FORM (FORM304)

https://www.sandiego.gov/sites/default/files/xii._chemical_release_reporting_form_304.pdf . A written follow-up report shall be submitted to the Technical Representative, or designee, not later than twenty-four (24) hours after the initial telephone report. The written report shall be in narrative form and as a minimum include the following:

- a. Description of item spilled (including identity, quantity, etc.).
- b. Whether amount spilled is EPA/State reportable, and if so, whether it was reported.
- c. Exact time and location of spill including a description of the area involved.
- d. Containment procedures initiated.
- e. Summary of any communications Contractor has with City officials.
- f. Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

7. Reporting Requirements:

Contractor shall use a Computerized Maintenance Management System (CMMS) with the ability to provide the City with up-to-date Equipment Summary Reports on the condition of cranes as well as historic background information relating to repairs, adjustments, or other work performed. Contractor shall be responsible for adding the City's equipment information to their database and provide updates as required. The City will notify the Contractor when equipment is to be added or deleted. The report is to be delivered electronically no later than ten (10) calendar days after completion of work to Technical Representative, or designee. The report shall include at minimum the following information:

- a. Date/time of service request

- b. Location name by Facility and equipment location
- c. Name of City personnel requesting service
- d. Identify if a PM or Emergency Service Request
- e. Date/time of response (sign-in)
- f. Date/time of service completed
- g. Equipment type, capacity, model number, serial number of the equipment
- h. Description of equipment malfunction (if applicable)
- i. Repair affected (if applicable)
- j. Replacement part nomenclature, model number and serial number (if applicable)
- k. The cost of each part replaced (if applicable)
- l. Number of hour(s) incurred when remedial maintenance services are provided (if applicable)
- m. Name of the technical representative performing the PM or remedial services
- n. Summary condition of all units serviced and any recommended actions

When arriving at the job site to perform quarterly PM or annual inspection the Contractor shall provide the Technical Representative, or designee, an Equipment Summary Report listing all equipment to be serviced.

Prior to leaving the job site after completing each quarterly PM or annual inspection the Contractor shall provide the Technical Representative, or designee, with a summary work order report that details discrepancies by unit and the priority of each discrepancy i.e. safety, production loss, etc.

8. Emergency Service Calls:

Contractor shall be required to provide twenty-four (24) hour Emergency service to ensure continuous reliable operation of the cranes covered under contract. The Contractor shall provide the Technical Representative, or designee an emergency

phone number and Contractor point of contact for emergency service calls.

Contractor shall respond to a repair service call that is required due to malfunction of the equipment. Emergency service calls shall include the cost to travel to and from the work site. The hourly rate for emergency services shall begin upon the arrival at the work site.

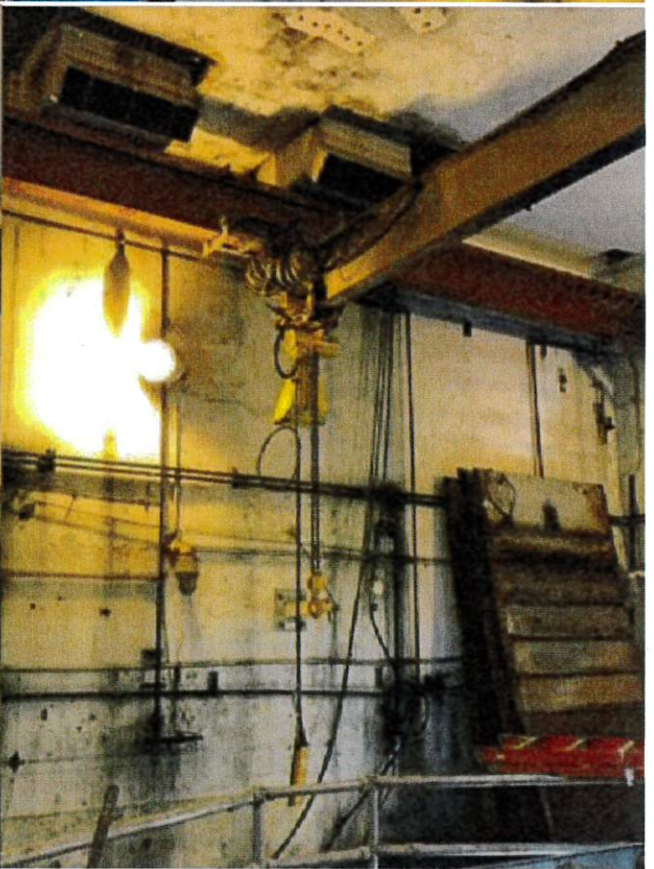
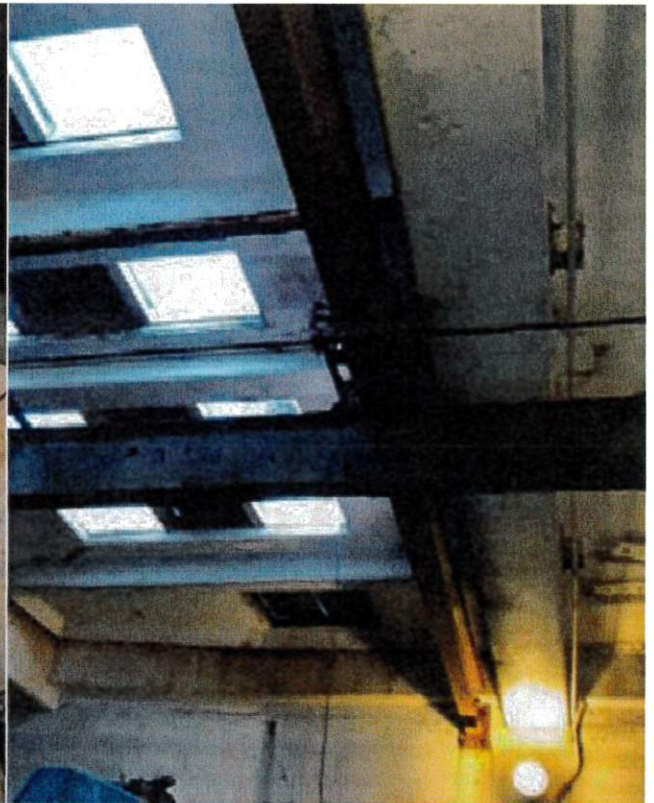
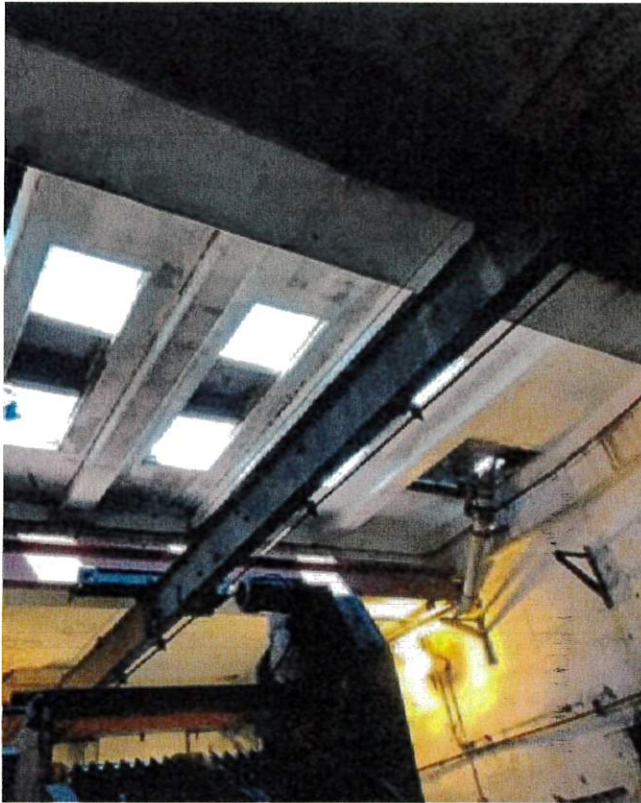
Emergency service calls include but are not limited to repairs on an as required basis to replace or overhaul unserviceable components, assemblies, sub-assemblies, and electrical components to keep the equipment fully operational. Minor repairs will have the maximum twenty-four (24) hour turn-around time after notification by the Technical Representative, or designee, excluding holidays and weekends. The following is a List of City Holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Veterans' Day Holiday
Cesar Chavez Day	Thanksgiving Day
Easter	Christmas Day
Memorial Day	

