

Finance Committee

Tuesday, August 10, 2021

8:30 a.m

Executive Conference Room and via Zoom Brea Civic & Cultural Center 1 Civic Center Circle, Brea, California 92821

MEMBERS: Council Member Christine Marick and Council Member Marty Simonoff

ALTERNATE: Mayor Pro Tem Cecilia Hupp

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee meeting will be held on August 10, 2021 at 8:30 a.m. and the public is welcome to participate. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public in observance of social distancing guidelines. To provide comments by teleconference (Zoom), members of the public must contact City Staff at (714) 990-7676 or arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, August 9, 2021 to obtain the Zoom meeting ID number and password. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, August 9, 2021. Any comments received via email will be summarized aloud into record at the meeting.

The Finance Committee agenda packet can be viewed on the City of Brea website at:

https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on the agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection during normal business hours in the Finance Division located on the third floor lobby of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. Matters from the Audience

CONSENT

2. July 13, 2021 Finance Committee Regular Meeting Minutes - Approve.

Attachments

07-13-2021 Draft Minutes

DISCUSSION

 Purchase of New Taser 7 CEW Devices for Police Department - Approve the purchase of sixty-five Taser 7 CEW devices and related accessories from Axon Enterprises, Inc. for \$173.142.83.

Attachments

Decision Package

Quote from Axon

Axon Taser Limited Distribution Letter

Quote from ProForce

4. Budget Adjustment to Remodel Areas of Police Administration - Appropriate \$40,000 from the City's Fixed Asset Replacement Fund (Fund 182) to the Civic Center Remodel Project (CIP 7955) to remodel the Police Department's Professional Standards office and the Police Administration kitchen area; and authorize the Public Works Director to execute a contract to complete this project.

Attachments

Quote from People Space

5. Purchase of Ticket Writer Printers for Police Department - Approve the purchase of thirty-two new Zebra brand model ZQ521 ticket writer printers (and related accessories) from MSA Systems, Inc. for \$28,360.28.

Attachments

Decision Package

Quote from MSA Systems (with GSA Contract Info)

Fire Investigation Services Agreement with City of Anaheim - Recommend the approval of the Fire Investigation Services Agreement with the City of Anaheim.

Attachments

Fire Investigator Services Agreement

7. Purchase of Two (2) Generac Industrial Diesel Generators - Authorize purchase of two (2) Generac industrial diesel engine-driven generators for Booster Pump Stations Nos. 2 and 3 for not-to-exceed amount of \$103,045.31.

<u>Attachments</u>

Quote - BP2

Quote - BP3

8. Ratify Termination and Award Multiple Contracts for Landscape Maintenance Services at Various Locations in the City of Brea - Ratify Termination of S. C. Yamamoto; award Landscape Maintenance Agreements to Nieves Landscape Inc.; and authorize City Manager to approve contract extensions.

Attachments

Agreement for Parks Mowing

Agreement for City Medians Greenbelts Entry

Agreement for MD 1 Landscape Maintenance

Agreement for MD3 Landscape Maintenance

Agreement for MD 6 Landscape Maintenance

Agreement for MD 7 Landscape Maintenance

Notice to Cure

Notice of Termination

Fee Schedule Parks Mowing

Fee Schedule City Medians Greenbelts Entry Markers

Fee Schedule MD1

Fee Schedule MD3

Fee Schedule MD6

Fee Schedule MD 7

9. Acceptance of the Imperial Highway/Berry Street Intersection Improvements, CIP Project No. 7278 - Accept project as complete and authorize City Clerk to record Notice of Completion; and authorize City Clerk to release the Payment and Performance Bonds.

Attachments

Location Map

NOC

10. Award the Country Hills Pavement & Water Improvements, CIP Project No. 7322 - Receive oral report and provide direction.

Attachments

Location Map

11. Acceptance of the Country Lane Street Rehabilitation, CIP Project No. 7323 - Accept project as complete and authorize City Clerk to record Notice of Completion; and authorize City Clerk to release the Payment and Performance Bonds.

Attachments

Location Map

NOC

- 12. Purchasing Activity Under Special City Council Authorization for Period Ended June 30, 2021 Receive and file.
- 13. Software/Hardware Maintenance Support and Online Subscription Service Agreements
 Authorize the Purchasing Agent to approve renewal agreements with various support services providers for the life of the computer software or hardware and for online software subscription services; and authorize the Purchasing Agent to issue purchase orders for these renewal agreements that do not to exceed available budget appropriations.
- 14. Schedule Next Meeting: Tuesday, August 31, 2021

Mayor Steven Vargas and Council Member Glenn Parker cc:

<u>Special Accommodations</u>
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: July 13, 2021 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

07-13-2021 Draft Minutes



DRAFT FINANCE COMMITTEE MINUTES

Tuesday, June 13, 2021 8:30 AM

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Christine Marick, Council Member Marty Simonoff, Chris Emeterio, Tony Olmos, Cindy Russell, Rudy Correa, Dave Dickinson, Neil Groom, Chris Harvey, Jason Killebrew, Faith Madrazo, Alicia Brenner, Ana Conrique, Melissa Davis, Victoria Popescu, Linda Tang

OTHER ATTENDEES: Denise Eby, City Treasurer, James Ramsey, Eide Bailly LLP

1. Matters from the Audience – None.

CONSENT

2. May 25, 2021 Finance Committee Regular Meeting Minutes – Committee directed staff to revise minutes to include Mayor Pro Tem Cecilia Hupp was in attendance and not Council Member Christine Marick. Receive and file.

DISCUSSION

- 3. Non-professional Services Agreement with All City Management Services to Provide Crossing Guard Services Recommended for City Council approval.
- 4. Appropriation Request for General Plan Amendment/Zone Change Recommended for City Council approval.
- 5. Purchase of Panasonic CF-33 Toughbook Tablets for Police Department Recommended for City Council approval.
- 6. **Award of Contract for Electoral Districting Services** Committee discussed item and directed staff to identify cost by phase of work within the staff report. Recommended for City Council approval.
- 7. Annual Vehicle and Equipment Purchase Plan for Fiscal Year 2021-22 Recommended for City Council approval.
- 8. Approval of Fiscal Year 2021-22 Property Tax Rate to Fund the City's Paramedic Program Recommended for City Council approval.

- 9. Meeting with Eide Bailly LLP Pursuant to Statement on Auditing Standards (SAS) No. 114 Regarding the Fiscal Year 2020-21 Annual Audit Receive and file.
- 10. Schedule Next Meeting: Tuesday, July 27, 2021

Meeting adjourned: 8:35 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Purchase of New Taser 7 CEW Devices for Police Department

RECOMMENDATION

Approve the purchase of sixty-five Taser 7 CEW devices and related accessories from Axon Enterprises, Inc. for \$173,142.83.

BACKGROUND/DISCUSSION

The Police Department issues and uses Taser conducted energy weapons (CEWs) from Axon. In preparation for the FY 2021-22 budget, the Police Department submitted a Decision Package to purchase sixty-five new Taser 7 CEW devices. The Decision Package was approved as part of budget adoption.

Axon Enterprises, Inc. advised that these devices and accessories are on limited distribution, and are available only from Axon directly or from ProForce Law Enforcement (see attached limited distribution letter). Axon provided a quote (attached) for the purchase of the 65 Taser CEWs and related accessories for \$173,142.83 including tax and freight. The Police Department sought and received a quote from ProForce for the same items at the price of \$180,193.88. Additionally, Axon provided another quote for approximately \$188,000, which was based on cooperative pricing through the League of Oregon Cities.

Since Axon Enterprises quote for \$173,142.83 was the lowest, award is recommended accordingly.

SUMMARY/FISCAL IMPACT

During budget preparations, the Revenue & Budget Division allocated \$174,523 for this purchase in account 172-21-2141-4639. There is no financial impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Chris Harvey, Lieutenant Concurrence: Adam Hawley, Police Chief

Quote from Axon Axon Taser Limited Distribution Letter Quote from ProForce

FY 2021-22 DECISION PACKAGE

Department: Police Services

Division: Uniform/Patrol

Request: Purchase New Taser 7 CEW (Conducted Electrical Weapon)

The Police Department currently issues Taser X26P Conducted Electrical Weapons ("CEW") to sworn personnel. The last Tasers purchased was in November 2015 when the department switched from the Taser X26 to the Taser X26P. All Taser CEW's have a 5-year unlimited warranty. The 5-year unlimited warranty on the department's current inventory expired in November 2020. The Brea Police Department currently has 65 Taser X26P's. Taser states that their products are designed to last for five years and they cannot guarantee their performance beyond the 5-year time frame. The department is requesting to replace our current inventory of Taser X26P's with the new and improved Taser 7.

The current Taser X26P requires a specific battery pack that is not rechargeable and costs \$55 each. Each battery pack lasts approximately 6-8 months with normal usage. The average cost to replace the batteries for the Taser units in service is approximately \$4,900 per year. Taser releases periodic firmware updates that improve the performance of the Taser units and these firmware updates must be installed manually by the department's Taser Instructors. The Taser X26P is only capable of holding and deploying one Taser cartridge at a time. When the Taser X26P is deployed in the field, a Taser Instructor must download the memory log from the Taser X26P that was deployed.

The new and improved Taser 7 is equipped with a rechargeable battery. The battery pack is placed in a specific charging bank that is connected to the internet. The battery pack updates the Taser 7 with new firmware automatically and transfers the memory logs to a website where they can be viewed by Taser Instructors. The Taser 7 holds two Taser cartridges and the user can select which Taser cartridge to deploy. Taser offers a close-range cartridge and a standoff cartridge option for the Taser 7, which is not available for the Taser X26P. The Taser 7 darts are improved as well. They have twice the kinetic energy and spool out wire instead of emptying out all the wire when the dart is fired.

The total cost to replace the current 65 Taser X26P's with brand new Taser 7's is \$174,483. This also includes 390 cartridges (six cartridges per Taser), 12 inert training cartridges, a Taser 7 battery dock, rechargeable Taser 7 batteries, Taser 7 holsters, and a Taser 7 training target. The Police Department will receive a \$12,513 trade in value for the current Taser X26P's. The trade-in brings the total cost for the Taser 7 to \$161,970. With sales tax of 7.75%, the total cost is \$174,523.

This request is recommended to be funded by the Public Safety Augmentation Fund (172) which is restricted for use for public safety services. There is no General Fund impact.

		Fiscal Impact		
		Fund/Dept/Program No	FY 2021-22	<u>Ongoing</u>
Salary/Benefits			\$ 0	\$ 0
Services/Supplies			0	0
Capital Outlay		172 21 2141 4639	174,523	0
	Subtotal		\$ 174,523	\$ 0
Offset			0	0
	Total		\$ 174,523	\$ 0



Axon Enterprise, Inc.

17800 N 85th St. Scottsdale, Arizona 85255

United States VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737

Issued: 07/15/2021

Q-322906-44392.649RH

Quote Expiration: 08/14/2021

Account Number: 107814

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice;Other-1 Civic	Brea Police Dept CA
Center Cir	
1 Civic Center Cir	1 Civic Center Cir
Brea, CA 92821-5792	Brea, CA 92821-5792
USA	USA
	Email:

PRIMARY CONTACT	SALES REPRESENTATIVE
	Rachel Hall
Phone: (714) 990-7624 Email: roberth@ci.brea.ca.us Fax: (714) 990-7164	Phone: Email: rhall@axon.com Fax:

Program Length	60 Months
TOTAL COST	\$161,969.99
ESTIMATED TOTAL W/ TAX	\$173,142.83

Average Savings Per Year	\$2,971.52
TOTAL SAVINGS	\$14,857.60

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Upfront Y1	Jul, 2021	\$161,969.99

Quote Details

Bundle Summary						
Item	Description	QTY	Average Cost Per Year	Cost Per User Per Month		
T7Basic	2021 Taser 7 Basic Bundle	65	\$28,860.00	\$37.00		
DynamicBundle	Dynamic Bundle	1	\$3,534.00	\$294.50		

Bundle: 2021 Taser 7 Bas	ic Bundle	Quantity: 65 Start: 8/15/2021	End: 8/14/20	26 Total: 14	4299.99 US	SD .	
Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	65	\$1,570.43	\$7,004.2 9	\$1,390.43	\$90,377.99
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	65	\$273.91	\$0.00	\$273.91	\$17,804.30
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,369.56	\$106.14	\$1,369.56	\$1,369.56
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	78	\$78.52	\$474.66	\$78.52	\$6,124.68
Spare Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	\$1,570.43	\$243.41	\$1,570.43	\$3,140.86
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$40.08	\$3.11	\$40.08	\$40.08
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$9.54	\$0.74	\$9.54	\$9.54
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$136.96	\$10.61	\$136.96	\$136.96
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. 75 IN., TASER 7	X 1	\$68.48	\$5.31	\$68.48	\$68.48
Holsters	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	50	\$73.04	\$283.04	\$73.04	\$3,652.16
Holsters	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	15	\$73.04	\$84.92	\$73.04	\$1,095.65
Other	80395	EXT WARRANTY, TASER 7 HANDLE	65	\$279.62	\$1,408.5 8	\$279.62	\$18,175.22
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$279.62	\$21.68	\$279.62	\$279.62
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	78	\$18.79	\$113.59	\$18.79	\$1,465.65
Other	80395	EXT WARRANTY, TASER 7 HANDLE	2	\$279.62	\$43.34	\$279.62	\$559.24

Bundle: Dynamic Bundle Quantity: 1 Start: 8/15/2021 End: 8/14/2026 Total: 17670 USD

Category	Item	Description	QTY	List Unit Price	Tax	Net Unit Price	Total(USD)
Other	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	220	\$38.00	\$647.90	\$38.00	\$8,360.00
Other	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6	\$49.00	\$0.00	\$0.00	\$0.00
Other	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6	\$49.00	\$0.00	\$0.00	\$0.00
Other	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS	245	\$38.00	\$721.52	\$38.00	\$9,310.00
Other	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$75.00	\$0.00	\$0.00	\$0.00
Other	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$150.00	\$0.00	\$0.00	\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature	Date Signed

7/15/2021



17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.axon.com

July 1, 2021

To: Brea Police Department

Re: Dual Source Letter for Axon Enterprise, Inc.'s Energy Weapons

The following goods and services required to satisfy the agency's needs are only manufactured by Axon Enterprise (Axon) and are only available for purchase through Axon or the authorized distributor listed below.

TASER Energy Weapon Descriptions

TASER 7 CEW

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- · Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot CEW for agencies that deploy CEWs mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot CEW
- · High efficiency flashlight

- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue
 the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS).
 The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

- 1. Energy Weapons:
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
- 2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 4-year extended warranty, item number 20040
 - X2 4-year extended warranty, item number 22014
 - X26P 2-year extended warranty, item number 11008
 - X26P 4-year extended warranty, item number 11004

- 3. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 20012
 - Close Quarter cartridge, 12 degrees, Model 20013
- 4. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
- 5. TASER Smart Cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
- 6. Power Modules for TASER 7 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS
 (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and
 X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 8. Power Modules (Battery Packs) for X26P and X2 energy weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
- 9. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
- 10. TASER 7 Dock:

TASER 7 Dock Core and Multi-bay Module: 74200

- 11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 12. Energy Weapon Holsters:
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161

- Right-hand X2 holster by BLACKHAWK Model: 22501
- Left-hand X2 holster by BLACKHAWK Model: 22504
- Right-hand X26P holster by BLACKHAWK Model: 11501
- Left-hand X26P holster by BLACKHAWK Model: 11504
- 13. TASER Simulation Suit II Model 44550
- 14. TASER 7 conductive target Model: 80087

AUTHORIZED DISTRIBUTORS FOR TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791
or Proforce Law Enforcement 2625 Stearman Road Prescott, Arizona 86301 Phone: 928-776-7192 Fax: 928-445-3468	

Please contact your local Axon authorized distributor or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner

Chief Revenue Officer Axon Enterprise, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group, and Safariland is a trademark of Safariland, LLC.

The 'Delta Axon' logo, Axon, Evidence.com, Trilogy, X2, X26P, TASER, and TASER 7 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2021 Axon Enterprise, Inc.



2625 Stearman Drive. Prescott AZ, 86301 Tel: 928-776-7192 Fax: 928-445-3468

email: sales@proforceonline.com www.proforceonline.com

QUOTE# PAGE ORDER 562528 1 SHIP DATE A.S.A.P. Q U O T E

SOLD SHIP TO TO

CITY OF BREA ACCTS PAYABLE 1 CIVIC CENTER CIRCLE BREA CA 92821-5732 BREA POLICE DEPARTMENT CHRIS HARVEY 1 CIVIC CENTER CIRCLE BREA CA 92821

				/IA FRT.
	22/21 000162 A GREGG MCCLUNG			OB ORIGIN
QTY.	THEM NO /DECC	INTE DETCE	UOM	MEM DDIGE
ORDER	ITEM NO./DESC.	UNIT PRICE	DISC.	NET PRICE
65	NON-STOCK TASER 7 - BASIC PLAN UPFRONT PAYMENT	2,400.00	EA .00	156,000.00
	PLAN INCLUDES THE FOLLOWING:			
	*T7 HANDLE *T7 BATTERY *T7 HOLSTER *T7 DOCKING STATION (QTY 1) *5 YEAR EVIDENCE.COM LICENSE/SU	PSCD I DTION		
	*5 YEAR WARRANTY ON ALL HARDWARD STATION)		TTERY & I	OOCKING
220	22176 TSR T7 CART LIVE CLOSE QUARTER 12 DEG	37.95	EA .00	8,349.00
6	22181-TSR TSR T7 CART INERT CLOSE QRTR 12 DEG	48.95	EA .00	293.70
	COMMENT			
	TERMS			



2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

QUOTE# PAGE
O R D E R
562528 2
SHIP DATE
Q U O T E A.S.A.P.

SOLD SHIP TO TO

CITY OF BREA
ACCTS PAYABLE
1 CIVIC CENTER CIRCLE
BREA CA 92821-5732

BREA POLICE DEPARTMENT
CHRIS HARVEY
1 CIVIC CENTER CIRCLE
BREA CA 92821

	. DATE CUST.# LOC. SALESMAN		SHIP V			
	22/21 000162 A GREGG MCCLUNG			B ORIGIN		
QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE		
6	22179-TSR TSR T7 CART INERT STANDOFF 3.5 DEG	48.95	EA .00	293.70		
245	22175 TSR T7 CART LIVE STANDOFF 3.5 DEG	37.95	EA .00	9,297.75		
1	80090 TSR T7 TARGET FRAME	88.13	EA .00	88.13		
1	80087 TSR T7 TARGET COND PRO RUGGED	150.00	EA .00	150.00		
65	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED	120.00-	EA .00	7,800.00CR		
	X26 TASERS					
	PLEASE READ ATTACHED:					
	Please be aware that handling charges are not actual and are therefore subject to sales tax in California Washington.					
	This quote is valid for 45 days	from the dat	e of the	quote,		
	COMMENT					
	TERMS					



2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

	QUOTE#	PAGE			
ORDER					
	562528	3			
	SHIP DATE				
QUOTE	A.S.A.P.				

SOLD SHIP TO TO

CITY OF BREA
ACCTS PAYABLE
1 CIVIC CENTER CIRCLE
BREA CA 92821-5732

BREA POLICE DEPARTMENT
CHRIS HARVEY
1 CIVIC CENTER CIRCLE
BREA CA 92821

JOB #				LOC.	SALESMAN				SHIP V		
NA	- /	2/21	000162	A	GREGG MCCLUNG					OB ORIGI	N
QTY.					/DEGG			DD T GD	UOM		DD T GD
ORDER		ITEM NO./DESC.		1U	NIT PRICE		DISC.	NE.I.	PRICE		
		manuto in ORDI tati kari or sa Retu are IMPO	ufacturer receive preceive preceive in writing in marting signed quarned iteration or DRTANT:	c's avertice orice orice orice orice orice or orice or	oproval, and is vailability and update upon exprions: Please regions the process the procedured to presubject to 20 stocked/special order from this of the procedure of the proc	price process of the	ice atice atice y to orde r or cess rest rder tati	change on. o your er or s ders of s the o cocking f items	sales reserved an exper \$5,0 order.	e call presen- mail to 000, a P	0
	_	COMMENTOR: (NT CHRIS HAF	RVEY				SALES	S AMOUNT	166,6	72.28
			ARI MARTI		AYS				ALES TAX JB TOTAL		21.60 93.88

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Budget Adjustment to Remodel Areas of Police Administration

RECOMMENDATION

1. Appropriate \$40,000 from the City's Fixed Asset Replacement Fund (Fund 182) to the Civic Center Remodel Project (CIP 7955) to remodel the Police Department's Professional Standards office and the Police Administration kitchen area; and

2. Authorize the Public Works Director to execute a contract to complete this project.

BACKGROUND/DISCUSSION

The Professional Standards office in Police Administration was designed and constructed 15-20 years ago. The space is odd-shaped and inefficient; is made of temporary walls; and is a mismatch to the remainder of Police Administration and the third floor of the Civic Center. This area was not included in the Civic Center Remodel Project, as the original scope of the project was primarily to create office space for managers who worked in cubicles, and to update workstations for administrative staff.

The Police Department is seeking to remodel the Professional Standards office in order to create two spaces, an office for the Professional Standards Lieutenant and a separate interview/conference room. In the future, if needed, the interview/conference room could be converted into another office. A quote was received from PeopleSpace for approximately \$32,900. PeopleSpace is the same vendor that has been contracted to complete the Civic Center Remodel Project. In addition, there is a partially remodeled kitchen area in Police Administration and the Police Department is seeking an additional \$7,000 (approximately) to complete the remodel of this space.

The Public Works Director has the authority to execute the contract for this project based on its cost.

SUMMARY/FISCAL IMPACT

The \$40,000 needed to fund the proposed project is recommended to be funded by the Fixed Asset Replacement Program Fund (182). If approved, this appropriation will be included in the 1st quarter budget adjustments for FY 2021-22. There is no General Fund impact.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager Prepared by: Chris Harvey, Lieutenant Concurrence: Adam Hawley, Police Chief

<u>Attachments</u>

Quote from People Space

BUDGETARY PROPOSAL FOR:



BREA CITY HALL POLICE

1 Civic Center Circle, 3rd Floor, Brea, CA 92821 REVISION-01 06/28/2021 17800 Mitchell North, Irvine, CA 92614 T: 949.724.9444 | F: 949.724.9449

444 South Flower Street, Suite 200, Los Angeles, CA 90071 T: 310.726.9067 | F: 949.724.9449

> 811 SW 6th Avenue, Suite 400, Portland, OR 97204 T: 503.205.2200 | F: 949.724.9449

1731 Technology Drive, Suite 100, San Jose, CA 95110 T: 408.213.1790 | F: 949.724.9449

821 Second Avenue, Suite 400, Seattle, WA 98104 T: 206.435.7700 | F: 949.724.9449

Budgetary Proposal Prepared for Eric Aulls of City of Brea by:
Dave Merrill | M: (480) 316-1226 | DMerrill@PeopleSpace.com

HAWORTH ENCLOSE®		Qty.	Unit Price	Ext. Price
	Demountable Walls for Two Private Offices per the Attached Drawings.	1	\$32,900.00	\$32,900.00
	HAWORTH ENCLOSE® SUBTOTAL:			\$32,900.00

MANUFACTURER'S STANDARD LEAD-TIME: Approximately 6-8 Weeks Upon Your P.O., Deposit, and Signed-Off Shop Drawings.

INCLUDING THE FOLLOWING:

- Includes Approximately (32) Linear Feet of Haworth Enclose Demountable Walls at 09'-00" High to Drop Ceiling Grid.
- Trim Finish: Cocoa Powdercoat, Grade-A.
- Solid Panel Wallcovering: Drift Snow Vinyl Wallcovering, Grade-A.
- Panel /Door Glazing: 3/8" (10mm) Tempered Standard Clear Glass.
- Doors: Full-Height Butt-Hinged Metal-Glazed Swing Doors with Locking ADA Leverset (SFIC Lock Core by Others).
- Includes Standard Seismic Bracing of Haworth System Header to the Building Structure within the Plenum Space Above the Ceiling Grid.
- Includes Scribing Top-Cuttable Panel into Blind Pocket at Exterior Window Wall.
- Includes Electrical and Voice-Data as Indicated on Electrical Plan. (Termination by Others.)
- Includes Prevailing Wage Labor.
- Delivery & Installation Shall Occur In a Single Phase During One of the City's 3-Day Weekends, Friday-Sunday, During Daytime Hours.
- Work Area to be Left in Broom-Clean Condition.
- This Proposal is Valid for 30-Days and is Subject to PeopleSpace's Standard Terms & Conditions.





1 Civic Center Circle, 3rd Floor, Brea, CA 92821 REVISION-01 06/28/2021 444 South Flower Street, Suite 200, Los Angeles, CA 90071 T: 310.726.9067 | F: 949.724.9449

> 811 SW 6th Avenue, Suite 400, Portland, OR 97204 T: 503.205.2200 | F: 949.724.9449

1731 Technology Drive, Suite 100, San Jose, CA 95110 T: 408.213.1790 | F: 949.724.9449

821 Second Avenue, Suite 400, Seattle, WA 98104 T: 206.435.7700 | F: 949.724.9449

Budgetary Proposal Prepared for Eric Aulls of City of Brea by: Dave Merrill | M: (480) 316-1226 | DMerrill@PeopleSpace.com

EXCLUDING THE FOLLOWING:

- Excludes After-Hours or Holiday Delivery & Installation.
- Excludes Union Labor.
- Excludes Engineering Calculations, Wet-Stamped Drawings, Permitting, or Inspection Fees.
- Excludes Xray or Radar Scanning of Slabs.
- Excludes Ceiling Grid Rework and Cutting of Acoustic Ceiling tiles.
- Excludes Construction Payment Management (CPM) Fees.
- Excludes Stair-Carry or Window Conveyance of Materials.
- Excludes Jobsite Parking Fees.
- Excludes Reconsignment, Double-Handling, or Storage of Materials Due to Construction or Schedule Delays.
- Excludes Glass Manufacturer's Energy Surcharge Escalation.
- Excludes Construction Project Commissioning Costs.
- Excludes Bid Bonds, Payment Bonds, Performance Bonds, and All Other Sureties.
- Excludes Any Tariff Surcharges Imposed After the Date of this Budgetary Proposal.
- Excludes Demolition and Disposal of the Approximately (25) Linear Feet of Existing Drywall-Based Demountable System.

SALES TAX @ 7.750% \$2,549.75

FREIGHT (included) \$0.00

GRAND TOTAL \$35,449.75



1 Civic Center Circle, 3rd Floor Brea, CA 92821 Police Area Private Offices

Drawn by Dave Merrill,

6/28/2021 4:49:44 PM

 $c\Users\dmerrill\PeopleSpace\AT-Space - Documents\Clients (Active)\A - E\Brea City Hall Police (Oct 2020)\DRAWINGS - CANVAS\Brea City Hall Police (REV1 6-28-21).cmdrw$







1 Civic Center Circle, 3rd Floor Brea, CA 92821 Police Area Private Offices

Drawn by Dave Merrill,

6/28/2021 4:49:46 PM

c:\Users\dmeril\PeopleSpace\AT-Space - Documents\Clients (Active)\A - E\Brea City Hall Police (Oct 2020)_DRAWINGS - CANVAS\Brea City Hall Police (REV1 6-28-21).cmdrw







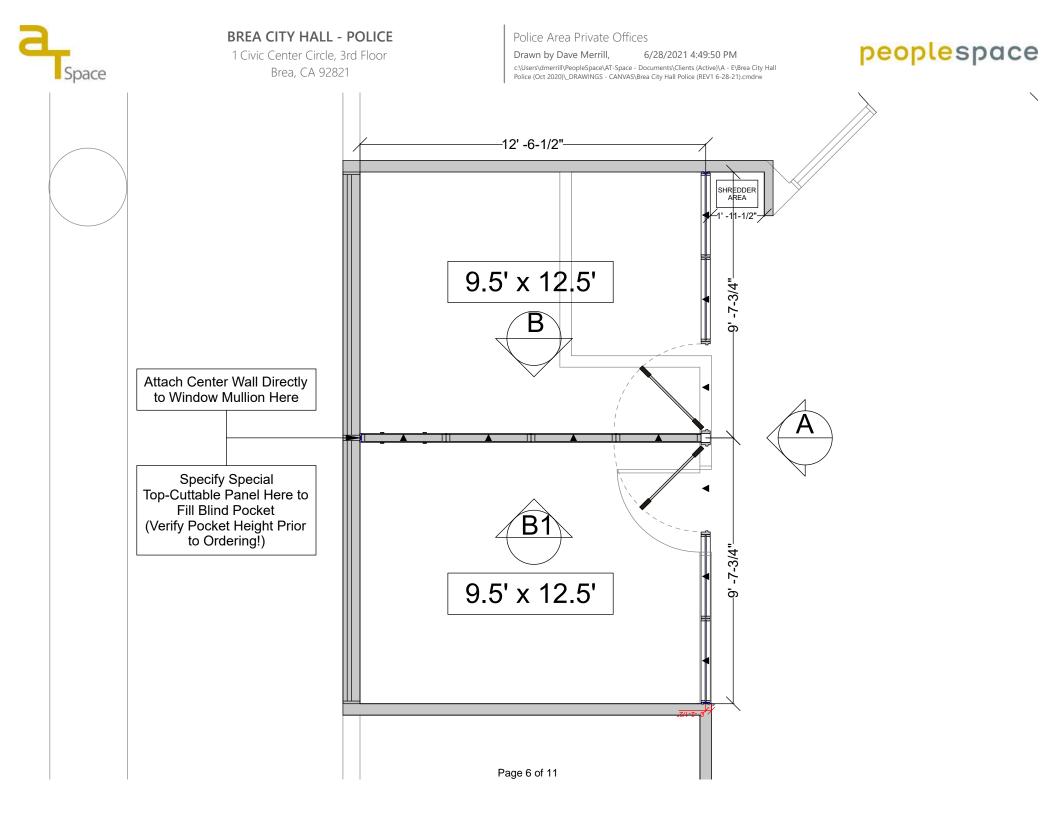
1 Civic Center Circle, 3rd Floor Brea, CA 92821 Police Area Private Offices

Drawn by Dave Merrill,

6/28/2021 4:49:48 PM









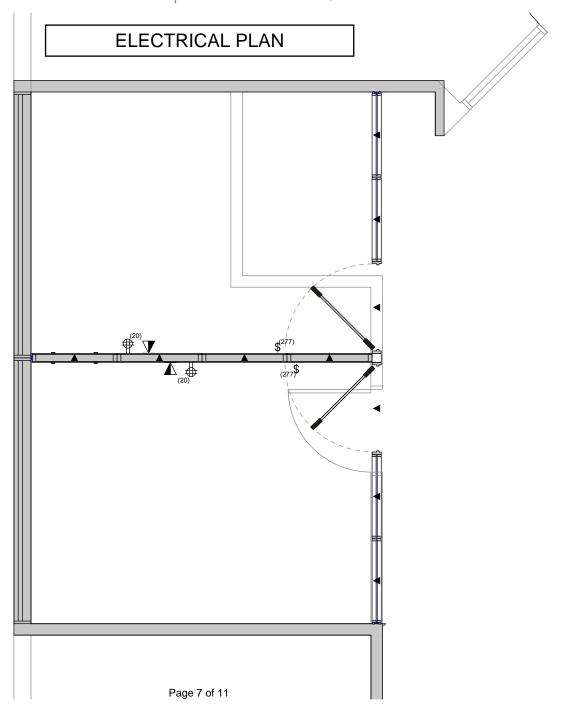
1 Civic Center Circle, 3rd Floor Brea, CA 92821 Police Area Private Offices

Drawn by Dave Merrill,

6/28/2021 4:49:50 PM

c:\Users\dmerrill\PeopleSpace\AT-Space - Documents\Clients (Active)\A - E\Brea City Hall Police (Oct 2020)\DRAWINGS - CANVAS\Brea City Hall Police (REV1 6-28-21).cmdrw







1 Civic Center Circle, 3rd Floor Brea, CA 92821 Police Area Private Offices

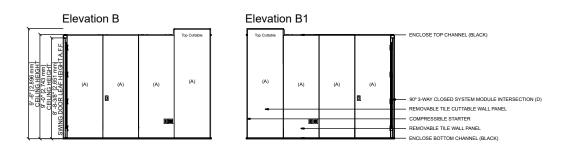
Drawn by Dave Merrill,

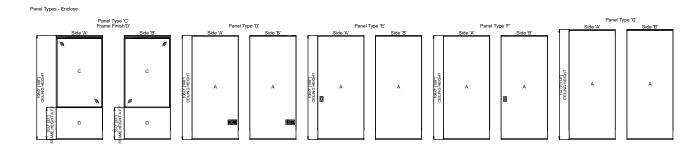
6/28/2021 4:49:51 PM

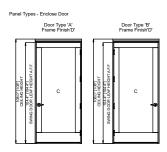
c:\Users\dmerrill\PeopleSpace\AT-Space - Documents\Clients (Active)\A - E\Brea City Hall Police (Oct 2020)_DRAWINGS - CANVAS\Brea City Hall Police (REV1 6-28-21).cmdrw



Elevation A ENCLOSE TOP CHANNEL (BLACK) COMPRESSIBLE STARTER COMPRESSIBLE STARTER SEMINATION WALL PANEL - FRAME FINISH (D) - 776 (22mm)BOTTOM HORIZONTAL - 136 mm (s-11/22) DOOR STILE - 137 mm (s-11/22) DOOR STILE - 138 mm (s-11/22) DOOR STILE - 138 mm (s-11/22) DOOR STILE - 139 mm (s-11/22) DOOR STILE - 130 mm (s-11/22) DOOR STIL









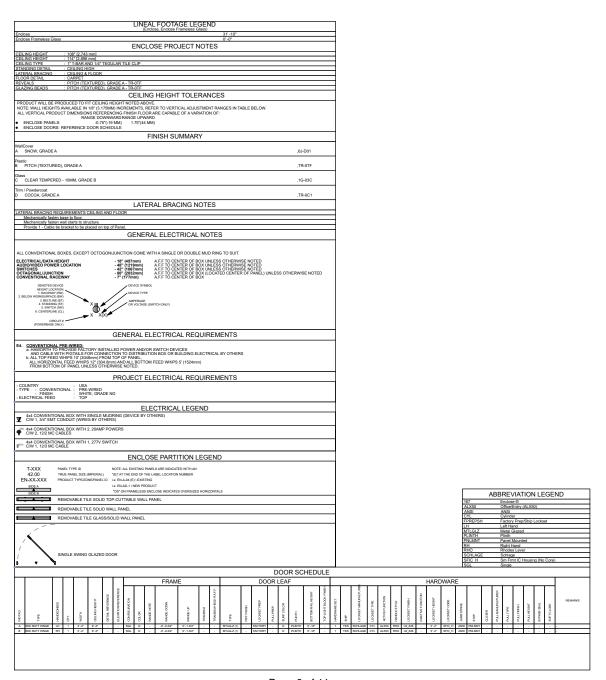
1 Civic Center Circle, 3rd Floor Brea, CA 92821 Police Area Private Offices

Drawn by Dave Merrill,

6/28/2021 4:49:51 PM

c:\Users\dmerrill\PeopleSpace\AT-Space - Documents\Clients (Active)\A - E\Brea City Hall Police (Oct 2020)_DRAWINGS - CANVAS\Brea City Hall Police (REV1 6-28-21).cmdrw

peoplespace



Enclose°

Walls

Office spaces are getting smaller, yet are expected to do more. Reconfiguration for today's workstyles and the anticipation of change is placing a strain on organizations with permanent interior construction. Moveable walls are a smart, responsive alternative, providing a sense of presence, permanence, and acoustical privacy, while ensuring your endless ability to adapt.