If parts/supplies are not readily available to meet the twenty-four (24) hour repair criteria, Contractor will be required to provide to the Technical Representative, or designee a written justification for the delay and the estimated delivery date of the parts/supplies.

9. Confined Space Entry

Pump Station 1 cranes shown in Section 1 of the Pricing Pages require CAL-OSHA certified for confined space entry technicians to perform the required services. Technicians must follow all related CAL-OSHA certified guidelines and safety measures, using the proper safety equipment for the job. Some images of the pump station area and cranes are shown below:



E. CONTRACTOR RESPONSIBILITIES

Contractor shall work directly with the Technical Representative, or designee, for scheduling of all inspections and repairs. Work shall be accomplished during normal working hours (Monday through Friday 7:30 a.m. to 4:30 p.m.). Non-emergency work requested shall be scheduled by the Contractor within five (5) workdays after request.

Contractor shall perform a timely and effective PM service, and service calls for repairs when required. The Technical Representative shall coordinate the specific dates of performance with the Contractor. Contractor shall be paid for the actual services provided; however, all repairs will require estimates to be provided to the Technical Representative prior to the start of work for cost evaluation to ensure no cost overruns occur.

F. INSPECTION

There will be one (1) free inspection after required repairs have been completed. Initial inspections and subsequent free re-inspections will be scheduled in groups not to exceed more than six (6) units at a time, whenever possible.

G. QUANTITY OF UNITS

Units and/or City locations may be added or removed any time during the contract period. Unit prices bid for inspection shall apply to any additional like equipment.

H. WARRANTY

Any materials and services furnished under this contract shall be warranted against defect in parts or materials and poor workmanship shall be covered by the most favorable commercial warranties the Contractor provides to customers for such materials and services, but if not otherwise specified, a minimum of six (6) months after the completion and acceptance of the work. Any re-work required under the warranty provisions shall be made promptly when requested by the City at no cost to the City. Contractor agrees that the rights and remedies provided herein are in addition to and do not limit any rights afforded to City by any other clause of this contract. New equipment received by the City under manufacturer's warranty will not be repaired without prior approval of the Technical Representative, or designee. Technical Representative, or designee, may request the Contractor to inspect the equipment to determine if the provisions of the manufacturer's warranty are applicable. Payment for Contractor inspection will be determined in accordance with the schedule of prices.

I. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Section II.A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	PW-LR-1000838342	6/30/2024	Aerial & Crane Experts Inc.

J. LICENSES. To perform the work described in this solicitation, bidders must hold a current [Name of the license(s) required].

	License Number	Expiration Date	Name
State of California Contractor's License	Class: C-61/D21 No.: #1082195	10/31/2023	AERIAL AND CRANE EXPERTS INC

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

K. PERFORMANCE BOND

The Contractor shall be required to furnish the City of San Diego with a surety bond executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego, in a sum equal to one hundred percent (100%) of the Contract amount, conditional for the performance of the Contract. Using Exhibit E, the performance bond shall be submitted to Purchasing & Contracting within ten (10) days of request. Failure to provide the bond within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive. The bond shall be maintained by the Bidder in full force and effect during the entire period of performance under Contract. Failure to do so shall be cause for termination of the Contract. Refer to Article VIII of the Exhibit C, City's Contracting

L. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

M. PRICING SCHEDULE

City's Estimated Need. Based on previous years' experience, the City expects to spend approximately \$500,000 over a (1) year period for services herein, however this is not a guarantee and in no case will the City spend \$3 million or more without City Council approval. Any variation from this estimate shall not entitle the Contractor to an adjustment in the unit price or any additional compensation. This bid shall be evaluated on Sections A, B, C, D, & E and awarded on a section by section basis, or in any group or combination of items, or as a lot, as may be in the best interest of the City. Contractor must bid on all items contained in each section to be considered for award. The City reserves the right to add additional locations during the term of this contract under the same terms, conditions, and pricing.

A. PUBLIC UTILITIES DEPARTMENT

SECTION 1- Fixed Cranes and Related Equipment – Confined Space Entry and Certification Requirements – Located at Pump Station No. 1, 3550 E. Harbor Drive

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
1.	1	EA	Gantry Crane, Load Capacity: 5 Tons – Certification	5T15-15	\$ 3573
2.	1	EA	Gantry Crane, Load Capacity: 5 Tons – Load Test	5T15-15	\$ 6525
3.	1	EA	Gantry Crane, Load Capacity: 4 Tons – Certification	A-3799	\$ 3573
4.	1	EA	Gantry Crane, Load Capacity: 4 Tons – Load Test	A-3799	\$ 6525
5.	1	EA	Monorail, Load Capacity: 3 Tons – Certification	N/A	\$ 3573
6.	1	EA	Gantry Crane, Load Capacity: 10 Tons – Certification	A-3977	\$ 3573
7.	1	EA	Gantry Crane, Load Capacity: 10 Tons – Load Test	A-3977	\$ 7550
TOTAL SECTION 1:					\$ 34,892.00

SECTION 2- Fixed Cranes, and Related Equipment – Gas Tech Required for Entry – Located at Pump Station No. 2, 4077 North Harbor Drive

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
8.	1	EA	Gantry Crane, Load Capacity: 20 Tons – Certification	A-3977	\$ 3925
9.	1	EA	Gantry Crane, Load Capacity: 20 Tons – Load Test	A-3977	\$ 6950
10.	1	EA	Gantry Crane, Load Capacity: 10 Tons – Certification	BA-229450	\$ 3573
11.	1	EA	Gantry Crane, Load Capacity: 10 Tons – Load Test	BA-229450	\$ 6525
12.	1	EA	Self-Propelled Air Hoist and Gantry Crane, Load Capacity 3 Tons – Certification	N/A	\$ 3573
13.	1	EA	Monorail, Load Capacity: 4 Tons – Certification	A-3799	\$ 3573
14.	1	EA	Monorail, Load Capacity: 4 Tons – Load Test	A-3799	\$ 6525