More Flexibility, Less Effort

With the look, feel, and performance of fixed construction, Enclose moveable walls offer space-saving, easily adaptable options to create more workspaces in a floorplate, without sacrificing comfort, personal storage, or privacy. Its non-progressive design lets you remove and switch any single panel or door without upsetting the rest. And Enclose can be completely reconfigured with ease, in up to one-third the time of many competitors.

Features

With Enclose moveable walls, the design possibilities are truly unlimited. Floor to ceiling panels achieve a sense of permanence and privacy, while ensuring your endless ability to adapt.

Efficient and agile – Easily installs, adapts, and reinstalls, without disruption, dust, or excessive downtime.

Damage-free installation – Touches the building lightly with mechanical fasteners only at the slab.

Seamless integration – Designed to work with Enclose Frameless Glass walls and doors, and seamlessly transition to conventional construction.

Acoustical privacy of fixed walls – Provides the acoustical performance needed to meet the speech privacy and confidentiality requirements of today's offices, in a moveable wall system.

Colors, Materials, Finishes

Choose Enclose moveable walls in metal, laminate, wall coverings, or wood with finishes to match your casegoods. Or, opt for clear, patterned, or custom glass. Monolithic and segmented tiles are available in framed and frameless designs. Multiple door options—including full-height, double-glazed, frameless glass doors—complete the aesthetic.

Certifications

- GREENGUARD® certified
- BIFMA® LEVEL® 1 certified

To learn more, visit haworth.com.

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Purchase of Ticket Writer Printers for Police Department

RECOMMENDATION

Approve the purchase of thirty-two new Zebra brand model ZQ521 ticket writer printers (and related accessories) from MSA Systems, Inc. for \$28,360.28.

BACKGROUND/DISCUSSION

The Police Department uses tablet based software to create electronic traffic and criminal citations. Police officers are required to give printed copies of citations to violators and use Zebra brand printers to accomplish this. The current ticket writer printers are old, are out of warranty, and are no longer supported by the manufacturer.

In preparation for the FY 2021-22 budget, the Police Department submitted a Decision Package to purchase thirty-two new Zebra printers. The Decision Package was approved as part of budget adoption and the approved Decision Package is attached to with this report.

MSA Systems, Inc. provided a quote for the purchase of the new printers and related components and accessories. Including tax and shipping, the printers will cost approximately \$28,360.28. A copy of the quote is attached.

MSA Systems, Inc maintains a current GSA contract (#GS-35F-0538Y). The United States General Services Administration (GSA) negotiates long-term government-wide contracts with commercial firms providing federal, state, and local government buyers access to millions of products and services at volume discount pricing. Purchasing Code 3.24 allows Brea to make purchases from such contracts, which offer better pricing based on higher volumes than the City could realize on its own and helps to expedite the procurement process. For this reason, this purchase is exempt from normal bidding processes.

SUMMARY/FISCAL IMPACT

During budget preparations, the Budget & Revenue Division allocated \$32,100 for this purchase in account 172-21-2141-4639. There is no financial impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager Prepared by: Chris Harvey, Lieutenant Concurrence: Adam Hawley, Police Chief

Attachments

Decision Package Quote from MSA Systems (with GSA Contract Info)

FY 2021-22 DECISION PACKAGE

Department: Police Services

Division: Uniform/Patrol

Request: Mobile Printers for Panasonic Toughbook (Crossroads Citations)

A mobile printer is an essential piece of equipment for patrol, traffic, jailer, and investigations. The mobile printer is synced to the Panasonic Toughbook tablet used by each officer and allows the officer to print citations from the Crossroads Tablet Citation Program made by Crossroads Software.

The majority of the department's mobile printers were purchased approximately ten years ago and had an end of life in 2015. The current vendor (Zebra) will no longer support the equipment as of December 31, 2020 and because of the current age of the equipment, the mobile printers are starting to have problems and stop working.

Zebra offers a new updated model that is durable and compatible for use with the Crossroads Tablet Citation software currently being used. The Police Department contacted Crossroads Software and the mobile printer they recommended for their software is the Zebra Model ZQ521. This model is similar in size to the current RW420 printer, so the current printer holster used by the Traffic Division on the BMW motorcycles can still be used, saving money on having to purchase new holsters. The current printer paper rolls used in the RW420 will also work in the Zebra Model ZQ521.

Currently, each officer in patrol and traffic is issued a printer to use with their assigned tablet. The tablet version of the Crossroads Citation Program allows for a much simpler process to sync printers. Therefore, with the purchase of the new ZQ521 printer, the Police Department proposes purchasing a total of 32 printers at a cost of \$675 each (includes battery). This will be distributed as follows: Eighteen (18) for each patrol vehicle, six (6) for each traffic officer, two (2) shared by the Crime Suppression Unit, two (2) shared by the Detective Bureau, one (1) for the Jail and three spare printers. This is a total cost of \$21,600 plus tax.

The department evaluated purchasing a printer for each officer, however would require purchasing upwards of 45 printers (plus spares), which would significantly increase the cost of this proposal. In order to charge the mobile printer batteries in the patrol units, the department proposes purchasing eighteen (18) DC vehicle 12-24V charging adapters (Zebra QLN/ZQ5) at \$39 each, plus six AC mobile charging adapters (Zebra ZQ500) at \$50 each for the Traffic Division. The total cost for the charging adapters will be \$1,002 plus tax.

The Traffic Division will use the current printer holster mounted on the motorcycle to protect their printers. The department proposes purchasing twenty-three (23) soft cases with a shoulder strap (Zebra Soft Case ZQ520) at \$58 each. These soft cases will be used to hold and protect the printers in the patrol units, crime suppression unit, detective bureau and jail. The printer can be used while still in the soft case. The total cost for the soft cases will be \$1,334 plus tax.

With the purchase of the charging adaptors for patrol units and traffic division, the Police Department would still need to provide a means to charge the batteries for the remaining printers, so this proposal includes purchasing one 4-bay power station (Zebra Quad battery charger) at \$250 each and four (4) spare batteries (Zebra Smart battery ZQ510/20) at \$77 each. This will allow a means to swap out and charge batteries. The total cost for these accessories will be \$558 plus tax.

FY 2021-22 DECISION PACKAGE

Along with the above costs, the Police Department would also purchase one USB cable (Zebra ZQ500 6" cable) at \$16 each used for programming the printers and a 3-year warranty (Zebra OnecareZQ520) at \$165 for each printer. The total cost for the USB cable and warranty is \$5,296 plus tax.

Description	Total Cost
Printers (Zebra Model ZQ521)	\$21,600
Charging adapters	\$1,002
Soft cases	\$1,334
Accessories	\$558
Cable & 3-year warranty	\$5,296
Sub-Total	\$29,790
Tax (7.75%)	\$2,309
Total	\$32,099

The Police Department received a quote from MSA Systems Inc., who distributes the ZEBRA products on the west coast, and the total cost without tax and shipping will be \$29,790 and with sales tax would cost approximately \$32,100.

This request is recommended to be funded by the Public Safety Augmentation Fund (172) which is restricted for use for public safety services. There is no General Fund impact.

		Fiscal Impact		
		Fund/Dept/Program No	FY 2021-22	<u>Ongoing</u>
Salary/Benefits			\$ 0	\$ 0
Services/Supplies			0	0
Capital Outlay		172 21 2141 4639	32,100	0
	Subtotal		\$ 32,100	\$ 0
Offset			0	0
	Total		\$ 32,100	\$ 0



MSA Systems, Inc. 1340 S De Anza Blvd., Suite 103 San Jose, CA 95129-4644 Tel: 408-252-9000

Fax: 408-252-9900

SALES QUOTE			
Quote#	Issue	Expires	
CM-071321-005	7/13/2021	12/31/2021	

Quotation Prepared For:	SHIP TO:	Account Manager	Source	Inside Support
		Christi		СМ
Brea PD			SHIP VIA	
		Ground u	nless otherwise spe	ecified
		P	AYMENT TERMS	
			Net 30 Days	

SPECIAL INSTRUCTIONS

	Part Number	Description	Qty	List Price	Client Unit Price	Client Extended Price
1		ZEBRA AIT, PRINTER, ZQ521, MEDIA WIDTH 4.45"/113MM; ENGLISH/LATIN FONTS, BLUETOOTH 4.1, STND BATTERY, US/CANADA CERTS	32		\$575.00	\$18,400.0
2		ZEBRA,ACCESSORY,QL420,QL320,QL220 AND ZQ500,MOBILE AC ADAPTOR, US	6		\$50.00	\$300.0
3	for programming	ZEBRA,ACCESSORY,ZQ500,USB CABLE WITH TWIST LOCK 6'	1		\$16.00	\$16.0
4		ZEBRA AIT, ACCESSORY, KIT, SOFT CASE, ZQ520	23		\$58.00	\$1,334.0
5		ZEBRA AIT, ACCESSORY, KIT, DC-DC VEHICLE ADAPTER, CIG,12-24V, QLN/ZQ5/ZQ6	18		\$39.00	\$702.0
6		ZEBRA AIT, ACCESSORY, KIT, 4-BAY POWER STATION, US (TYPE A) CORD, ZQ500 SERIES	1		\$250.00	\$250.0
7		ZEBRA, AIT, KIT ACC QLN2/3, ZQ510/20, ZQ610/20 SPARE SMART BATTERY	4		\$77.00	\$308.0
8		ZEBRA, ONECARE, ZQ510, ZQ520, ESSENTIAL, PURCHASED WITHIN 30 DAYS OF DEVICE, 3 DAY TAT NA, MX; 5 DAY TAT ROW, 3 YEARS, COMPREHENSIVE MSA Systems is a California Certified Small	32		\$165.00	\$5,280.0
		Business Women Owned with a current GSA Contract GS-35F-0538Y				
		_			Comingo	
1)	AND CONDITIONS The Customer hereby places an order for and a	grees to purchase the above items per the Terms listed below.			Services (Non Taxable) Service Contracts (Non Taxable) Software	φ5,260.00
	The Customer hereby places an order for and a Price: The above price does not include sales, of this transaction. Customer shall pay all such to	grees to purchase the above items per the Terms listed below. excise, use, value added tax (vat) and other taxes, levies or fees now in effer axes, levies and fees. The Products are being sold hereunder F.O.B., place ges for the Products. All payments shall be made in United States dollars.			(Non Taxable) Service Contracts (Non Taxable) Software	φ3,200.00
1)	The Customer hereby places an order for and a Price: The above price does not include sales, e of this transaction. Customer shall pay all such liable for all shipping, media and insurance char Payment terms: Invoices not paid within the spe	excise, use, value added tax (vat) and other taxes, levies or fees now in effectaxes, levies and fees. The Products are being sold hereunder F.O.B., place	of shipment. C	ustomer is	(Non Taxable) Service Contracts (Non Taxable) Software Equipment	\$21,310.00
1)	The Customer hereby places an order for and a Price: The above price does not include sales, e of this transaction. Customer shall pay all such liable for all shipping, media and insurance char Payment terms: Invoices not paid within the spe check returned due to insufficient funds. The Cuthe payment terms.	excise, use, value added tax (vat) and other taxes, levies or fees now in effectaxes, levies and fees. The Products are being sold hereunder F.O.B., place ges for the Products. All payments shall be made in United States dollars. cified Payment Terms period will incur a 1.5% fee per month. The Customer	of shipment. C shall incur a \$5 s as a result of	ustomer is 50 fee for each not adhering to	(Non Taxable) Service Contracts (Non Taxable) Software Equipment	φ5,260.00
1) 2) 3)	The Customer hereby places an order for and a Price: The above price does not include sales, of this transaction. Customer shall pay all such i liable for all shipping, media and insurance char Payment terms: Invoices not paid within the specheck returned due to insufficient funds. The Cuthe payment terms. Warranties: We make no warranty, expressed or relating to the Products directly to Customer. Returns: Software, parts, cables, printer consunrequests must be made within 5 days of receipt;	excise, use, value added tax (vat) and other taxes, levies or fees now in effectaxes, levies and fees. The Products are being sold hereunder F.O.B., place ges for the Products. All payments shall be made in United States dollars. cified Payment Terms period will incur a 1.5% fee per month. The Customer istomer shall pay for all collection costs, including attorney fees and penalties	of shipment. C shall incur a \$5 s as a result of emnities, and s	ustomer is 50 fee for each not adhering to service features	(Non Taxable) Service Contracts (Non Taxable) Software Equipment	\$21,310.00
1) 2) 3)	The Customer hereby places an order for and a Price: The above price does not include sales, of this transaction. Customer shall pay all such i liable for all shipping, media and insurance char Payment terms: Invoices not paid within the specheck returned due to insufficient funds. The Cuthe payment terms. Warranties: We make no warranty, expressed or relating to the Products directly to Customer. Returns: Software, parts, cables, printer consunt requests must be made within 5 days of receipt; minimum restocking fee of 10-25% (varies by more than the payment terms and the payment terms and the payment terms are the payment terms.	excise, use, value added tax (vat) and other taxes, levies or fees now in effectaxes, levies and fees. The Products are being sold hereunder F.O.B., place ges for the Products. All payments shall be made in United States dollars. ciffied Payment Terms period will incur a 1.5% fee per month. The Customer istomer shall pay for all collection costs, including attorney fees and penalties or implied, or indemnity relating to the Products. We assign all warranties, indinables (labels, ribbons, and print heads), TEC and Fujitsu/ICL products are mail other RMA requests must be made within 10 days of receipt. All returns/	of shipment. C shall incur a \$\$ s as a result of emnities, and s oot returnable. A exchanges will eived without ar sist be returned, product must l	ustomer is 50 fee for each not adhering to service features All DOA incur a n RMA number (c) NO writing be clean and	(Non Taxable) Service Contracts (Non Taxable) Software Equipment	\$21,310.0 \$26,590.0

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Fire Investigation Services Agreement with City of Anaheim

RECOMMENDATION

Recommend the approval of the Fire Investigation Services Agreement with the City of Anaheim.

BACKGROUND/DISCUSSION

The California Fire Code requires the Brea Fire Department to investigate fires within its jurisdiction as the Authority Having Jurisdiction (AHJ). When a fire agency cannot conduct the investigation, the AHJ may seek out other public agencies to assist in determining the cause and origin and pursue any criminal related follow-up as necessary. Fire investigation ultimately provides for increased community risk reduction; improved firefighting tactics; heightened public awareness; more focused prevention efforts; and reduced fire-related criminal activity. The Brea Fire Department (BFD) historically has not had an internal fire/arson Investigation program. Recently, the BFD attempted to initiate an internal fire/arson investigation program, however was unable to do so due to a labor dispute.

As is routine for the Orange County Operational Area, the BFD utilizes the specialties of its Orange County partner agencies to accomplish these needs. Although BFD has utilized the fire/arson investigation services of Anaheim Fire & Rescue for many years, Anaheim Fire & Rescue and the BFD seek to formalize the services and associated costs through a contract at the present time. As one of Brea's nearby cities, Anaheim typically receives the first call for these services. Based on historical analysis, the BFD does not anticipate exceeding an annual expenditure of \$3,500. During fire/arson investigations, the Brea Fire Chief and Fire Marshal remain the primary lead over the incident and work with the Anaheim investigators throughout the investigation. Coordination with the Brea Police Department for any criminal activity may be required as necessary. The contract will remain in effect indefinitely, on an as needed basis. If BFD reinstates its own fire investigation program at a later date, the demand for these services reduce significantly, if not entirely.

SUMMARY/FISCAL IMPACT

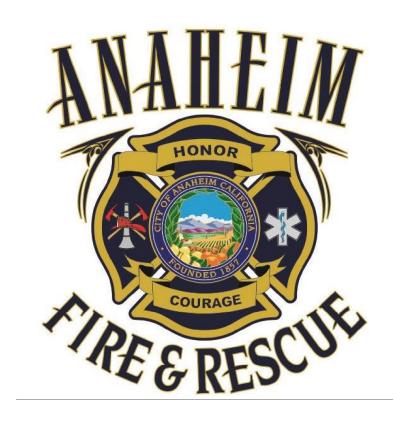
The projected impact to the General Fund not to exceed \$3,500 annually.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager Prepared by: Chris Nigg, Deputy Chief Administration/Fire Marshal Concurrence: Adam Loeser, Fire Chief

<u>Attachments</u>

Fire Investigator Services Agreement



Fire Investigator Services Agreement
The City of Brea

AGREEMENT BETWEEN THE CITY OF ANAHEIM AND THE CITY OF BREA

FOR FIRE INVESTIGATOR SERVICES

		and entered into thiseim") and the City of B		, 2021, is by and
		RECITALS		
		or Anaheim has determi services to other jurisdi		ire investigators have the
		use the services of the A te Anaheim for these se		-
		termined that it is in the Department in exchange		
		rnment Code section 54 by for the performance of	_	the city council of a city es.
		IN CONSIDERATION HEREINAFTER SET I		L PROMISES, TIES HERETO AGREE
		rovide fire investigation I by Brea, subject to the		
,	. An Anaheim	fire investigator is avai	lable to respond.	
1	o. Fire investiga	ation needs in Anaheim	take precedence ov	ver requests for fire

investigation services in Brea.

- c. If the Anaheim fire investigator is not immediately available to respond to Brea, he/she will respond as soon as practicable.
- d. Requests for the response of the Anaheim fire investigator(s) shall be made through Metro Net Fire Dispatch Center by a Chief Officer representing the Brea Fire Department.
- e. Fire investigator services may be utilized for origin and cause investigations, arson investigations and prosecution, 911 abuse investigations or fraud related to fire protection services.
- 2. When requested to respond to the scene of an emergency incident in Brea, the Anaheim fire investigator(s) will report to the incident commander upon arrival and coordinate the investigation procedures through the incident commander.
- 3. Other investigations conducted by the Anaheim fire investigator(s) in Brea shall be coordinated through the Brea Fire Chief or designated representative.
- 4. From time to time, subject to availability, the Anaheim fire investigator(s) may be requested to provide training to Brea personnel on origin and cause fire investigation techniques, in order to facilitate initial origin and cause investigations in Brea.
- 5. Anaheim fire investigator(s) will work in coordination with the Brea Police Department on criminal investigations. The Brea Police Department will be notified by the incident commander, Fire Chief or the Anaheim fire investigator(s) of the Anaheim fire investigator's involvement and status under this Agreement.
- 6. The Anaheim fire investigator(s) will provide a written report to the Brea fire chief or the chief's designated representative, for each investigation completed. All reports shall be requested through the fire department's custodian of records. All fees associated with the request will be waived under this agreement.

Additionally, the Anaheim fire investigator(s) shall be responsible to submit all necessary reports or other documentation to the Office of the District Attorney, through the filing agency, for prosecution of cases that are deemed prosecutable. The Anaheim fire investigator(s) shall also be available for follow-up meetings with the Brea Police Department investigators, insurance investigators and District Attorney Personnel. The Anaheim investigator(s) shall be made available to testify in court, as required.

- 7. In consideration of Services provided under this Agreement, Brea agrees to reimburse the Anaheim under the following established rules and formulas:
 - a. The rate of the Fire Captain Level IV Arson Investigator rate as set forth in Anaheim's existing Memorandum of Understanding with the Anaheim Firefighter's Association. It will further be calculated within one of two categories: Regular Duty (100%) or Over Time (150%).
 - b. Portal to Portal. This is defined as time of dispatch to the time of Available in Quarters. This is established for fire scene origin and cause determination, evidence collections, photographic scene documentation, data collection, and case follow up requirements as requested and approved.
 - c. All investigative services that are applicable to the fire scene origin and cause determination. This includes, but is not limited to, report writing, evidence processing, interviews, meetings with law enforcement agencies, or presentation(s) to the governing agency as requested and approved. This could include training requests.
 - d. A twelve percent (12%) administrative rate will be calculated and applied to all billable hours when invoiced under this agreement.
 - e. Brea agrees to provide this reimbursement within 30 calendar days of receipt of an invoice from Anaheim.
 - f. Brea will be notified 30 days prior to an increase of any base or special pay related to the Fire Captain Level IV Arson Investigator rate with each subsequent Memorandum of Understanding that Anaheim executes with the Anaheim Firefighter's Association.
- 8. Anaheim shall maintain worker's compensation insurance covering its fire investigator.
- 9. Each party hereto shall defend, indemnify, and hold harmless the other party and its respective council members, officers, employees, and agents, from and against any and all liabilities, claims, demands, debts, suits, actions, and causes, arising out of any negligent or willful act or omission of such indemnifying party or its officers, employees or agents, done or performed pursuant to the terms and conditions of this agreement.
- 10. This Agreement shall be effective upon execution of the Agreement by Anaheim and continue until terminated. Either party may terminate this agreement for convenience by giving thirty (30) days written notice to the other party. Written notice shall be delivered or mailed to:

To Anaheim:

Attn: Fire Chief

Anaheim Fire & Rescue

201 S. Anaheim Blvd. Ste. 300

Anaheim, CA 92805

To Brea:

Attn: Fire Chief

Brea Fire Department

303 W. Commonwealth Ave.

Fullerton, CA 92832

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

	CITY OF ANAHEIM
vated:	By:
	Mayor
	City Clerk
	APPROVED AS TO FORM:
	ROBERT FABELA, CITY ATTORNEY
	By:
	Bryn M. Morley
	Deputy City Attorney
	CITY OF BREA
ted:	By:
	Steven Vargas, Mayor

APPROVED AS TO FORM:

By:_____

Terence Boga, City Attorney

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Purchase of Two (2) Generac Industrial Diesel Generators

RECOMMENDATION

Authorize purchase of two (2) Generac industrial diesel engine-driven generators for Booster Pump Stations Nos. 2 and 3 for not-to-exceed amount of \$103,045.31.

BACKGROUND/DISCUSSION

Booster Pump Stations Nos. 2 and 3 are located along Carbon Canyon Road/State Route 142 in the easterly side of Brea. These facilities are connected to a City water transmission main and pump water to nearby City reservoirs or water mains in order to store the water at the reservoirs or deliver potable water to residents along Carbon Canyon Road and Olinda Village.

Over the years, concerns were raised regarding the ability to operate these pump stations when electric power was unavailable. In those situations, staff would rent portable generators in order to provide continuous power during an emergency or power shutoff. Portable generators are a good temporary solution, but are not practical if physical access to the site is unavailable such as during an active wildfire.

In order to permanently address the concern, two projects were added to previous Capital Improvement Programs, New Booster 2 Pump Station (CIP #7475) and Booster 3 Reconstruction (CIP #7470). The New Booster 2 facility will now be located at Olinda Ranch Park, while Booster 3 will remain at its current location approximately one-mile northeast of Olinda Village. Both of these projects will include pump station buildings that will house all pump station equipment and permanent diesel generators.

Design for both of these booster station projects is nearing completion. However, securing final easements from existing nearby property owners and utility companies has resulted in some delays, but are nearing completion as well. Final easements are expected to be brought to City Council for approval within the next couple of months. Staff expects to advertise for bids in the late Fall of this year with construction expected to start in winter when water demand and fire risk is at its lowest.

Since the generators have an estimated 15-week lead time for delivery, staff is recommending purchasing them ahead of bidding to avoid any additional delays and to prevent general contractors from marking-up the equipment if they had to purchase them as part of the projects. Staff utilized the General Services Administration (GSA) contract with

Generac and obtained the lowest possible price of \$103,045.31.

SUMMARY/FISCAL IMPACT

Sufficient funds for the purchase of the generators are available in the Capital Improvement Program budgets for Booster Pump Stations Nos. 2 and 3. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Brian M. Ingallinera, Environmental Services Coordinator

Concurrence: Rudy Correa, Water Distribution Superintendent

Tony Olmos, P.E., Public Works Director

Attachments

Quote - BP3



Date: April 23, 2021, Updated validity date 5/24/21

Eric Aulls City of Brea 1 Civic Center Circle Brea, CA 92821

Reference: City of Brea Carbon Canyon BPS 2, Generac Quote 20463585

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 8.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 250 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- No Enclosure (open-set)
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
 - o Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- 21 Light Annunciator Surface
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
 - o 450 Amp
 - Shunt trip and Auxiliary Contacts
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 208 V

- 24 hour fuel tank with 12" normal vent; 2" overfill protection valve with locing cap, this valve will reduce the useable gallons of the fuel tank, overfill protection valve to have scully connector, set shut off at 95%; and 5 gallon fill/spill containment system (open market)
- Seismic isolators by Mason Industries mounted between base frame and engine/alternator assembly.
 (open market)
- Certified seismic type SASE-SS anchor bolts and washers to mount unit to concrete pad are shipped loose open market).
- Certified seismic calculations done by seismic isolator vendor. One set of calculations required per site.
 Seismic qualification/calculations site information form to be completed and submitted at time of order.
 Seismic certificate of compliance per IBC 2012 Section 1708.5. One certificate required per rating.
 Certification is based on calculations and not sharker table testing (open market).
- Std set of 3 Manuals
- Engine Run Relay
- Critical Muffler flange ShpLse
- Standard 2-Year Limited Warranty
- SD0250KG178.7D18HPNL3

Total investment for the above equipment (Not including any applicable tax or freight): \$50,066.49
Startup and Test by local authorized Generac Industrial Distributor: \$2,090.00
Optional 4 hour load bank test: \$1,100.00

Freight from factory to Brea, CA:

\$ 4.837.00

Generac's local distributor offers air quality permitting services and generator maintenance agreements. Please inquire with your Generac/Distributor representative if interested.

SPECIAL ADVISORY NOTICE

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT APPLICATIONS

The South Coast Air Quality Management District (SCAQMD) in southern California is undergoing a change to their Rule 1470 which governs stationary compression-ignition/diesel engines in stationary emergency electrical generating sets which will go into effect Jan. 1, 2013. The change to Rule 1470 will involve modifications to administrative and performance requirements, which affect the installation and operation of the generating set. Generators with a stack located within 50 meters of a sensitive receptor will require a diesel particulate filter. This device is not included in this quotation unless noted.

While generating sets produced by Generac Power Systems include the latest EPA-certified compression-ignition/diesel engines allowed for use in stationary emergency applications, special localized requirements may be added and are generally administered through an equipment site permitting process, including a Permit to Construct and Permit to Operate by the air district.

The final SCAQMD Rule 1470 requirements require the addition of a CARB-verified diesel particulate filter device to the exhaust system of the standard federally-compliant engine used on the generating set if the stack is located within 50 meters of a sensitive receptor.

This notice is to alert purchasers and owners/operators of this equipment to this recent development, and that issuance and acceptance of this quotation does not constitute a guarantee by Generac Power Systems or their local distributor of product conformance or instability within the region of SCAQMD jurisdiction or anywhere else that may add additional regulatory requirements during the permitting phases. Generac's local distributor can provide a quotation to add the necessary diesel particulate filters to comply with SCAQMD's new requirements of Rule 1470 modifications.

Terms and Conditions

Terms and conditions as listed on GSA Contract # GS-07F-0407X unless otherwise negotiated. Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory start up.

Startup will be done during normal business hours. Additional charges will be applied to startups requested on weekends or off normal business hours. Startup is quoted as an open market item.

Prices valid through September 30, 2021. Note, items quoted as open market items are offered at most favorable customer pricing.

Estimated Delivery: 13-15 weeks ARO subject to change. Please confirm with factory at time of order.

FOB: Pre Pay/Origin

GSA Contract# GS-07F-0407X DUNS 006103055 CAGE 3KDJ8

ACCEPTANCE

All quotations are subject to prompt acceptance and transmittal of order. Prices are subject to change without notice unless otherwise stated. Contracts and agreements are not valid unless approved and accepted in writing in the corporate office in Waukesha, WI. However, all contracts shall be deemed to have been executed in Wisconsin.

DELIVERIES

Promises of delivery are given as accurately as conditions will permit, but seller does not guarantee to accomplish shipments on date or dates mentioned.

DELAYS

Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations and other causes of delay beyond the seller's control, and in no event will the seller by liable for consequential delays or losses.

DELAYS OF PAYMENT TO THE SELLER

Payment is due to Generac upon the agreed terms as listed in the quote. Generac is responsible for providing the equipment and services as listed in the quote and is not an installation contractor. Generac is not responsible for cancelations or delays in construction, equipment not being ready for startup as scheduled, improper installation per the equipment installation guidelines, not possessing the proper permits, not meeting NEC, NFPA or any other local or national codes as it pertains to the equipment installation. A fee will be charged of 3% of the equipment cost per month beyond 15 days of the terms listed in the quote for delays in payment for any of the listed reasons. No retention of any portion allowed unless noted in this quotation

NOT A CONTRACTOR

Generac is a supplier of materials and related services as listed in this quote. Generac is not a contractor. Generac is not responsible for any part of the installation of the supplied equipment, including but not limited to the following: permits, meeting installation codes, pouring concrete, building of generator room, plumbing, piping, fuel, proper fuel supply, exhaust system installation, proper ducting, insulation, wiring, mounting, field painting, or anchoring of equipment.

CANCELLATIONS

Orders cannot be scheduled, cancelled, specifications changed or goods returned without seller's prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller. Change order costs will be quoted by the seller at the time of change. Some change orders may not be possible depending on when changes are requested during production of the order. A minimum 30% restocking fee will be charged for any and all cancelled orders if accepted by the seller. Special orders may not be accepted by the seller for return.

STORAGE FEES

Units stored beyond 15 days of originally scheduled delivery date will be charged 3% of the sell price per month.

SHIPMENT

Off loading and placement of the goods shall be solely your responsibility. All deliveries are Monday through Friday 9:00 a.m. to 3:00 p.m. Second attempt deliveries or deliveries outside normal business hours will be invoiced as necessary. Deliveries to customer's site are subject to standby fees if the truck is not unloaded within one (1) hour of arrival at the customer's site. A standby fee of \$135.00 per hour will be charged for each hour the truck has to wait to be unloaded.

STARTUP & TEST

Generac's local distributor will perform one (1) initial Startup & Test upon completion of installation by others if included in the quote. They will not perform a Startup & Test until you have properly completed the installation and returned the completed Installation Check List to the local distributor. Startup & Test conducted during normal business hours as listed above. Fuel for testing and filling is not included unless as noted in this quote. Startup & Test outside normal business hours will be invoiced as necessary.

- 1. One Startup & Test service call to the jobsite is included unless noted. Additional trips due to jobsite conditions beyond our control will be invoiced as necessary; this includes second trips because of improper or incomplete installation issues.
- 2. Start & Test will be conducted per specifications and using available building load unless noted. Building load should be available during startup & test so the generator can be adjusted properly for the building load. Additional trips to test with building load will be invoiced as necessary.

PERMITS AND LICENSES

Permit costs (including Air Quality/SCAQMD) are not included in this quote unless noted as such on the quote. Generac's local distributor can assist in providing information as may be necessary for the acquisition of permits and licenses. Generac's local distributor offers air quality permitting services at an additional charge if needed.

PURCHASE OR LEASE ORDER POLICY

Orders will be placed when the signed quotations and purchase orders or lease documents are returned to Generac.

WARRANTIES

The seller's liability is limited to making good defects in workmanship or material under the manufacturer's warranty and shall not exceed the purchase price of the defective item. The seller in no event shall be liable for damages to persons or property arising out of the use of items sold. The equipment must have reasonable means and access for warranty repair to be done. This includes the means and access for removal of the complete generator assembly and/or major components. If reasonable access is not provided, additional charges not covered by warranty will apply. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

PERFORMANCES

Information provided concerning performance of equipment listed hereon are engineering estimates only and no guarantee to meet such specifications is to be implied.

CONFIDENTIAL INFORMATION

This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchaser's use and are not to be used in any way detrimental to the seller.

TERMS OF THE SALE

This quotation is governed by and subject to Generac's Quotation Terms and Conditions located at www.generac.com/about-us/customer-support which are incorporated by reference. Generac's Quotation Terms and Conditions are subject to change at any time and Buyer is advised to review the same before acceptance of future orders. Unless pursuant to a written agreement mutually executed by both parties, the terms of this Quotation shall be binding upon the parties, and any other terms, communications or documents concerning this order are to be disregarded and hereby expressly rejected.

Unless otherwise specifically stated, terms are net on invoice based on the date of invoice. F.O.B. delivered, sales or use taxes, any type of property tax or any manufacturer's or other excise tax levied by federal, state or municipal government or any sub-division thereof, are the liability of the purchaser and if paid by the seller are rechargeable to the purchaser. All sales are subject to the approval of our credit department. This and all subsequent purchases are payable to Generac Power System, Inc. The seller reserves the right to cancel this contract and collect fees as noted in "cancellations" upon:

- 1. Breach of contract by the purchaser.
- 2. Failure by purchaser to make payments as required.
- 3. Insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchaser's ability to pay in general.

No terms contained in the purchaser's purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase order or any other communication.