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
15.	1	EA	Gantry Crane, Load Capacity: 7.5 Tons – Certification	P201ME03	\$ 3573
16.	1	EA	Gantry Crane, Load Capacity: 7.5 Tons – Load Test	P201ME03	\$ 6525
TOTAL SECTION 2:					\$ 44,742.00

SECTION 3- Fixed Cranes, and Related Equipment – Located at North City Water Reclamation Plant, 4949 East Gate Mall

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
17.	1	EA	Bridge Crane, Load Capacity: 10 Tons – Certification	NC01ME451	\$ 2040
18.	1	EA	Bridge Crane, Load Capacity: 10 Tons – Load Test	NC01ME451	\$ 3650
19.	1	EA	Bridge Crane, Load Capacity: 7.5 Tons – Certification	NC01ME452	\$ 2040
20.	1	EA	Bridge Crane, Load Capacity: 7.5 Tons – Load Test	NC01ME452	\$ 3650
21.	1	EA	Bridge Crane, Load Capacity: 3 Tons – Certification	NC01ME453	\$ 2040
22.	1	EA	Bridge Crane, Load Capacity: 10 Tons – Certification	NC15ME451	\$ 2040
23.	1	EA	Bridge Crane, Load Capacity: 10 Tons – Load Test	NC15ME451	\$ 3650
24.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Certification	NC34ME451	\$ 2040
25.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Load Test	NC34ME451	\$ 3650
26.	1	EA	Bridge Crane, Load Capacity: 1 Ton – Certification	NC51ME351	\$ 2040
27.	1	EA	Monorail, Load Capacity: 10 Tons – Certification	NC01ME454	\$ 2040
28.	1	EA	Monorail, Load Capacity: 10 Tons – Load Test	NC01ME454	\$ 3650
29.	1	EA	Monorail, Load Capacity: 3 Tons – Certification	NC01ME455	\$ 1840
30.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC01ME456	\$ 1840
31.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC05ME451	\$ 1840

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
32.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC05ME452	\$ 1840
33.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC05ME453	\$ 1840
34.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC05ME454	\$ 1840
35.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC05ME455	\$ 1840
36.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC10ME451	\$ 1840
37.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC10ME452	\$ 1840
38.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC10ME453	\$ 1840
39.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC10ME454	\$ 1840
40.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC10ME455	\$ 1840
41.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC20ME451	\$ 1840
42.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC20ME452	\$ 1840
43.	1	EA	Monorail, Load Capacity: 2 Tons – Certification	NC25ME451	\$ 1840
44.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC55ME451	\$ 1840
45.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC55ME452	\$ 1840
46.	1	EA	JIB, Load Capacity: 1/2 Ton – Certification	NC51ME352	\$ 1840
47.	1	EA	Bridge Crane, Load Capacity: 2 Tons – Certification	NC45BC01	\$ 1840
48.	1	EA	Monorail, Load Capacity: 2 Tons – Certification	NC45MR1	\$ 1840
49.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC20MR1	\$ 1840
50.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC20MR2	\$ 1840
51.	1	EA	Monorail, Load Capacity: 1 Ton – Certification	NC20MR3	\$ 1840
52.	1	EA	Deck Mounted Winch, Load Capacity: 2.5 Tons – Certification	N05ME114	\$ 1840
53.	1	EA	Deck Mounted Winch, Load Capacity: 2.5 Tons – Certification	NC05ME182	\$ 1840

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
54.	1	EA	Other, Load Capacity: 1/2 Ton – Certification	JET S/N 8161	\$ 1840
55.	1	EA	Bridge Crane, Load Capacity: 2 Tons – Certification	C & M S/N L1625M R	\$ 1840
TOTAL SECTION 3:					\$ 82,210.00

SECTION 4- Fixed Cranes, and Related Equipment – Located at Metropolitan Biosolids Center, 5240 Convoy Street

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
56.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Certification	MB51BC001	\$ 2040
57.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Load Test	MB51BC001	\$ 3650
58.	1	EA	Bridge Crane, Load Capacity: 3 Tons – Certification	MB60BC001	\$ 2040
59.	1	EA	Bridge Crane, Load Capacity: 3 Tons – Load Test	MB60BC001	\$ 3650
60.	1	EA	Monorail, Load Capacity: 3 Tons – Certification	MB60BC002	\$ 2040
61.	1	EA	Monorail, Load Capacity: 3 Tons – Load Test	MB60BC002	\$ 3650
62.	1	EA	Bridge Crane, Load Capacity: 20 Tons – Certification	MB76BC001	\$ 2040
63.	1	EA	Bridge Crane, Load Capacity: 20 Tons – Load Test	MB76BC001	\$ 6950
64.	1	EA	Jib Crane, Load Capacity: 1 Ton – Certification	MB80JIB001	\$ 1840
65.	1	EA	Jib Crane, Load Capacity: 1 Ton – Certification	MB80JIB002	\$ 1840
66.	1	EA	Gantry Crane, Load Capacity: 1 Ton – Certification	MB86GC001	\$ 1840
67.	1	EA	Gantry Crane, Load Capacity: 1 Ton – Certification	MB86GC002	\$ 1840
68.	1	EA	Bridge Crane, Load Capacity: 3 Tons – Certification	MB94BC001	\$ 2040
69.	1	EA	Bridge Crane, Load Capacity: 3 Tons – Load Test	MB94BC001	\$ 3650
70.	1	EA	Jib Crane, Load Capacity: 3 Tons – Certification	MB94MH002	\$ 2040

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
71.	1	EA	Jib Crane, Load Capacity: 3 Tons – Load Test	MB94MH002	\$ 3650
TOTAL SECTION 4:					\$ 44,800.00

SECTION 5- Fixed Cranes, and Related Equipment – Located at Grove Avenue Pump Station, 2484 Grove Avenue

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
72.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Certification	PG01ME01	\$ 2040
73.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Load Test	PG01ME01	\$ 3650
74.	1	EA	Hoist & Trolley (air operated), Load Capacity: 3 Tons – Certification	PG01ME02	\$ 2040
75.	1	EA	Hoist & Trolley (air operated), Load Capacity: 3 Tons – Load Test	PG01ME02	\$ 3650
76.	1	EA	Hoist & Trolley (air operated), Load Capacity: 3 Tons – Certification	PG01ME03	\$ 2040
77.	1	EA	Hoist & Trolley (air operated), Load Capacity: 3 Tons – Load Test	PG01ME03	\$ 3650
78.	1	EA	Hoist & Trolley (air operated), Load Capacity: 3 Tons – Certification	PG01ME04	\$ 2040
79.	1	EA	Hoist & Trolley (air operated), Load Capacity: 3 Tons – Load Test	PG01ME04	\$ 3650
80.	1	EA	Bridge Crane, Load Capacity: 2 Tons – Certification	PG01ME05	\$ 2040
81.	1	EA	Bridge Crane, Load Capacity: 2 Tons – Load Test	PG01ME05	\$ 3650
TOTAL SECTION 5:					\$ 28,450.00