Sincerely,

Lynn S. Jones, CTSM

Account Manager - Government Sales

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the above terms and conditions



Engineering Submittal Package

City of Brea, CBS #2

Prepared and Submitted by:

Lynn Jones Account Manager - Government Sales Generac 920-230-1280 lynn.jones@generac.com www.generac.com

Table of Contents

SPECIFICATION SHEET

0K5099 SD250 8.7L

CONTROL PANEL AND OPTIONS

0161920SBY 10 AMP ENGINE-RUN RELAY

0172110SBY SPEC SHEET H-100 CONTROL PANEL

0604160SSD 21-LIGHT/RELAY PANEL DATA

ALTERNATOR AND OPTIONS

0183450SSD G26 ALT DATA SHEET 250 KW 0187980SBY GENPROTECT DATA SHEET

<u>UNIT OPTIONS</u>

0161970SBY BATTERY INDEX

0180230SBY SPEC SHEET RHINO COAT

0189370SSD EATON CB TABLE THERM/MAG 0191900SBY 2.5A & 10A BATT CHRGR H&G

0192390SSD EATON CB LUG DATA

065803_SBM CRIT MUFFLER 5 FLANG

084918N_SBM HEATER BLOCK 2000W 240V

0A5215D_SBM FLEX PIPE 4"

0H4983_SBM EV EXHAUST OPEN SET

0L6262 E STOP BRK GLS H PNL SUBM

INSTALLATION DRAWINGS

0J3429 INSTALL D8.7L OPEN SET E-GRP

GENSET ELECTRICAL DRAWINGS

0H9867 WD D8.7/10.3/12.9L G17 H-PANEL 0H9868 SD D8.7/10.3/12.9L G17 H-PANEL

SYSTEM INTERCONNECT DRAWINGS

0191120SSD INTERCONNECT DIAG H PANEL

EMISSIONS DATA

 0185960SSD
 SOUND DATA SD250 8.7L

 A0001316715
 EMISSIONS SD250 D8.7 2021

A0001350200 MFPXL08.7TR3_004

CERTIFICATIONS

0184520SSD QUALITY CERTIFICATION DOC 0K3486 STANDARD 2B WARRANTY 0K8347 ISO CERTIFICATE 9001 : 20

A0000083490 2019 EPA CERT KFPXL08.7TR3-006 A0000519420 2020 EPA CERT LFPXL08.7TR3-003 EMSNWRNTY003 EPA WARRANTY STATEMENT US

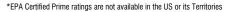
INDUSTRIAL DIESEL GENERATOR SET **EPA Certified Stationary Emergency**

Standby Power Rating 250 kW, 313 kVA, 60 Hz

Prime Power Rating* 225 kW, 281 kVA, 60 Hz







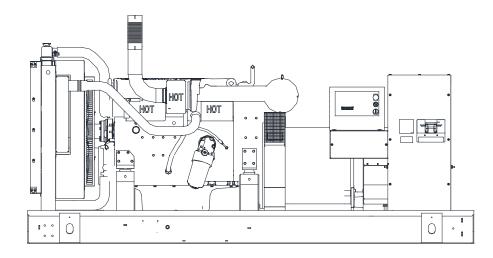


Image used for illustration purposes only

Codes and Standards

Generac products are designed to the following standards:





UL2200, UL508, UL142, UL489



CSA 22.2





BS5514 and DIN 6271



SAE J1349



NFPA 37, 70, 99, 110



NEC700, 701, 702, 708



ISO 3046, 7637, 8528, 9001



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

GENERAC INDUSTRIAL POWER

STANDARD FEATURES

ENGINE SYSTEM

- · Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil
- Radiator Duct Adapter (Open Set Only)
- Critical Exhaust Silencer (Enclosed Only)

Fuel System

- · Fuel Lockoff Solenoid
- · Primary Fuel Filter

Cooling System

- · Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- · Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze
- 120 VAC Coolant Heater

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- GENprotect[™]
- 12 Leads (3-Phase, Non 600V)
- · Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Permanent Magnet Excitation
- Sealed Bearings
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- · Amortisseur Winding
- Full Load Capacity Alternator
- · Protective Thermal Switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits High/Low Voltage
- Separation of Circuits Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Only)

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuation Enclosures)
- · Gasketed Doors
- · Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ Textured Polyester Powder Coat Paint

TANKS (If Selected)

- UL 142
- Double Wall
- Vents
- · Sloped Top
- Sloped Bottom
- Factory Pressure Tested (2 psi)
- Rupture Basin Alarm
- Fuel Level
- · Check Valve In Supply and Return Lines
- RhinoCoat™ Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Digital H Control Panel—Dual 4x20 Display

Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- 3-Phase Sensing Digital Voltage Regulator
- · 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors

- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus[®] Protocol
- Predictive Maintenance Algorithm
- · Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2 msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

Full System Status Display

- Power Output (kW)
- Power Factor
- · kW Hours, Total, and Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents

- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Overspeed
- Battery Voltage
- Alarms and Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms and Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

CONFIGURABLE OPTIONS

ENGINE SYSTEM

- Oil Make-Up System
- Oil Heater
- Industrial Exhaust Silencer (Open Set)

FUEL SYSTEM

- O Flexible Fuel Lines
- O Primary Fuel Filter

ELECTRICAL SYSTEM

- O 10A UL Battery Charger
- O 2.5A UL Battery Charger
- O Battery Warmer

ALTERNATOR SYSTEM

- O Alternator Upsizing
- O Anti-Condensation Heater
- Tropical Coating
- O Permanent Magnetic Excitation

CIRCUIT BREAKER OPTIONS

- O Main Line Circuit Breaker
- O 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- O Electronic Trip Breakers

GENERATOR SET

- O GenLink® Communications Software (English Only)
- O Extended Factory Testing
- O IBC Seismic Certification
- 12 Position Load Center

ENCLOSURE

- O Weather Protected Enclosure
- O Level 1 Sound Attenuation
- O Level 2 Sound Attenuation
- Level 2 Sound Attenuation with Motorized Damper
- O Steel Enclosure
- O Aluminum Enclosure
- O Up to 200 MPH Wind Load Rating*
- O AC/DC Enclosure Lighting Kit
- O Door Alarm Switch

CONTROL SYSTEM

GENERAC

O NFPA 110 Compliant 21-Light Remote Annunciator

INDUSTRIAL

- O Remote Relay Assembly (8 or 16)
- Oil Temperature Sender with Alarm
- O Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- O Remote Communication Modem
- O 10A Run Relay
- Ground Fault Indication and Protection Functions

TANKS (Size On Last Page)

- O Electric Fuel Level
- Mechanical Fuel Level
- O 8" Fill Extension
- O 13" Fill Extension
- O 19" Fill Extension

WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

ENGINEERED OPTIONS

ENGINE SYSTEM

- O Coolant Heater Ball Valves
- O Fluid Containment Pan
- O Block Heaters

CONTROL SYSTEM

- O Spare Inputs (x4) / Outputs (x4)
- O Battery Disconnect Switch

ALTERNATOR SYSTEM

O 3rd Breaker System

GENERATOR SET

Special Testing

ENCLOSURE

- O Door Switch for Intrusion Alarm
- O Enclosure Ambient Heaters

TANKS

- Overfill Protection Valve
- O UL2085 Tank
- O ULC S-601 Tank
- O Stainless Steel Tank
- O Special Fuel Tanks (MIDEQ and FL DEP/DERM, etc.)
- Vent Extensions

SD250 | 8.7L | 250 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

\cap			1
l-	er	161	ſΆΙ

Make	Iveco/FPT
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	6
Туре	In-Line
Displacement - cu. in (L)	530.91 (8.7)
Bore - in (mm)	4.61 (117)
Stroke - in (mm)	5.31 (135)
Compression Ratio	16.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head	4-Valve
Piston Type	Aluminum
Crankshaft Type	Dropped Forged Steel
Engine Governing	
Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.25%
Lubrication System	
Oil Pump Type	Gear
Oil Filter Type	Full Flow
Crankcase Capacity - gts (L)	29.57 (28)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Type	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed (rpm)	2,538
Fan Diameter - in (mm)	30.0 (762)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel #2
Fuel Specifications	ASTM
Fuel Filtering (microns)	5
Fuel Inject Pump	Electronic
Fuel Pump Type	Engine Driven Gear
Injector Type	Common Rail
Engine Type	Direct Injection
Fuel Supply Line - in (mm)	0.5 (12.7) NPT
Fuel Return Line - in (mm)	0.5 (12.7) NPT

Engine Electrical System

System Voltage	24 VDC
Battery Charger Alternator	Standard
Battery Size	See Battery Index 0161970SBY
Battery Voltage	(2) -12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	Generac 520 mm
Poles	4
Field Type	Revolving
Insulation Class - Rotor	Н
Insulation Class - Stator	Н
Total Harmonic Distortion	<5% (3-Phase)
Telephone Interference Factor (TIF)	< 50

Standard Excitation	Permanent Magnet Excitation
Bearings	Single Sealed Cartridge
Coupling	Direct Via Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SD250 | 8.7L | 250 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC* INDUSTRIAL POWER

OPERATING DATA

POWER RATINGS

	Standby		
Single-Phase 120/240 VAC @1.0pf	250 kW	Amps: 1,042	
Three-Phase 120/208 VAC @0.8pf	250 kW	Amps: 867	
Three-Phase 120/240 VAC @0.8pf	250 kW	Amps: 752	
Three-Phase 277/480 VAC @0.8pf	250 kW	Amps: 376	
Three-Phase 346/600 VAC @0.8pf	250 kW	Amps: 301	

STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip

277/480 VAC								208/	/240 VAC						
Alternator	kW	10%	15%	20%	25%	30%	35%	Alternator	kW	10%	15%	20%	25%	30%	35%
Standard	250	263	395	527	658	790	922	Standard	250	197	296	395	494	593	692
Upsize 1	300	303	454	605	757	908	1,059	Upsize 1	300	277	341	454	568	681	794
Upsize 2	350	383	575	767	958	1,150	1,342	Upsize 2	350	280	410	535	640	770	900

FUEL CONSUMPTION RATES*

Diesel - gal/hr (l/hr)

Fuel Pump Lift- ft (m)	Percent Load	Standby
3 (1)	25%	5.5 (20.8)
	50%	10.4 (39.4)
Total Fuel Pump Flow (Combustion + Return) - gal/hr (l/hr)	75%	14.8 (56.0)
26 (98)	100%	18.5 (70.0)

^{*} Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby	
Coolant Flow per Minute	gal/min (l/min)	63.3 (240)	
Coolant System Capacity	gal (I)	12.7 (49.2)	
Heat Rejection to Coolant	BTU/hr	682,058	
Inlet Air	cfm (m³/hr)	8,872 (251)	
Maximum Operating Ambient Temperature	°F (°C)	122 (50)	
Maximum Operating Ambient Temperature (Before Derate)	See Bulletin No. 0199280SSD		
Maximum Radiator Backpressure	in H ₂ O	0.5	

COMBUSTION AIR REQUIREMENTS

	Standby	
Flow at Rated Power cfm (m ³ /min)	720 (20.39)	

ENGINE			EXHAUST			
		Standby			Standby	
Rated Engine Speed	rpm	1,800	Exhaust Flow (Rated Output)	cfm (m³/min)	1,550 (43.9)	
Horsepower at Rated kW**	hp	389	Max. Allowable Backpressure	inHg (Kpa)	1.5 (5.1)	
Piston Speed	ft/min (m/min)	1,593 (486)	Exhaust Temp (Rated Output)	°F (°C)	1,000 (538)	
BMEP	psi	332				

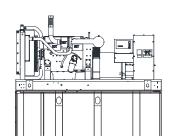
^{**} Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards. Standby - See Bulletin 0187500SSB

GENERAC INDUSTRIAL

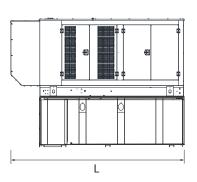
DIMENSIONS AND WEIGHTS*

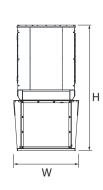




	H
 W	

Usable **Run Time** Capacity LxWxHin (mm) Weight lbs (kg) Hours Gal (L) No Tank 128 (3,250) x 53 (1,357) x 57 (1,460) 4,465 (2,025) 9 153 (579) 128 (3,250) x 53 (1,357) x 70 (1,790) 5,470 (2,481) 21 128 (3,250) x 53 (1,357) x 82 (2,095) 372 (1,407) 5,892 (2,673) 34 589 (2,227) 128 (3,250) x 53 (1,357) x 90 (2,400) 6,309 (2,862) 40 693 (2,623.3) 136 (3,454) x 53 (1,357) x 94 (2,400) 6,060 (2,749) 55 136 (3,455) x 53 (1,357) x 110 (2,806) 7,490 (3,397) 946 (3,581) 1,325 (5,015.7) 278 (7,055) x 53 (1,357) x 110 (2,806) 8,505 (3,858)

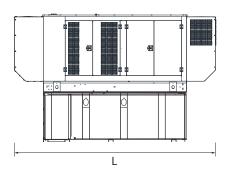


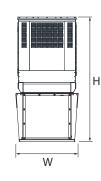


STANDARD ENCLOSURE

OPEN SET (Includes Exhaust Flex)

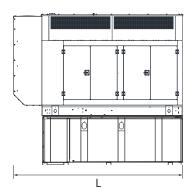
Run Time	Usable Capacity Gal (L)	L x W x H in (mm)		t lbs (kg) sure Only
Hours	Capacity Gai (L)			Aluminum
No Tank	-	154 (3,923) x 54 (1,371) x 69 (1,772.1)		
9	153 (579.2)	154 (3,923) x 54 (1,371) x 83 (2,102.1)		
21	372 (1,407)	154 (3,923) x 54 (1,371) x 95 (2,407.1)	0.44	474
34	589 (2,227)	154 (3,923) x 54 (1,371) x 107 (2,712.1)	941 (427)	474 (215)
40	693 (2,623.3)	154 (3,923) x 54 (1,371) x 107 (2,712.1)	(721)	(210)
55	946 (3,581)	154 (3,923) x 54 (1,371) x 123 (3,118.1)		
77	1,325 (5,015.7)	278 (7,055) x 54 (1,371) x 123 (3,118.1)		

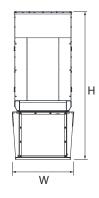




LEVEL 1 ACOUSTIC ENCLOSURE

Usable	L x W x H in (mm)	-	lbs (kg) ure Only	
Gapacity Gai (L)		Steel	Aluminum	
-	180 (4,569) x 54 (1,371) x 70 (1,772.1)			
153 (579.2)	180 (4,569) x 54 (1,371) x 83 (2,102.1)	4.040	606 (275)	
372 (1,407)	180 (4,569) x 54 (1,371) x 95 (2,407.1)			
589 (2,227)	180 (4,569) x 54 (1,371) x 107 (2,712.1)			
693 (2,623.3)	180 (4,569) x 54 (1,371) x 107 (2,712.1)	(303)		
946 (3,581)	180 (4,569) x 54 (1,371) x 123 (3,118.1)			
1,325 (5,015.7)	278 (7,055) x 54 (1,371) x 123 (3,118.1)			
	- 153 (579.2) 372 (1,407) 589 (2,227) 693 (2,623.3) 946 (3,581)	Capacity Gal (L) - 180 (4,569) x 54 (1,371) x 70 (1,772.1) 153 (579.2) 180 (4,569) x 54 (1,371) x 83 (2,102.1) 372 (1,407) 180 (4,569) x 54 (1,371) x 95 (2,407.1) 589 (2,227) 180 (4,569) x 54 (1,371) x 107 (2,712.1) 693 (2,623.3) 180 (4,569) x 54 (1,371) x 107 (2,712.1)	Usable Capacity Gal (L) L x W x H in (mm) Enclose Steel - 180 (4,569) x 54 (1,371) x 70 (1,772.1) Teles 153 (579.2) 180 (4,569) x 54 (1,371) x 83 (2,102.1) 372 (1,407) 180 (4,569) x 54 (1,371) x 95 (2,407.1) 1,246 589 (2,227) 180 (4,569) x 54 (1,371) x 107 (2,712.1) 693 (2,623.3) 180 (4,569) x 54 (1,371) x 107 (2,712.1) (565) 946 (3,581) 180 (4,569) x 54 (1,371) x 123 (3,118.1)	





LEVEL 2 ACOUSTIC ENCLOSURE

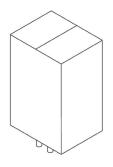
Run Time	Usable	L x W x H in (mm)	_	lbs (kg) ure Only
Hours	Capacity Gal (L)		Steel	Aluminum
No Tank	-	155 (3,923) x 54 (1,371) x 93 (2,370.4)		
9	153 (579.2)	155 (3,923) x 54 (1,371) x 106 (2,700.4)	4 400	708 (321)
21	372 (1,407)	155 (3,923) x 54 (1,371) x 118 (3,005.4)		
34	589 (2,227)	155 (3,923) x 54 (1,371) x 130 (3,310.4)	1,482 (672)	
40	693 (2,623.3)	155 (3,923) x 54 (1,371) x 130 (3,310.4)	(012)	(021)
55	946 (3,581)	155 (3,923) x 54 (1,371) x 146 (3,716.4)		
77	1,325 (5,015.7)	278 (7,055) x 54 (1,371) x 146 (3,716.4)		

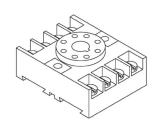
^{*} All measurements are approximate and for estimation purposes only.

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.



ENGINE RUN RELAY

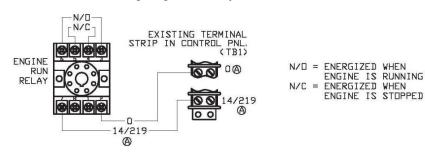




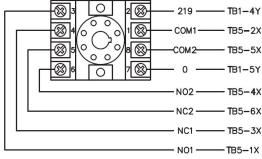
- For use with Generac's Digital Control Platforms
- 10 Amp Contact Rating
- 12 or 24 Volt DC Input
- Contact Open or Closure on Engine Run

Contacts	
Туре	DPDT
Material	Silver
Rating	UL 10A @ 240VAC 10A @ 30VDC
Coils	
Input Voltage	24VDC
Resistance	400 Ohms
Nominal Power	1.5W

Wiring Diagram with E panel, H-100 Panel

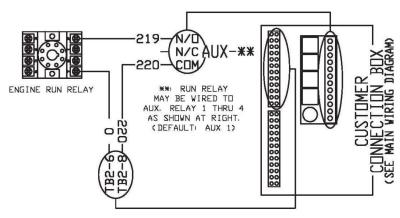


Wiring Diagram with Power Zone Pro Sync

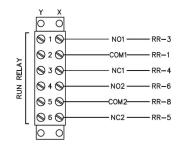




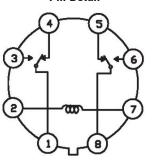
Wiring Diagram with PMDCP



TB5



Pin Detail



1 OF 2



H-100 CONTROL PANEL



The Quiet-Test™ H-100 Control Panel is a digital microprocessor electronic controller that integrates all engine and transfer switch functions into a single control system.

- Digital Controls for All Saftey Shutdowns
- Isochronous Governor Control
- · Digital 3 Phase Sensing Voltage Regulator
- · Sealed Digital Circuit Board
- Mates with HTS Transfer Switch and Any 2-wire Start ATS
- Alarm and Event Logging
- · Built-in Diagnostics
- Internal PLC

Features

- Two 4-line x 20 Displays
- Full System Status
- · 3 Phase Sensing Digital Voltage Regulator
- Remote Ports
 - RS232
 - RS485
 - CANbus
- Waterproof Connections
- Built -in PLC
- Full Range Standby Operation
- Full System Status
 - 3 Phase AC Volts
 - 3 Phase Amps
 - kW
 - Power Factor
 - Reactive Power
 - Oil Pressure
 - Water Temperature
 - Water Level
 - Oil Temperature (Optional)
 - Fuel Pressure
 - Engine Speed
 - Battery Voltage
 - Alternator Frequency
 - Time
 - Date
 - Transfer Switch Status
 - Run Hours
 - Service Reminders
 - Trending
 - Fault History (Alarm Log)
 - I2T Function for Full Generator Protection

- Shutdowns
 - Overvoltage
 - Overspeed
 - Low Oil Pressure
 - High Coolant Temperature
 - Low Coolant Level
- Remote Communications
- · Configurable to NFPA 110, Level 1 or 2
- Programmable Auto Crank
- Emergency Stop
- On/Off/Manual Switch
- Not in Auto Flashing Light
- Audible Alarm for Fault Condition
- Transfer Switch Logic Communicates with HTS Transfer Switch
- Selectable Low Speed Exercise
- Temperature Range: -40° to +70°C

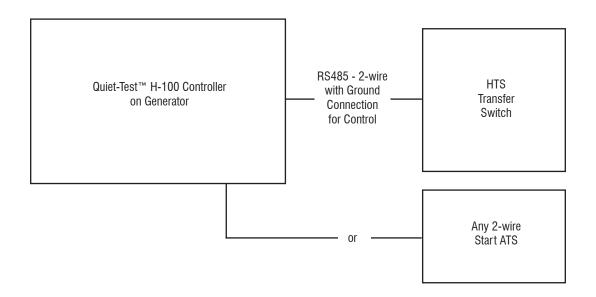
The generator set parameters can be manipulated and monitored without standing in front of the control panel with GenLink® software. The Generac H-100 control panel also monitors and controls transfer switch functions when used with the HTS transfer switch.

- · Monitors Utility Voltage
- Monitors Generator Voltage
- Timer for Line Interrupt Delay
- Timer for Engine Warmup
- Timer for Minimum Engine Run Time
- Timer for Return to Utility Position
- · Timer for Engine Cooldown
- Built-in Exerciser Timer (7 Day)
- Additional 2-wire Start Controls for Any 2-wire Transfer Switch



H-100 CONTROL PANEL

Typical Control Connection





21 LIGHT REMOTE ANNUNCIATOR AND REMOTE RELAY PANEL

Model 0054650 Gray Remote Annunciator Panel without Relays
Model 0054660 Gray Remote Relay Panel without LEDs and Keypad (Relays Only)
Model 0054640 Gray Remote Annunciator Panel with 8 Relays
Model 0056370 Tan Flush Mount Enclosure without Annunciator
Model 0066950 Gray Flush Mount Enclosure without Annunciator



Description:

The Remote Annunciator Panel provides remote monitoring and annunciation of up to 18 generator parameters using LEDs located on the annunciator keypad. It also provides two system level warnings which are System Ready and Communications OK.

The Relay Panel has up to 8 selectable functions on form A relays; multiple relay panels can be connected for all 18 generator parameters.

The specific faults can be selected using either the DIP switches located on the annunciator circuit board or through a computer via the RS232 connection on the circuit board. All relays are energized on power up and open during a fault condition.

Communication is via a RS485 serial data link and power is supplied by the generator battery (\pm 12 VDC or \pm 24 VDC).

The Remote Annunciator Panel complies with NFPA 99 and NFPA 110.

Environmental Specifications:

Operating Temperature	-25 °C to 60 °C
Humidity	
Power Usage	6 WattsTypical
Communication Line	RS485 Fully Isolated Twisted Pair Cable with Shield
Maximum Cable Length	4,000 ft
Relay Output	One NO Contact (Energized when Annunciator is Powered and No Faults are Present)
	30 VDC, 1 Å
	NEMA 1
Alarm Horn (Remote Annunciator Panels Only)	



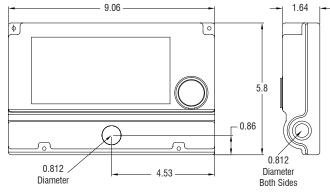
21 LIGHT REMOTE ANNUNCIATOR AND REMOTE RELAY PANEL

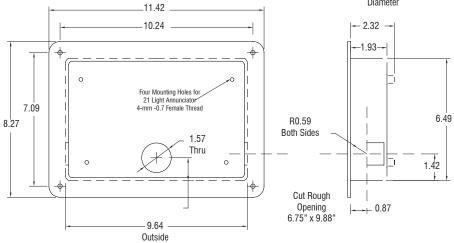
Function	Color	Alarm	Latched
Pre-Low Oil Pressure	Yellow	Yes	Yes
Pre-High Water Temperature	Yellow	Yes	Yes
Pre-Low Water Temperature	Yellow	Yes	Yes
Pre-Low Fuel	Yellow	Yes	Yes
Battery Charge AC Fail	Yellow	Yes	No
Low Battery Voltage	Yellow	Yes	No
High Battery Voltage	Yellow	No	No
Not in Auto	Red	Yes	No
RPM Sensor Loss	Red	Yes	Yes
Overcrank	Red	Yes	Yes
Overspeed	Red	Yes	Yes
Low Oil Pressure	Red	Yes	Yes
High Water Temperature	Red	Yes	Yes
Low Water Level	Red	Yes	Yes
Emergency Stop	Red	Yes	No
Gen Running	Yellow	No	No
Gen Power (ATS)	Yellow	No	No
Line Power (ATS)	Green	No	No
Systems Ready	Green	Yes	No
Communications OK	Green	Yes	No
Spare	Green	No	No

Spare Keypad Switch can be used to implement a remote start function (Model 0054640 only).

Surface Mount Annunciator

The 21 Light Annunciator can mount to a flat surface with connections through the 0.812 inch diameter knockout on the back surface or through 0.812 inch diameter knockouts on sides as shown.





Flush Mount Annunciator

This Flush Mount Box is recessed into the wall opening and the surface mount annunciator mounts to the (4) 4 mm screw holes on the back surface. After wire connections are made the front annunciator cover is attached.

Dimensions are in inches.



ALTERNATOR DATA SHEET K0250124Y21

General Characteristics

Voltages (V)	208/240 and 480	Number of Leads 12	
Frequency (Hz)	60	Winding Type	Reconnectable
Phases	3	Air Flow (cfm)	1500
Speed (rpm)	1800	Total Harmonic Distortion (%) <5	
Excitation System	PMG	Largest Single Harmonic Value (%) <3.5	
Insulation Class	Н	Telephone Interference Factor (TIF)	<50
Winding Pitch	2/3	Reference Part Number	0L3718E01R

Ratings at 0.8 pf based on 40°C Ambient

Voltago (V)	80°C	Rise	105°C Rise		120°C Rise		150°C Rise	
Voltage (V)	kW	kVA	kW	kVA	kW	kVA	kW	kVA
208/240	191	239	229	286	250	312	270	337
480	191	239	229	286	250	312	270	337

Base Data at 480V, 312 kVA, 1800 RPM, 60 Hz, 3 Phase

Description	Value
Stator Resistance, Line to Line, High Wye Connection (Ω)	0.0095
Rotor Resistance (Ω)	1.250
Exciter Stator Resistance - PMG (Ω)	7.590
Exciter Rotor Resistance - PMG (Ω)	0.3300
Excitation Winding Resistance - PMG (Ω)	1.1288
Xd, Direct Axis Synchronous Reactance (p.u.)	3.30
X2, Negative Sequence Reactance (p.u.)	0.22
X0, Zero Sequence Reactance (p.u.)	0.08
X'd, Direct Axis Transient Reactance (p.u.)	0.17
X"d, Direct Axis Subtransient Reactance (p.u.)	0.15
Xq, Quadrature Axis Synchronous Reactance (p.u.)	1.58
T'd, Direct Axis Transient Short Circuit Time Constant (s)	0.107

Description	Value
T"d, Direct Axis Subtransient Short Circuit Time Constant (s)	0.016
T'do, Direct Axis Transient Open Circuit Time Constant (s)	2.510
Ta, Short Circuit Time Constant of Armature Winding (s)	0.034
Phase Sequence CCW-NDE	T1, T2, T3
Voltage Balance, L-L or L-N (%)	2.5
Deviation Factor (%)	< 7
High Wye Connection, Sustained 3 Phase Short Circuit Current (%) - PMG only	300
X/R	13
Short Circuit Ratio	0.52
Heat Rejection (BTU/hr) - 100% Rated Load, 480V, 0.8pf, 120°C Temp. Rise	96,893

Reference: Mil-STD-705B All Ratings are Nominal



ALTERNATOR DATA SHEET K0250124Y21

sKVA

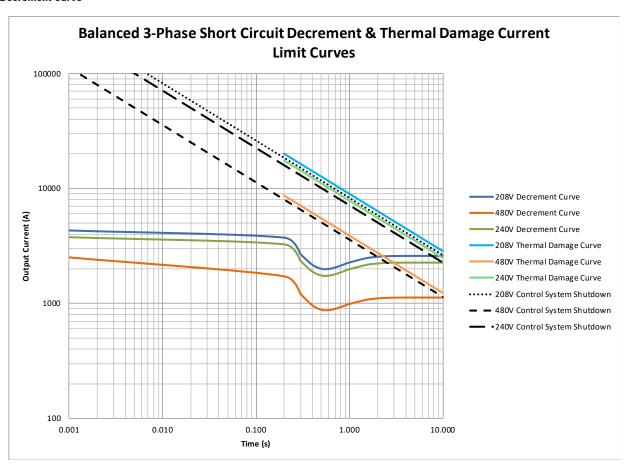
	10%	15%	20%	25%	30%	35%
480 V @ 0.3PF	160	240	343	453	597	741
480 V @ 0.6PF	187	280	394	512	630	748
208/240 V @ 0.3PF	122	182	257	341	449	557
208/240 V @ 0.6PF	140	210	296	390	506	612

Efficiencies

	480 V @ 0.8 PF	480 V @ 1.0 PF	208/240 V @ 0.8PF	208/240 V @ 1.0 PF
20% Rated Power*	80.9	81.9	83.6	84.4
40% Rated Power*	86.8	88.3	88.2	89.5
60% Rated Power*	89.3	91.4	89.8	91.7
80% Rated Power*	89.9	92.5	89.9	92.2
100% Rated Power*	89.8	92.9	89.4	92.1

^{*}Rated Power value is rating kW at 120°C Winding Temp Rise and 0.8pf

LOG LOG Decrement Curve





GENprotect ™ Seamless Protection for Industrial Power Generators

GENprotect Operation

The design choice of an onsite power system using a Generac Industrial Power Generator assures your emergency power source is protected from unexpected power distribution faults. Typically, a generator will include some type of over-current device, such as a circuit breaker, or be protected by inherent design with the controller protecting the alternator through a protection algorithm. Generac's GENprotect generator protection system monitors the system current output and protects the alternator with extended security against fault scenarios that could occur within the site's downstream distribution system.

It is a common misconception that the alternator's main circuit breaker protects the alternator from a short circuit event. The main output breaker protects the cabling and provides a convenient disconnect. The characteristic trip curve for the industry standard thermal magnetic breaker (MCCB, molded case thermal magnetic or solid state) does not coordinate with the thermal damage limitation for an on-site generator. If circuit breakers are used for generator protection, a solid-state circuit breaker with full adjustments (Long Time, Short Time and Instantaneous, LSI) is required to coordinate the breaker protection curve within the generator thermal damage curve. Historically, this limitation was often accepted in system design since failures of the main generator feeder are extremely rare. Most short circuit events happen at a branch circuit, equipment level, where the fault is easily cleared by the smaller down stream breakers.

Given the mission critical nature of today's back-up power applications, it is more desirable to protect the system against even relatively rare failure modes. As generator controllers have become more powerful it is feasible for manufactures to supply coordinated short circuit protection integral to the generator control system, negating the need for a main-line circuit breaker.

Generac's GENprotect alternator protection algorithm monitors the generator output. If this monitoring senses short circuit current in excess of rated amps, GENprotect steps in to provide a controlled and safe approach to breaker coordination and alternator protection. GENprotect first limits the alternator short circuit current level to 300%. By limiting the available fault current, GENprotect extends the time the alternator can maintain fault current resulting in consistent breaker coordination. Without this functionality a

line to neutral fault may be at 800% of rated current and need to be cleared within 1.4 seconds. The second function GENprotect performs is I2T thermal protection for the alternator. Since a short circuit event can heat the alternator so rapidly, it is not possible to protect the alternator by monitoring temperature. Instead GENprotect calculates the heat energy of the fault current. When this energy reaches the limits of NEMA MG1, GENprotect trips the generator off-line. This configuration ensures the alternator is protected and the power system is ensured 10 seconds of 300% fault current for breaker coordination.

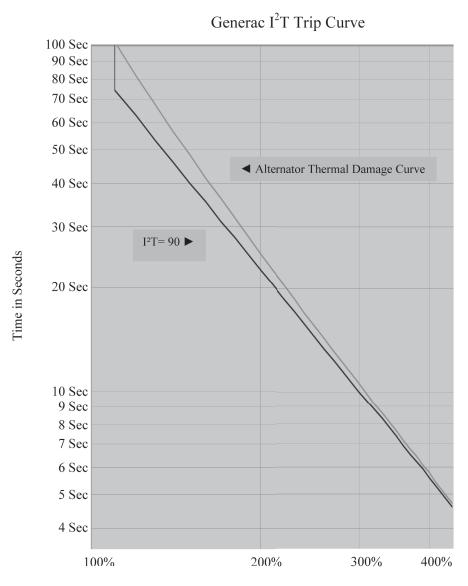
DESCRIPTION

- · GENprotect is an alternator protection algorithm approved by UL.
- · Protects alternator from damage due to shorts and electrical faults.
- · Provides breaker coordination and alternator protection.
- Allows for use of multiple circuit breaker choices, including "no" breaker.





GENprotect ™ **Seamless Protection for Industrial Power Generators**



Current in Multiplier of Genset Rating

The above Figure shows the Generac GENprotect thermal protection curve for use in protection and coordination studies. The alternator Thermal Damage Curve is shown just to the right of the GENprotect protection curve. If the alternator load is greater than the thermal damage protection curve for the alternator, the generator set will trip off-line. For example, an overload current of 110% for 75 seconds causes an overload alarm and will trip the generator off-line, shutting down the engine. GENprotect will provide generator protection over a full range of time and current, from instantaneous faults to overloads lasting several minutes. An advantage of GENprotect over a MCCB is that GENprotect allows for downstream breakers to clear faults without tripping the generator off-line, providing selective coordination with the first level of downstream breakers.



INDUSTRIAL GENSET - BATTERY INDEX

• Warranty by Exide Corp. • Exide e-mail: tbgna@exide.com • 800-782-7848 National Hot line

INDUSTRIAL SPAR	K-IGNITED G	ENSETS -	AVAILABLE B	ATTERIES	GENERAC	PART #		
Engine	System Voltage	Battery Quantity	058208 (Group 24F)	077483 (Group 26)	058665 (Group 27F)	061119 (Group 31)	061104 (Group 8D)	BT0015A02 (Group 8D)
G2.4	12	1		Χ				
G4.5	12	1			Χ	Χ		
G9.0	12	1			X	Χ		
G14.2	24	2					Χ	
G21.9	24	2					X	
G25.8	24	2					Х	
G33.9	24	4					X	
G49.0	24	4					Х	Х

NDUSTRIAL DIESEL	. GENSETS - AVAILABLE BATTERIES			GENER		
Engine	System Voltage	Battery Quantity	058665 (Group 27F)	061119 (Group 31)	061104/BT0015A00 (Group 8D)	BT0015A02 (Group 8D)
D2.2 Perkins	12	1	Χ	Χ		
D2.4 Generac	12	1	Χ	Χ		
D3.4 Generac	12	1	Χ	Χ		
D4.5 FPT	12	1		Χ		
D6.7 FPT 100, 130kW	12	1 or 2 [†]		Χ		
D6.7 FPT 150, 175kW	12	2 [†]		Χ		
D8.7 FPT	24	2		Χ		
D10.3 FPT	24	2		Χ	Х	
D12.9 FPT	24	2		Χ	Χ	
D12.5 Perkins	24	2			Χ	
D15.2 Perkins	24	2			Χ	
D16.0 Volvo	24	2		Χ	Χ	
D18.1 Perkins	24	2			Х	
D33.9 MHI	24	2			Χ	Χ
D37.1 MHI	24	4			Χ	Χ
D49.0 MHI	24	4			Χ	X
D65.4 MHI	24	4			Χ	Χ

	DIMENSIONS (in) NOMINAL							
Part Number	Group Number*	Nominal CCA @ 0° F	L	W	Н			
058208	24F	525	6.75	10.63	9.00			
077483	26	525	6.75	8.25	7.75			
058665	27F	700	6.75	12.50	9.00			
061119	31	925	6.75	13.00	9.40			
061104/ BT0015A00	8D	1,155	11.00	20.80	10.00			
BT0015A02	8D	1,300	11.00	20.80	10.00			

All batteries are 12V, 6 cell construction, lead calcium type. For 24V systems, batteries are wired in series.