SECTION 6- Fixed Cranes, and Related Equipment – Located at South Bay Water Reclamation Plant, 2411 Dairy Mart Road

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
82.	1	EA	Bridge Crane, Load Capacity: 2 Tons – Certification	SB55ME01	\$ 2040
83.	1	EA	Bridge Crane, Load Capacity: 2 Tons – Load Test	SB55ME01	\$ 3650
84.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Certification	101ME103	\$ 2040
85.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Load Test	101ME103	\$ 3650
86.	1	EA	Bridge Crane, Load Capacity: 7.5 Tons – Certification	SB16ME4011	\$ 3925
87.	1	EA	Bridge Crane, Load Capacity: 7.5 Tons – Load Test	SB16ME4011	\$ 6950
88.	1	EA	Hoist, Electric Monorail, Load Capacity: 1 Ton – Certification	20ME9041	\$ 1840
89.	1	EA	Hoist, Electric Monorail, Load Capacity: 1 Ton – Certification	20ME90042	\$ 1840
90.	1	EA	Hoist, Electric Monorail, Load Capacity: 5 Tons – Certification	25ME6021	\$ 2040
91.	1	EA	Hoist, Electric Monorail, Load Capacity: 5 Tons – Load Test	25ME6021	\$ 3650
92.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Certification	SB34ME6011	\$ 2040
93.	1	EA	Bridge Crane, Load Capacity: 5 Tons – Load Test	SB34ME6011	\$ 3650
94.	1	EA	Hoist, Manual Monorail, Load Capacity: 5 Tons – Certification	SB55ME801	\$ 2040
95.	1	EA	Hoist, Manual Monorail, Load Capacity: 5 Tons – Load Test	SB55ME801	\$ 3650
96.	1	EA	Hoist, Manual Monorail, Load Capacity: 5 Tons – Certification	SB55ME901	\$ 2040
97.	1	EA	Hoist, Manual Monorail, Load Capacity: 5 Tons – Load Test	SB55ME901	\$ 3650
98.	1	EA	Bridge Crane, Load Capacity: 1 Ton – Certification	SB51ME01	\$ 1840
TOTAL SECTION 6:					\$ 50,535.00

SECTION 7- Fixed Cranes, and Related Equipment – Located at Pt Loma Wastewater Treatment Plant, 1902 Gatchell Road

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
99.	1	EA	Screening Room: Shawbox, Dual Bridge Crane, Model L0204S1617104; 2 Ton each crane 4 Ton on bridge. ID H00001A (rt) H0001B(lf)– Certification	PL49BC1	\$ 2040
100.	1	EA	Screening Room: Shawbox, Model L0204S1617104 Dual Bridge Crane 2 Ton each crane; 4 Ton on bridge. ID –H00001A (rt) H0001B(lf)– Load Test	PL49BC1	\$ 6950
101.	1	EA	Nitrogen Bottle Storage Room: Shawbox, Monorail, Model 0304551617104, 3 Ton. Type EWRH – Load Test	PL49MH1	\$ 6950
102.	1	EA	ABEL Pump Room: Shawbox, Bridge Crane, Model 0303051617104; 4 Ton – Certification	PL49BC2	\$ 2040
103.	1	EA	ABEL Pump Room: Shawbox, Bridge Crane, Model 0303051617104; 4 Ton – Load Test	PL49BC2	\$ 3650
104.	1	EA	Gas Utilization Facility: DG TR CD Bridge Crane, Yale, Model CEW530CB15D4; 20 Ton / 5 Ton dual – Certification	Appl. 01	\$ 2040
105.	1	EA	Gas Utilization Facility: DG TR CD Bridge Crane, Yale, Model CEW530CB15D4; 20 Ton / 5 Ton dual – Load Test	Appl. 01	\$ 7400
106.	1	EA	Central Boiler Facility: Shawbox 2 Ton, monorail – Certification	CBF 01	\$ 2040
107.	1	EA	Headworks 3rd floor: R&M Materials Handling, Bridge Crane, Model QXD 7.5 Ton – Certification	PL05BC1	\$ 2040
108.	1	EA	Headworks South Tank: R&M Materials Handling, Monorail Crane, Model QXM 3 Ton – Load Test	PL05MHS1	\$ 3650
109.	1	EA	Headworks South Tank: R&M Materials Handlin, Monorail Crane, Model QXM 1 Ton – Certification	PL05MHS2	\$ 1840
110.	1	EA	Headworks South Tank; R&M Materials Handling, Monorail Crane, Model QXM 3 Ton– Load Test	PL05MHC1	\$ 3650
111.	1	EA	Headworks Sough Tank: R&M Materials Handling, Monorail Crane, Model QXM 1 Ton– Certification	PL04MHC2	\$ 1840
112.	1	EA	Headworks South Tank: R&M Materials Handling, Monorail Crane, Model QXM 1 Ton – Certification	PL05MHS2	\$ 1840
113.	1	EA	Headworks Central Tank: R&M Materials Handling, Monorail Crane, Model QXM 3 Ton – Certification	PL05MHC1	\$ 2040
114.	1	EA	Headworks Central Tank: R&M Materials Handling, Monorail Crane, Model QXM 3 Ton – Load Test	PL05MHC1	\$ 3650
115.	1	EA	Headworks Central Tank: R&M Materials Handling, Monorail Crane, Model QXM 1 Ton – Certification	PL05MHC2	\$ 1840

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
116.	1	EA	Headworks Central Tank: R&M Materials Handling, Monorail Crane, Model QXM 1 Ton – Load Test	PL05MHC2	\$ 3650
TOTAL SECTION 7:					\$ 59,150.00