X Battery available with electrolyte and installed in genset.

1 0F 1

[†] Single or dual-paralleled battery options are available on 100 and 130kW. Single-battery option not available on 150 and 175kW.

^{*} BCI Group Size reference.

RhinoCoat™









Generac's RhinoCoat™ finish system provides superior durability as a standard for all Generac Industrial enclosures, tanks and frames.*

Testing Standards

Generac's RhinoCoat™ finished surfaces are subjected to numerous tests. These include:

ASTM D - 1186 - 87	2.5+ MIL Paint Thickness
ASTM D - 3363 - 92a	
ASTM D 522 - B	
ASTM D 3359 - B	
ASTM B117 D 1654	Resistant to Salt Water Corrosion
ASTM D1735 D 1654	Resistant to Humidity
ASTM 2794 93 (2004)	Exceptional Impact Resistance
SAEJ1690 - UV Specifications	UV Protection

In addition to the testing standards above, Generac adds the following test requirements more specific to generator applications:

- · Resistant to Typical Oils
- Resistant to Typical Fuels
- Resistant to Typical Antifreeze
- Resistant to Distilled Water

Primary Codes and Standards





^{*}RhinoCoat™ powder coat paint is durable and corrosion resistant however it is not a rust preventative. Generac pretreats all powder coated parts to assist with resistance to corrosion.



EATON CIRCUIT BREAKER DATA Standard (80% Rated) Thermal-Magnetic

AMPS	VOLTS	ACCESSORIES	EATON PART NUMBER	SERIES	FRAME	GENERAC PART NUMBER	
15			No Accessories	FG3015			0H9294TA00
10		Shunt Trip and Aux. Contacts	FG3015A12S03			0H9294TAB0	
20	-	No Accessories	FG3020			0H9295TA00	
20		Shunt Trip and Aux. Contacts	FG3020A12S03			0H9295TAB0	
25		No Accessories	FG3025			0J0248TA00	
20		Shunt Trip and Aux. Contacts	FG3025A12S03			0J0248TAB0	
30		No Accessories	FG3030			0H9296TA00	
30		Shunt Trip and Aux. Contacts	FG3030A12S03			0H9296TAB0	
25		No Accessories	FG3035			0H9297TA00	
35		Shunt Trip and Aux. Contacts	FG3035A12S03			0H9297TAB0	
40		No Accessories	FG3040			0H9298TA00	
40		Shunt Trip and Aux. Contacts	FG3040A12S03			0H9298TAB0	
4E		No Accessories	FG3045			0H9299TA00	
45		Shunt Trip and Aux. Contacts	FG3045A12S03			0H9299TAB0	
F0		No Accessories	FG3050			0H9300TA00	
50		Shunt Trip and Aux. Contacts	FG3050A12S03			0H9300TAB0	
60		No Accessories	FG3060			0H9301TA00	
60		Shunt Trip and Aux. Contacts	FG3060A12S03		F Frama	0H9301TAB0	
70		No Accessories	FG3070		F-Frame	0H9302TA00	
70	600	Shunt Trip and Aux. Contacts	FG3070A12S03			0H9302TAB0	
00		No Accessories	FG3080	C		0J0841TA00	
80		Shunt Trip and Aux. Contacts	FG3080A12S03			0J0841TAB0	
00		No Accessories	FG3090			0J0837TA00	
90		Shunt Trip and Aux. Contacts	FG3090A12S03			0J0837TAB0	
100		No Accessories	FG30100			0H9314TA00	
100	-	Shunt Trip and Aux. Contacts	FG3100A12S03			0H9314TAB0	
405		No Accessories	FG30125			0J0231TA00	
125	-	Shunt Trip and Aux. Contacts	FG3125A12S03			0J0231TAB0	
150		No Accessories	FG30150			0H9315TA00	
150		Shunt Trip and Aux. Contacts	FG3150A12S03			0H9315TAB0	
475		No Accessories	FG30175			0H9316TA00	
175		Shunt Trip and Aux. Contacts	FG3175A12S03			0H9316TAB0	
000	-	No Accessories	FG30200			0J0232TA00	
200		Shunt Trip and Aux. Contacts	FG3200A12S03			0J0232TAB0	
005	-	No Accessories	FG3225	-		0H9317TA00	
225		Shunt Trip and Aux. Contacts	d Aux. Contacts FG3225A12S03			0H9317TAB0	
050	-	No Accessories	JG3250		I.E.	0H9318TA00	
250	-	Shunt Trip and Aux. Contacts	JG3250A12S43		J-Frame	0H9318TAB0	
000		No Accessories	KG3300		1, 5	0H9319TA00	
300		Shunt Trip and Aux. Contacts	KG3300A12S43	K-Frame		0H9319TAB0	



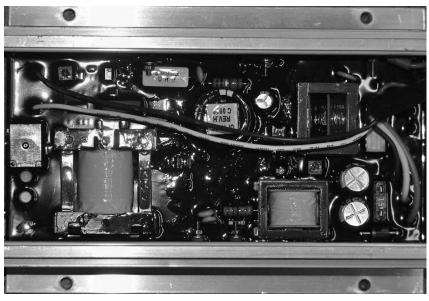
EATON CIRCUIT BREAKER DATA Standard (80% Rated) Thermal-Magnetic

AMPS	VOLTS	ACCESSORIES	EATON PART NUMBER	SERIES	FRAME	GENERAC PART NUMBER
350		No Accessories	KG3350			0H9320TA00
330		Shunt Trip and Aux. Contacts	KG3350A12S43		K-Frame	0H9320TAB0
400		No Accessories	KG3400		N-FIAIIIE	0H9321TA00
400		Shunt Trip and Aux. Contacts	KG3400A12S43			0H9321TAB0
450		No Accessories	LG3450			0H9322TA00
400		Shunt Trip and Aux. Contacts	LG3450A12S03			0H9322TAB0
500		No Accessories	LG3500		L-Frame	0H9323TA00
500		Shunt Trip and Aux. Contacts	LG3500A12S03			0H9323TAB0
600		No Accessories	LG3600			0H9324TA00
000		Shunt Trip and Aux. Contacts	LG3600A12S03	C		0H9324TAB0
700		No Accessories	MDL3700		M-Frame	0H9325TA00
700		Shunt Trip and Aux. Contacts	MDL3700A06S02			0H9325TAB0
800		No Accessories	MDL3800		IVI-FIAITIE	0H9326TA00
000	600	Shunt Trip and Aux. Contacts	MDL3800A06S02			0H9326TAB0
900*	000	No Accessories	NG3900		N-Frame	0H9327TA00
900"		Shunt Trip and Aux. Contacts	NG3900A12S03			0H9327TAB0
1,000*		No Accessories	NG31000			0H9328TA00
1,000"		Shunt Trip and Aux. Contacts	NG31000A12S03			0H9328TAB0
1 000*		No Accessories	NG31200			0H9329TA00
1,200*		Shunt Trip and Aux. Contacts	NG31200A12S03			0H9329TAB0
1 400*		No Accessories	RGH316033MY22			0H9360EAN0
1,400*		Shunt Trip and Aux. Contacts	RGH316033MA12S21Y22			0H9360EANB
1 600*		No Accessories	RGH316033MY22			0H9361EAN0
1,600*		Shunt Trip and Aux. Contacts	RGH316033MA12S21Y22	G	RG-Frame	0H9361EANB
2,000*		No Accessories	RGH320033M	_ G	nu-riaille	0H9367EAN0
۷,000		Shunt Trip and Aux. Contacts	RGH320033MA12S21			0H9367EANB
2 500*		No Accessories	RGH325033M			0H9368EAN0
2,500*		Shunt Trip and Aux. Contacts	RGH325033MA12S21			0H9368EANB

^{*}LS-type electronic trip breaker equipped with RMS 310+ trip unit.



BATTERY CHARGER 2.5 amp and 10 amp



Battery charger shown from inside of control panel enclosure. Connections are made via an attached harness.

The Generac 2.5 amp 12 volt and 10 amp 12/24 volt battery chargers are designed to work with Generac Industrial Controls to provide the ultimate in automatic battery voltage maintenance.

The 2.5 amp charger is self-regulating and produces instantaneous output current adjustments to keep the battery charged to an optimum level. Battery voltage is read on the control panel digital display.

The 10 amp charger has automatic float and equalize control. It precisely monitors the battery's voltage and automatically activates the correct charging mode. The charge rate is limited and controlled to efficiently and safely maintain ideal battery levels under varying conditions.

The equalize system uses a control circuit to limit charging current to 10 amps. When battery voltage drops below a preset level, charging current increases to 5 amps and then to the 10 amp charge rate if needed. When the battery reaches maximum charge, the charger switches to float mode to supply just enough current to maintain the battery at or above 13/26 volts. Battery voltage and charging current are read at the control panel digital display.

Specifications	2.5A	10A
Nominal Input	120 VAC	120 VAC
Operating AC Line Voltage Range	108 to 132 VAC	108 to 132 VAC
Input AC Line Frequency	50/60 Hz	50/60 Hz
Battery Fuse	N/A	15 A
Nominal Charge Rate	2.5 A	10 A
Equalize Voltage	N/A	13.8/27.6 V
Float Voltage	13.4 V	13.0/26.0 V
Current @ Equalize to Float Transition	N/A	5 A
Battery Under-voltage shutdown	N/A	11/22 V
LED Indicators	No	Yes
AC Line Voltage	N/A	Green LED
Battery Connected and Charging	N/A	Yellow LED
Battery Current Drain	30 mA	30 mA
AC Line Connection	Connector Plug	Connector Plug
Battery Connection	Connector Plug	Connector Plug
Control Connection		AC Power Fail Form Relay Form C 2 A Rating
CUL Recognized	Yes	Yes
NFPA 110 Compliant	No	Yes
AGM Compatible	No	Yes
UL1236	No	Yes
CSA 22.2 No. 107	No	Yes





EATON CIRCUIT BREAKER DATA LUG INFORMATION

Eaton Series C Circuit Breaker Lugs

			Standard Lug		
Amps	Series	Frame	Eaton Part #	Wire (QTY) Size	
15-70	С	G	-	(1) #10-1/0	
15-100	С	F	3T100FB	(1) #14-1/0	
125-200	С	F	3TA225FD	(1) #4-4/0	
225	С	F	3TA225FDK	(1) #6-300MCM	
250	С	J	TA250KB	(1) #4-350MCM	
300	С	K	TA350K	(1) 250-500MCM	
350-400	С	K	3TA400K	(2) 3/0-250MCM	
450-500	С	L	TA602LD	(2) 3/0-350MCM	
600	С	L	3TA603LDK	(2) 400-500MCM	
700-800	С	M	TA800MA2	(3) 3/0-400MCM	
900-1,000	С	N	T1200NB3	(4) 3/0-400MCM	
1,200	С	N	TA1201NB1	(3) 500-750MCM	

Eaton Series G Circuit Breaker Lugs

			Standard Lug		
Amps	Series	Frame	Eaton Part #	Wire (Qty) Size	
50-250	G	JG	TA250FJ (1) #8-350MCN		
300-600	G	LG	3TA632LK (2) #2-500M0		
900-1,200	G	NG	TA1201NB1 (3) 500-750MC		
1,400-1,600	G	RG	T1600RD (4) 1-600MCM		
2,000	G	RG	Lugs Not Included		
2,500	G	RG	Lugs Not Included		

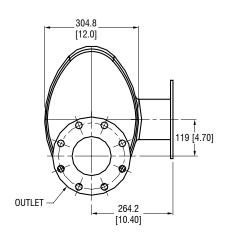
1 0F 1

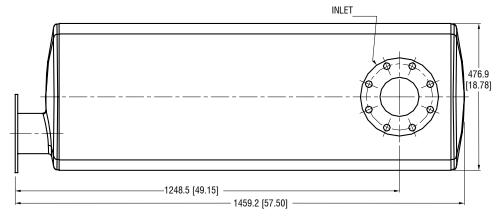


CRITICAL GRADE SILENCER

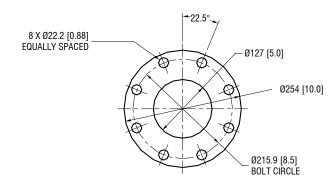
SPECIFICATIONS

- 5" INLET/OUTLET
- MATERIAL: ALUMINIZED STEEL
- FINISH: HIGH-TEMP FLAT BLACK PAINT
- SOUND ATTENUATION: 31-35 dBA
- APPROXIMATE WEIGHT: 90 LBS.





FLANGE DETAIL - INLET AND OUTLET



DIMENSIONS: mm [INCHES]



COOLANT HEATER OPTION 2000 WATT, 240VAC

SPECIFICATIONS:

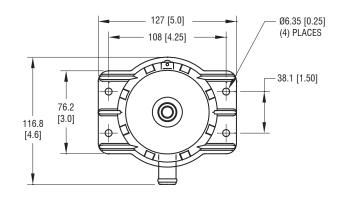
VOLTAGE: 240VAC **HEAT POWER: 2000W**

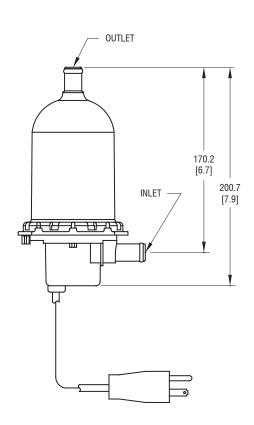
FIXED THERMOSTAT: 80°-100°F **HEATING ELEMENT: INCOLOY 800** MAXIMUM PRESSURE: 90 PSI (620 kPa)

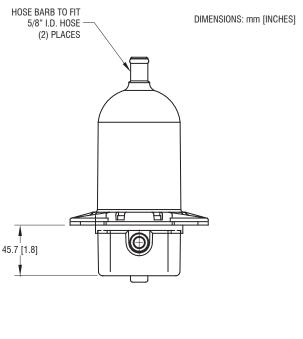
PLUG NEMA STD: 6-15P





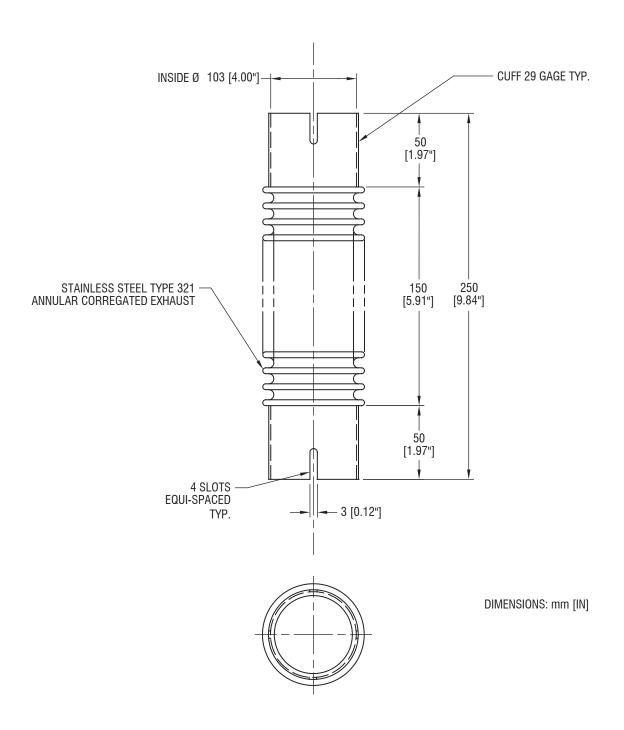






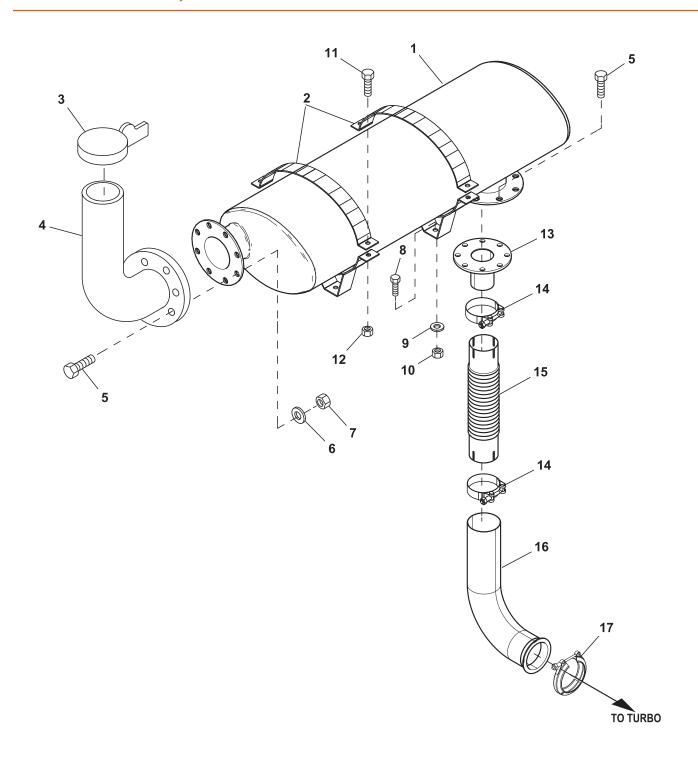


EXHAUST FLEX, 4"