SECTION 8- Fixed Cranes, and Related Equipment –Various Sites

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
117.	1	EA	Monorail, Load Capacity: 4 Tons, located at 10745 Roselle, Service Pump Station No. 64 – Certification	W30749A	\$ 2040
118.	1	EA	Monorail, Load Capacity: 4 Tons, located at 10745 Roselle, Service Pump Station No. 64 – Load Test	W30749A	\$ 3650
119.	1	EA	Monorail, Load Capacity: 2 Tons, located at 10745 Roselle, Service Pump Station No. 64 – Certification	49544	\$ 2040
120.	1	EA	Monorail, Load Capacity: 3 Tons, located at 10745 Roselle, Service Pump Station No. 64 – Certification	SRD5-11645	\$ 3650
121.	1	EA	Gantry Crane, Load Capacity: 7.5 Tons, located at 12112 Sorrento Valley Road, Service Pump Station No. 65 - Certification	1742199501	\$ 2040
122.	1	EA	Gantry Crane, Load Capacity: 7.5 Tons, located at 12112 Sorrento Valley Road, Service Pump Station No. 65 – Load Test	1742199501	\$ 3650
123.	1	EA	Gantry Crane, Load Capacity: 5 Tons, located at 12112 Sorrento Valley Road, Service Pump Station No. 65 - Certification	7337	\$ 2040
124.	1	EA	Gantry Crane, Load Capacity: 5 Tons, located at 12112 Sorrento Valley Road, Service Pump Station No. 65 - Load Test	7337	\$ 3650
125.	1	EA	Monorail Crane, Load Capacity: 3 Tons, located at 12112 Sorrento Valley Road, Service Pump Station No. 65 - Certification	174299502	\$ 2040
126.	1	EA	Monorail, Load Capacity: 5 Tons, located at 8810 Mission Gorge Road, Pump Station–East Mission Gorge – Certification	PE01TYBC1	\$ 2040
127.	1	EA	Monorail, Load Capacity: 5 Tons, located at 8810 Mission Gorge Road, Pump Station–East Mission Gorge – Load Test	PE01TBC1	\$ 3650
128.	1	EA	Monorail, Load Capacity: 3 Tons, located at 8810 Mission Gorge Road, Pump Station–East Mission Gorge – Certification	PE01ME1	\$ 2040

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
129.	1	EA	Craneveyor, Load Capacity: 10 Tons, located at 10150 Cara Way, Pump Station-Penasquitos- Certification	PP01ME10	\$ 3925
130.	1	EA	Craneveyor, Load Capacity: 10 Tons, located at 10150 Cara Way, Pump Station-Penasquitos - Load Test	PP01ME10	\$ 6950
131.	1	EA	Craneveyor, Load Capacity: 5 Tons, located at 10150 Cara Way, Pump Station-Penasquitos - Certification	PP51ME01	\$ 3925
132.	1	EA	Craneveyor, Load Capacity: 5 Tons, located at 10150 Cara Way, Pump Station-Penasquitos - Load Test	PP51ME01	6950
133.	1	EA	Bridge Crane, Load Capacity: 2 Tons, located at 9191 Kearny Villa Court, MOC III - Certification	8073 North	\$ 2040
134.	1	EA	Bridge Crane, Load Capacity: 2 Tons, located at 9191 Kearny Villa Court, MOC III - Certification	8073 South	\$ 3650
135.	1	EA	Monorail, Load Capacity: 4 Tons, located at 1800 Boundary Avenue, Pump Station-Otay River - Certification	PO01OCS1	\$ 2040
136.	1	EA	Monorail, Load Capacity: 4 Tons, located at 1800 Boundary Avenue, Pump Station-Otay River -Load Test	PO01OCS1	\$ 3650
137.	1	EA	Monorail, Load Capacity: 3 Tons, located at 1800 Boundary Avenue, Pump Station-Otay River - Certification	PO01OCS2	\$ 2040
138.	1	EA	Monorail, Load Capacity: 3 Tons, located at 1800 Boundary Avenue, Pump Station-Otay River -Load Test	PO01OCS2	\$ 3650
139.	1	EA	Jib Crane, Load Capacity: 2 Tons, located at 10150 Cara Way, Pump Station-Penasquitos - Certification	PP05ME01	\$ 2040
140.	1	EA	Bridge Crane, Load Capacity: 3,800 lbs, located at 10150 Cara Way, Pump Station-Penasquitos - Certification	PP05ME02	\$ 2450
141.	1	EA	Monorail, Load Capacity: 3 Tons, located at 8810 Mission Gorge Road, Pump Station-East Mission Gorge - Certification	PE01ME2	\$ 2040
TOTAL SECTION 8:					\$ 77,880.00

SECTION 9- Chlorine and Chemical Storage Area – Located at Miramar Water Treatment Plant, 10710 Scripps Lake Drive

Item No.	Est. Qty.	U/M	Description	Unit Cost
142.	1	EA	Chlorine storage room, one hoist 15 ft lift on monorail, 2 Ton capacity - certification	\$ 2040
143.	1	EA	Chlorine storage room, one hoist 15 ft lift on monorail, 2 Ton capacity - certification	\$ 2040
144.	1	EA	Chemical storage area, one hoist 30 ft lift on monorail, 2.5 Ton capacity - certification	\$ 2040
145.	1	EA	2nd chemical storage area, one hoist 30ft lift on monorail, 1.5 Ton capacity -certification	\$ 2040
146.	1	EA	Filter room area, one hoist 12 ft. lift on monorail, 3 Ton capacity - certification	\$ 2040
TOTAL SECTION 9:				\$ 10,200.00

TOTAL A: (SECTIONS 1-9)	\$ 434,132.00
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B. DEPARTMENT OF GENERAL SERVICES, FLEET OPERATIONS DIVISION

SECTION 10- Mobile Cranes and Related Equipment- Located at 2740 Caminito Chollas

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
147.	1	EA	Maintainer, Crane, Model No. 32325BM, Serial No. 803030932325 – Certification	F02331	\$ 450
148.	1	EA	Maintainer, Crane, Model No. 32325BM, Serial No. 803030932325 – Load Test	F02331	\$ 175
149.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4082 – Certification	407004	\$ 450
150.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4082 – Load Test	407004	\$ 175
151.	1	EA	Dur-A-Lift. Aerial Lift, Model No. DTA35, Serial No. A4466 – Certification	407007	\$ 450
152.	1	EA	Dur-A-Lift. Aerial Lift, Model No. DTA35, Serial No. A4466 – Load Test	407007	\$ 175
153.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4464 – Certification	407008	\$ 450

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
154.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4464 – Load Test	407008	\$ 175
155.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4465 – Certification	407009	\$ 450
156.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4465 – Load Test	407009	\$ 175
157.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35FP, Serial No. A4722 – Certification	407010	\$ 450
158.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35FP, Serial No. A4722 – Load Test	407010	\$ 175
159.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4971 – Certification	407011	\$ 450
160.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4971 – Load Test	407011	\$ 175
161.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A5092 – Certification	407012	\$ 450
162.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A5092 – Load Test	407012	\$ 175
163.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A5414 – Certification	407013	\$ 450
164.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A5414 – Load Test	407013	\$ 175
165.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A5415 – Certification	407014	\$ 450
166.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A5415 – Load Test	407014	\$ 175
167.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35FP, Serial No. A5413 – Certification	407016	\$ 450
168.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35FP, Serial No. A5413 – Load Test	407016	\$ 175
169.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4137 – Certification	407017	\$ 450
170.	1	EA	Dur-A-Lift, Aerial Lift, Model No. DTA35, Serial No. A4137 – Load Test	407017	\$ 175
171.	1	EA	Alltec, Aerial Lift, Model No. AT35G, Serial No. 1202DE3545 – Certification	407019	\$ 450
172.	1	EA	Alltec, Aerial Lift, Model No. AT35G, Serial No. 1202DE3545 – Certification	407019	\$ 175
173.	1	EA	Alltec, Aerial Lift, Model No. AT35-G, Serial No. 1103DE4306 – Certification	407020	\$ 450
174.	1	EA	Alltec, Aerial Lift, Model No. AT35-G, Serial No. 1103DE4306 – Load Test	407020	\$ 175
175.	1	EA	Alltec, Aerial Lift, Model No. AT35-G, Serial No. 0706CL1135 – Certification	407024	\$ 450

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
176.	1	EA	Alltec, Aerial Lift, Model No. AT35-G, Serial No. 0706CL1135 – Load Test	407024	\$ 175
177.	1	EA	National, Crane, Model No. N50, Serial No. 32528 – Certification	606010	\$ 450
178.	1	EA	National, Crane, Model No. N50, Serial No. 32528 – Load Test	606010	\$ 175
179.	1	EA	National, Crane, Model No. N50, Serial No. 32529 – Certification	606011	\$ 450
180.	1	EA	National, Crane, Model No. N50, Serial No. 32529 – Load Test	606011	\$ 175
181.	1	EA	National, Crane, Model No. N50, Serial No. 32530 – Certification	606012	\$ 450
182.	1	EA	National, Crane, Model No. N50, Serial No. 32530 – Load Test	606012	\$ 175
183.	1	EA	National, Crane, Model No. N50, Serial No. 32527 – Certification	606013	\$ 450
184.	1	EA	National, Crane, Model No. N50, Serial No. 32527 – Load Test	606013	\$ 175
185.	1	EA	National, Crane, Model No. N50, Serial No. 35105 – Certification	606037	\$ 450
186.	1	EA	National, Crane, Model No. N50, Serial No. 24659 – Load Test	606037	\$ 175
187.	1	EA	National, Crane, Model No. N50, Serial No. 30838 – Certification	607037	\$ 450
188.	1	EA	National, Crane, Model No. N50, Serial No. 30838 – Load Test	607037	\$ 175
189.	1	EA	National, Crane, Model No. N55, Serial No. 22129 – Certification	607043	\$ 450
190.	1	EA	National, Crane, Model No. N55, Serial No. 22129 – Load Test	607043	\$ 175
191.	1	EA	Reach All, Aerial Lift, Model No. LM40, Serial No. 9153 – Certification	615010	\$ 450
192.	1	EA	Reach All, Aerial Lift, Model No. LM40, Serial No. 9153 – Load Test	615010	\$ 175
193.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9157 – Certification	615011	\$ 450
194.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9157 – Load Test	615011	\$ 175
195.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9208 – Certification	615012	\$ 450
196.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9208 – Load Test	615012	\$ 175
197.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9209 – Certification	615013	\$ 450

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
198.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9209 – Load Test	615013	\$ 175
199.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9210 – Certification	615014	\$ 450
200.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9210 – Load Test	615014	\$ 175
201.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9211 – Certification	615015	\$ 450
202.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9211 – Load Test	615015	\$ 175
203.	1	EA	Reach All, Aerial Lift, Model No. LM40, Serial No. 9212 – Certification	615016	\$ 450
204.	1	EA	Reach All, Aerial Lift, Model No. LM40, Serial No. 9212 – Load Test	615016	\$ 175
205.	1	EA	Norstar, Aerial Lift, Model No. LM40, Serial No. 9212 – Certification	615016	\$ 450
206.	1	EA	National, Crane, Model No. N50, Serial No. 29717 – Certification	707003	\$ 450
207.	1	EA	National, Crane, Model No. N50, Serial No. 29717 – Load Test	707003	\$ 175
208.	1	EA	National, Crane, Model No. N50, Serial No. 32893 – Certification	707013	\$ 450
209.	1	EA	National, Crane, Model No. N50, Serial No. 32893 – Load Test	707013	\$ 175
210.	1	EA	National, Crane, Model No. N50, Serial No. 32894 – Certification	707014	\$ 450
211.	1	EA	National, Crane, Model No. N50, Serial No. 32894 – Load Test	707014	\$ 175
212.	1	EA	National, Crane, Model No. N50, Serial No. 24808 – Certification	713002	\$ 450
213.	1	EA	National, Crane, Model No. N50, Serial No. 24808 – Load Test	713002	\$ 175
214.	1	EA	Altec, Aerial Lift, Model No. LR11155, Serial No. 0998BH2827 – Certification	713004	\$ 450
215.	1	EA	Altec, Aerial Lift, Model No. LR11155, Serial No. 0998BH2827 – Load Test	713004	\$ 175
216.	1	EA	Altec, Aerial Lift, Model No. LR11155, Serial No. 0998BH2828 – Certification	713005	\$ 450
217.	1	EA	Altec, Aerial Lift, Model No. LR11155, Serial No. 0998BH2828 – Load Test	713005	\$ 175
218.	1	EA	Altec, Aerial Lift, Model No. LR11155, Serial No. 0400BH3116 – Certification	713006	\$ 450
219.	1	EA	Altec, Aerial Lift, Model No. LR11155, Serial No. 0400BH3116 – Load Test	713006	\$ 175

Item No.	Est. Qty.	U/M	Description	Equipment No.	Unit Cost
220.	1	EA	Altec, Aerial Lift, Model No. LRV55, Serial No. 0102CV1223 – Certification	713007	\$ 450
221.	1	EA	Altec, Aerial Lift, Model No. LRV55, Serial No. 0102CV1223 – Load Test	713007	\$ 175
222.	1	EA	National, Crane, Model No. 4T46, Serial No. 15267 – Certification	808003	\$ 550
223.	1	EA	National, Crane, Model No. 4T46, Serial No. 15267 – Load Test	808003	\$ 600
224.	1	EA	National, Crane, Model No. 400A, Serial No. 30271 – Certification	808006	\$ 550
225.	1	EA	National, Crane, Model No. 400A, Serial No. 30271 – Load Test	808006	\$ 600
226.	1	EA	National, Crane, Model No. 5002, Serial No. 31713 – Certification	808007	\$ 550
227.	1	EA	National, Crane, Model No. 5002, Serial No. 31713 – Load Test	808007	\$ 600
228.	1	EA	National, Crane, Model No. 400A, Serial No. 33311 – Certification	808008	\$ 550
229.	1	EA	National, Crane, Model No. 400A, Serial No. 33311 – Load Test	808008	\$ 600
230.	1	EA	National, Crane, Model No. 400A, Serial No. 33312 – Certification	808009	\$ 550
231.	1	EA	National, Crane, Model No. 400A, Serial No. 33312 – Load Test	808009	\$ 600
232.	1	EA	National, Crane, Model No. N135, Serial No. 24887 – Certification	826001	\$ 550
233.	1	EA	National, Crane, Model No. N135, Serial No. 24887 – Load Test	826001	\$ 800
234.	1	EA	National, Crane, Model No. N50, Serial No. 29718 – Certification	831001	\$ 550
235.	1	EA	National, Crane, Model No. N50, Serial No. 29718 – Load Test	831001	\$ 600
236.	1	EA	Norstar, Aerial Lift, Model No. AE68, Serial No. 9193 – Certification	833001	\$ 450
237.	1	EA	Norstar, Aerial Lift, Model No. AE68, Serial No. 9193 – Load Test	833001	\$ 225
TOTAL SECTION 10:					\$ 32,500.00

SECTION 11- Fixed Cranes, and Related Equipment –Located at Chollas Machine Shop, 2740 Caminito Chollas

Item No.	Est. Qty.	U/M	Description	Unit Cost
238.	1	EA	Cleveland Beacon Crane, Serial No. 3311; Budgit Hoist; Load Capacity: 1/4 Ton – Certification	\$ 600
239.	1	EA	Cleveland Beacon Crane, Serial No. 3311; Budgit Hoist; Load Capacity: 1/4 Ton – Load Test	\$ 175
240	1	EA	Maxwell & Moore Crane; Budgit Hoist, Serial No. T80669; Load Capacity: 1/2 Ton – Certification	\$ 600
241.	1	EA	Maxwell & Moore Crane; Budgit Hoist, Serial No. T80669; Load Capacity: 1/2 Ton – Load Test	\$ 175
242.	1	EA	C & M, Hoist, Serial No. TL286-FT, Load Capacity: 1/2 Ton – Certification	\$ 600
243.	1	EA	C & M Hoist, Serial No. TL286-FT, Load Capacity: 1/2 Ton – Load Test	\$ 175
244.	1	EA	Cleveland Beacon Crane, Serial No. 3311; Harrington Hoist, Serial No. T655105; Load Capacity: 1/4 Ton – Certification	\$ 600
245.	1	EA	Cleveland Beacon Crane, Serial No. 3311; Harrington Hoist, Serial No. T655105; Load Capacity: 1/4 Ton – Load Test	\$ 175
TOTAL SECTION 11:				\$ 3100.00

SECTION 12- Fixed Cranes/Hoist and Related Equipment – Located at Chollas Auto Shop, 2740 Caminito Chollas

Item No.	Est. Qty.	U/M	Description	Unit Cost
246.	1	EA	General Conveyor Crane, Serial No. L6152; P & H Hoist, Serial No. T24318; Load Capacity: 2 Tons – Certification	\$ 600
247.	1	EA	General Conveyor Crane, Serial No. L6152; P & H Hoist, Serial No. T24318; Load Capacity: 2 Tons – Load Test	\$ 650
248.	1	EA	General Conveyor Crane, Serial No. L6152; P & H Hoist, Serial No. T24319; Load Capacity: 2 Tons – Certification	\$ 600
249.	1	EA	General Conveyor Crane, Serial No. L6152; P & H Hoist, Serial No. T24319; Load Capacity: 2 Tons – Load Test	\$ 650
TOTAL SECTION 12:				\$2500.00

SECTION 13- Fixed Cranes/Hoist and Related Equipment – Located at Chollas Fab Shop, 2740 Caminito Chollas

Item No.	Est. Qty.	U/M	Description	Unit Cost
250.	1	EA	Cleveland Tramrail Crane, Serial No. TC0043702; P & H Hoist, Serial No. T24317; Load Capacity: 4 Tons – Certification	\$ 600
251.	1	EA	Cleveland Tramrail Crane, Serial No. TC0043702; P & H Hoist, Serial No. T24317; Load Capacity: 4 Tons – Load Test	\$ 1200
252.	1	EA	General Conveyor Crane; R & M, Hoist, Serial No. T1487590E1; Load Capacity: 2 Tons – Certification	\$ 600
253.	1	EA	General Conveyor Crane; R & M Hoist, Serial No. T1487590E1; Load Capacity: 2 Tons – Load Test	\$ 650
254.	1	EA	Arrow Crane; R & M Hoist, Serial No. T1487590E1; Load Capacity: 2 Tons – Certification	\$ 600
255.	1	EA	Arrow Crane; R & M Hoist, Serial No. T1487590E1; Load Capacity: 2 Tons – Load Test	\$ 650
TOTAL SECTION 13:				\$ 4300.00

SECTION 14- Fixed Cranes/Hoist and Related Equipment – Located at Chollas Body Shop, 2740 Caminito Chollas

Item No.	Est. Qty.	U/M	Description	Unit Cost
256.	1	EA	Maxwell & Moore Crane; Budgit Hoist; Load Capacity: 1/2 Ton – Certification	\$ 600
257.	1	EA	Maxwell & Moore Crane; Budgit Hoist; Load Capacity: 1/2 Ton – Load Test	\$ 600
TOTAL SECTION 14:				\$ 1200.00

SECTION 15- Fixed Cranes/Hoist and Related Equipment – Located at Rose Canyon Auto Shop, 3775 Morena Boulevard

Item No.	Est. Qty.	U/M	Description	Unit Cost
258.	1	EA	General Conveyor Crane; Shepherd Niles Hoist, Serial No. GE122K2; Load Capacity: 4 Tons – Certification	\$ 600
259.	1	EA	General Conveyor Crane; Shepherd Niles Hoist, Serial No. GE122K2; Load Capacity: 4 Tons – Load Test	\$ 1200

Police Auto Maintenance Division– Various Sites

Item No.	Est. Qty.	U/M	Description	Unit Cost
271.	1	EA	Overhead Crane, General Conveyor, Cleveland Tramrail, Serial No. – N/A, Load Capacity: 1 Ton, located at Northeastern, 13396 Salmon River Road – Annual Inspection and Preventative Maintenance	\$ 5400
272.	1	EA	Overhead Crane, Budgit, Serial No. 247029, Load Capacity: 1 Ton, located at Southern, 1120 27th Street – Annual Inspection and Preventative Maintenance	\$ 5400
273.	1	EA	Overhead Crane, CM 627, Model-L, Serial No. L-347ES, Load Capacity: 1 Ton, located at Southeastern, 7222 Skyline Drive – Annual Inspection and Preventative Maintenance	\$ 5400
274.	1	EA	Overhead Crane, CM Lodestar, Model-L, Serial No. L-58800, Load Capacity: 1 Ton, located at Eastern, 9225 Aero Drive – Annual Inspection and Preventative Maintenance	\$ 5400
275.	1	EA	Overhead Crane, CM 627, Model-L, Serial No. L-347ES, Load Capacity: 1 Ton , located at Western, 5215 Gaines Street – Annual Inspection and Preventative Maintenance	\$ 5400
276.	1	EA	Overhead Crane, Lift Tech Budgit, Model No. 428049-7a, Serial No. 272284, Load Capacity: 1 Ton, located at Mid-City, 4310 Landis Street – Annual Inspection and Preventative Maintenance	\$ 5400
277.	1	EA	Overhead Crane, Konecranes, Serial No. EO504287, Load Capacity: 1 Ton, located at Central, 3940 Federal Blvd – Annual Inspection and Preventative Maintenance	\$ 5400
278.	1	EA	Overhead Crane, Yale Lift Tech Budgit, Model No. BEHC0116, Serial No. 343973, Load Capacity: 1 Ton, Located at Northwestern, 12610 El Camino Real- Annual Inspection and Preventative Maintenance	\$ 5400
TOTAL SECTION 18:				\$ 47,250.00

TOTAL B: (SECTIONS 10-18)	\$ 98,800.00
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C. FIRE MISCELLANEOUS CRANES

Item No.	Est. Qty.	U/M	Description	Unit Cost
279.	1	EA	Overhead Crane, P&H, model #348J136, 25ft Lift, Load Capacity: 5 Ton, Fire Department located at 3870 Kearny Villa Rd- Certification	\$ 600
280.	1	EA	Overhead Crane, P&H, model #348J136, 25ft Lift, Load Capacity: 1 Ton, Fire Department located at 2582 Quivira Court- Load Test	\$ 175
TOTAL SECTION C:				\$ 775.00

TOTAL ALL SECTIONS:

A: \$ 434,132.00 USD

B: \$ 98,800.00 USD

C: \$ 775.00 USD

TOTAL (A-C): \$ 533,707.00 USD

D. HOURLY LABOR RATES AND PARTS MARK-UP FOR MISCELLANEOUS REPAIRS

Item No.	U/M	Description	Standard Technician Rate	Confined Space Entry Technician Rate	Gas Technician Rate
1.	HOUR	Hourly labor rate for as needed maintenance and miscellaneous repairs- Normal Business Hours	\$ 245.00	\$ 145.00	\$ 145.00
2.	HOUR	Hourly labor rate for as needed maintenance and miscellaneous repairs - After Hours	\$ 285.00	\$ 175.00	\$ 175.00
3.	HOUR	Hourly labor rate for as needed maintenance and miscellaneous repairs - Weekends and Holidays	\$ 325.00	\$ 215.00	\$ 215.00

Note: Below pricing will not be considered in bid award.

Discount of manufacturer's price list for parts required for on-call repair service: 5 %

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

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

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

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D
WAGE REQUIREMENTS

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

A. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors be found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

ITB 10089866-23-X

Crane Inspection, Maintenance, & Certification Services

B. BIDDER/PROPOSER INFORMATION:

Aerial & Crane Experts Inc.

Aerial & Crane Experts Inc.

Legal Name	19472 VILLAGE DRIVE	SONORA	DBA	
Street Address	JEFFREY FAUGHNAN / BUS DEVELOP 209 454 8957		CA	95370
Contact Person, Title		Phone	State	Zip
			Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

JEFFREY FAUGHNAN

BUSINESS DEVELOPMENT

Name

Title/Position

JAMESTOWN, CA

City and State of Residence

Employer (if different than Bidder/Proposer)

SUBMITTING BID / COMMUNICATIONS WITH CITY OF SAN DIEGO

Interest in the transaction

TODD R DRAKE

PRESIDENT

Name

Title/Position

JAMESTOWN, CA

City and State of Residence

Employer (if different than Bidder/Proposer)

100% OWNERSHIP OF COMPANY

Interest in the transaction

CAMERON CURBELO

VP

Name

Title/Position

JAMESTOWN, CA

City and State of Residence

Employer (if different than Bidder/Proposer)

PREPARING BID DOCS / COMMUNICATIONS WITH CITY OF SAN DIEGO

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name

Title/Position

City and State of Residence

Employer (if different than Bidder/Proposer)

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes **No**

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

2. Is your firm a non-profit?
 Yes **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes **No**

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: 10/10/2017 State of incorporation: CALIFORNIA

List corporation's current officers: President: TODD R DRAKE
Vice Pres: TODD R DRAKE
Secretary: TODD R DRAKE
Treasurer: TODD R DRAKE

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

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

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ 18.00 _____
		Market	\$ _____

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

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

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

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

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

Name of Bank: **WELLS FARGO**

Point of Contact: **BUSINESS BANKING DIVISION**

Address: _____

Phone Number: **209 532 3106**

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

APPLIED: SEE ATTACHED

Business Tax Certificate No.: **BID DOCUMENTS PLANET** Year Issued: _____
BIDS

F. PERFORMANCE HISTORY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

7. Performance References:

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

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: **Los Angeles County**

Contact Name and Phone Number: Win Naing

Contact Email: wnaing@dpw.lacounty.gov

Address: _____

Contract Date: 10/4/2019

Contract Amount: \$ 338,375.00

Requirements of Contract: Overhead Crane Certifications for Pump Houses and Hydro Dams

Company Name: Corteva, Inc.

Contact Name and Phone Number: Smrati Pawar

Contact Email: smrati.pawar@corteva.com

Address: 901 Loveridge Road, Pittsburg, CA 94565

Contract Date: 1/5/2022

Contract Amount: \$ 79,800.00

Requirements of Contract: Mobile & Overhead Crane Certifications

Company Name: Santa Clara Valley Water District

Contact Name and Phone Number: Tim Muroya

Contact Email: tmuroya@valleywater.org

Address: 5750 Almaden Expressway, San Jose, CA

Contract Date: 1/1/2022

Contract Amount: \$ 19,034.50

Requirements of Contract: Mobile, Overhead & Aerial Lift Certifications

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION: SBA (MICRO) & PW

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # 2027323

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

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

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: N/A

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

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

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

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

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

**Jeffrey Faughnan
Business Development**

Jeffrey Faughnan

Digitally signed by Jeffrey Faughnan
DN: cn=US, e=faughnan@acensps.us, o=Aerial & Crane
Exports Inc., cn=Jeffrey Faughnan
Location: Danvers, CA
Reason: I agree to the terms defined by the placement of
my signature on this document.
Contact: jfo_faughnan@acensp.us
Date: 2022.11.09 14:34:16-0800'

11/09/2022

Name and Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

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

NAME CHANGE INFORMATION:

Aerial & Crane Experts Inc. is the current name of the company as registered and active with the CA Secretary of State.

Previously the name of the company was Aerial AND Crane Experts Inc. (S-Corp)

Previously the name of the company was Aerial AND Crane Experts L.L.C.

Go to this link>> <https://bizfileonline.sos.ca.gov/search/business>

Enter the corporation number 4538031 in the search box to confirm the above trail of information.

Jeffrey Faughnan

Digitally signed by Jeffrey Faughnan
DN: c=US, e=jfaughnan@aceinsp.us,
o=Aerial & Crane Experts Inc., CN=Jeffrey
Faughnan
Location: Jamestown, CA
Reason: I agree to the terms defined by the
placement of my signature on this document
Contact Info: jfaughnan@aceinsp.us
Date: 2022.11.09 14:34:41-08'00'

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

Jeffrey Faughnan
Business Development

Print Name, Title

Jeffrey Faughnan

Signature

Digitally signed by Jeffrey Faughnan
DN: c=US, e=jfaughnan@aceinsp.us, o=Aerial & Crane Experts Inc.,
CN=Jeffrey Faughnan
Location: Jamestown, CA
Reason: I agree to the terms defined by the placement of my signature
on this document
Contact Info: jfaughnan@aceinsp.us
Date: 2022.11.09 14:34:51-08'00'

11/09/2022

Date