EXHAUST SYSTEMS EXPLODED VIEW 8.7L & 10.3L FPT, 200-300KW







EXHAUST SYSTEMS EXPLODED VIEW 8.7L & 10.3L FPT, 200-300KW

ITEM	PART #	QTY.	DESCRIPTION
1	065803	1	CRIT MUFFLER 5 FLANG
2	065804	2	MOUNTING BAND-MUFFLER
3	0H6667	1	CAP RAIN 6"
4	064998	1	EXH OUT EXTENSION
5	023169	16	SCREW HHC 3/4-10 X 2 G5
6	023171	16	WASHER LOCK 3/4
7	023170	16	NUT HEX 3/4-10 STEEL
8	049814	4	SCREW HHC M10-1.5 X 20 G8.8
9	022131	4	WASHER FLAT 3/8-M10 ZINC
10	052859	4	NUT LOCK FL MM10-1.50
11	0A1663	4	SCREW HHC 3/8-16 X 3"
12	022241	4	NUT HEX 3/8-16 STEEL
13	0H5126	1	ASSY EXHAUST FLANGE D8.7 G17
14	0C3433C	2	CLAMP BAND 4.0"
15	0A5215D	1	FLEX PIPE 4"
16	0H5099	1	EXH EL ASSY OPEN SET 8.7L G17
	0H6672	1	EXH EL ASSY OPEN SET 10.3L G17
17	0H33380350	REF	CLAMP, V-BAND TURBO
	(2) 0H5971	REF	PIPE CLIP

NOTES (UNLESS OTHERWISE SPECIFIED)

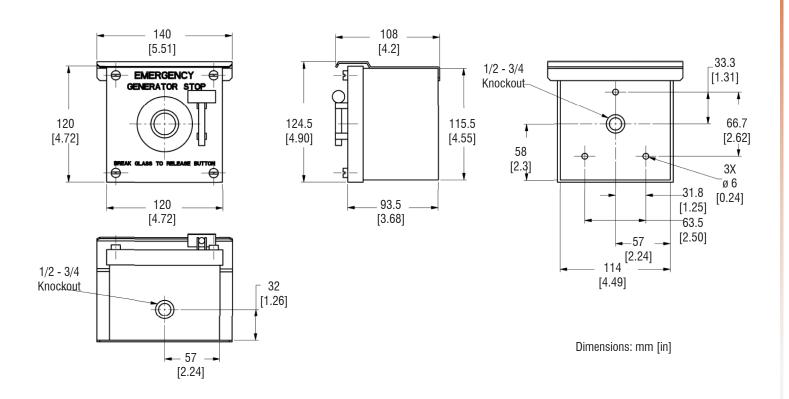
- (1) SUPPLIED WITH 8.7L ENGINE
- (1) SUPPLIED IN KIT 0H5009E



1 OF 2



REMOTE EMERGENCY STOP SWITCH Break Glass, H-Panel



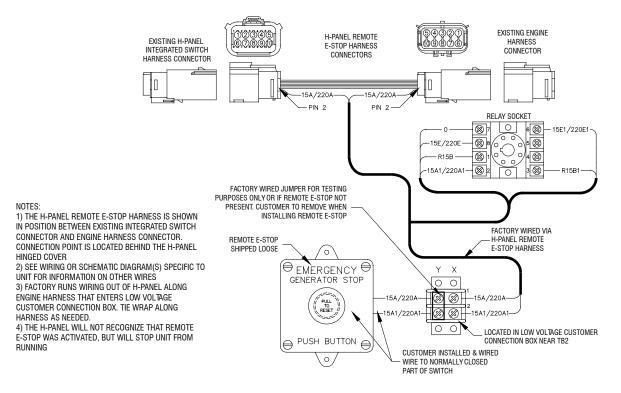
Specifications

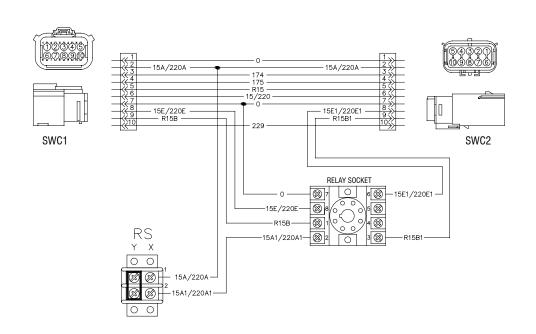
Generac Part Number: 061129D Surface Mount, NEMA 3R 2 Replacement Glasses Painted Steel Enclosure Contact Rating: 10A at 120V

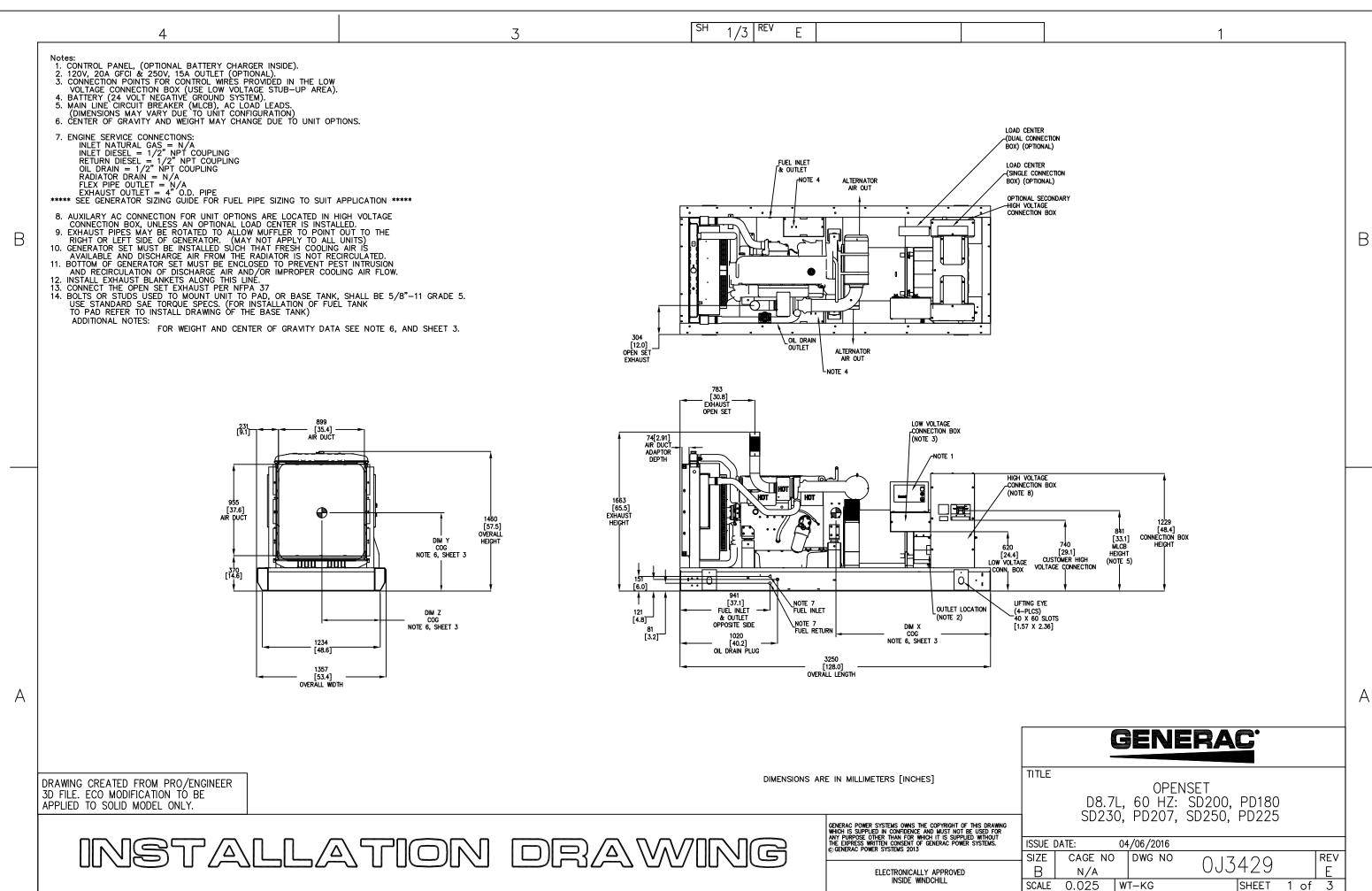


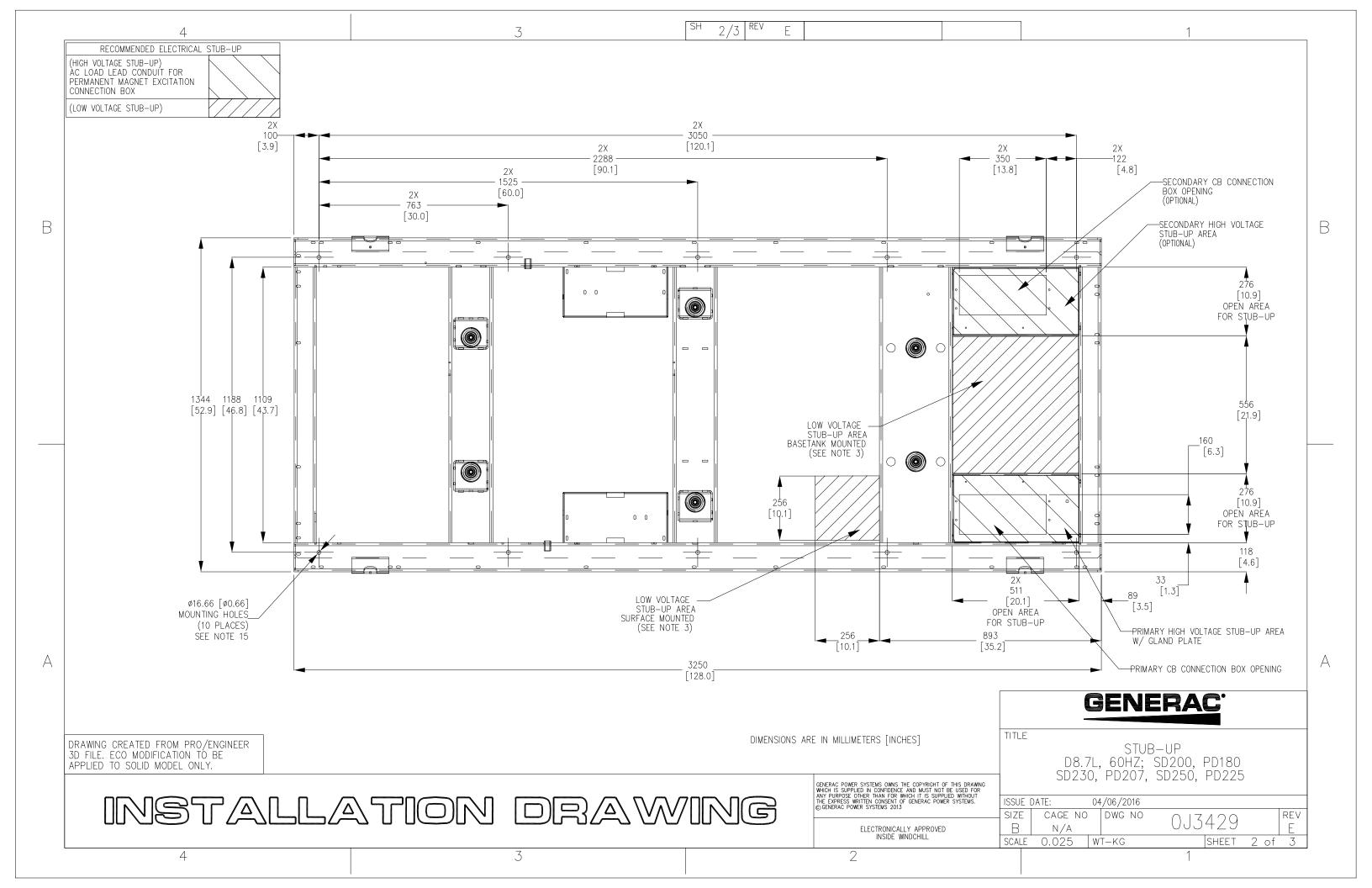
REMOTE EMERGENCY STOP SWITCH Break Glass, H-Panel

Wiring - H-Panel









OPEN SET

MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SD200, PD180	240V, 1 n	1,962 kg [4,325 lbs]	1789 [70.4]	618 [24.3]	
SD200, PD180	208V, 240V, 480V	1,976 kg [4,356 lbs]	1784 [70.2]	617 [24.3]	
SD200, PD180	600V	1,968 kg [4,339 lbs]	1787 [70.3]	618 [24.3]	
SD230, PD207	208V, 240V, 480V	2,108 kg [4,647 lbs]	1723 [67.8]	614 [24.2]]
SD230, PD207	600V	2,100 kg [4,630 lbs]	1726 [67.9]	014 [24.2]	617 [24.3]
SD250, PD225	208V, 240V, 480V	2,167 kg [4,777 lbs]	1702 [67.0]	617 [04.1]	
SD250, PD225	600V	2,100 kg [4,630 lbs]	1704 [67.1]	613 [24.1]	
SD200, PD180, SD230, PD207, SD250, PD225	208V, 240V, 480V (300kW UPSIZE)	2,307 kg [5,086 lbs]	1645 [64.8]	610 [24.0]	
SD200, PD180, SD230, PD207, SD250, PD225	600V (300kW UPSIZE)	2,160 kg [4,762 lbs]	1704 [67.1]	613 [24.1]	
SD200, PD180, SD230, PD207, SD250, PD225	208V, 240V, 480V (350kW UPSIZE)	2,317 kg [5,108 lbs]	1654 [65.1]	644 [25.4]	639 [25.2]
SD200, PD180, SD230, PD207, SD250, PD225	600V (350kW UPSIZE)	2,297 kg [5,064 lbs]	1648 [64.9]	610 [24.0]	617 [24.3]

NOTE:

CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS

STD ENCLOSURE, STEEL

MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SD200, PD180	240V, 1 n	2,389 kg [5,267 lbs]	1869 [73.6]	700 [27.6]	
SD200, PD180	208V, 240V, 480V	2,403 kg [5,298 lbs]	1865 [73.4]	699 [27.5]	
SD200, PD180	600V	2,395 kg [5,280 lbs]	1867 [73.5]	700 [27.5]	
SD230, PD207	208V, 240V, 480V	2,535 kg [5,589 lbs]	1811 [71.3]	692 [27.2]	
SD230, PD207	600V	2,527 kg [5,571 lbs]	1813 [71.4]	092 [27.2]	561 [22.1]
SD250, PD225	208V, 240V, 480V	2,594 kg [5,719 lbs]	1791 [70.5]	689 [27.1]	
SD250, PD225	600V	2,587 kg [5,703 lbs]	1793 [70.6]	009 [27.1]	
SD200, PD180, SD230, PD207, SD250, PD225	208V, 240V, 480V (300kW UPSIZE)	2,734 kg [6,027 lbs]	1739 [68.5]	682 [26.9]	
SD200, PD180, SD230, PD207, SD250, PD225	600V (300kW UPSIZE)	2,587 kg [5,703 lbs]	1793 [70.6]	689 [27.1]	
SD200, PD180, SD230, PD207, SD250, PD225	208V, 240V, 480V (350kW UPSIZE)	2,744 kg [6,049 lbs]	1746 [68.7]	711 [28.0]	580 [22.8]
SD200, PD180, SD230, PD207, SD250, PD225	600V (350kW UPSIZE)	2,724 kg [6,005 lbs]	1742 [68.6]	683 [26.9]	561 [22.1]

STD ENCLOSURE, ALUMINUM

WEIGHT	CENTER OF GRAVITY	CENTER OF GRAVITY	CENTER OF GRAVITY
WLIGITI	DIM X	DIM Y	DIM Z
2,177 kg [4,801 lbs]	1850 [72.9]	663 [26.1]	
2,191 kg [4,831 lbs]	1846 [72.7]	662 [26.1]	
2,183 kg [4,814 lbs]	1848 [72.8]	663 [26.1]	
2,323 kg [5,122 lbs]	1787 [70.4]	657 [25.9]	
2,315 kg [5,105 lbs]	1790 [70.5]	037 [23.9]	556 [21.9]
2,382 kg [5,252 lbs]	1766 [69.5]	654 [25.7]	
2,375 kg [5,237 lbs]	1768 [69.6]	034 [23.7]	
2,522 kg [5,561 lbs]	1711 [67.4]	649 [25.6]	
2,375 kg [5,237 lbs]	1768 [69.6]	654 [25.8]	
2,532 kg [5,583 lbs]	1719 [67.7]	680 [26.8]	577 [22.7]
2,512 kg [5,539 lbs]	1714 [67.5]	650 [25.6]	556 [21.9]

L1A ENCLOSURE, STEEL

MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SD200, PD180	240V, 1 n	2,527 kg [5,571 lbs]	1790 [73.6]	719 [28.3]	
SD200, PD180	208V, 240V, 480V	2,541 kg [5,602 lbs]	1786 [70.3]	718 [28.3]	
SD200, PD180	600V	2,533 kg [5,584 lbs]	1789 [70.4]	710 [20.3]	
SD230, PD207	208V, 240V, 480V	2,673 kg [5,893 lbs]	1739 [71.3]	710 [28.0]	
SD230, PD207	600V	2,665 kg [5,875 lbs]	1741 [68.6]	/10 [20.0]	564 [22.2]
SD250, PD225	208V, 240V, 480V	2,732 kg [6,023 lbs]	1722 [67.8]	707 [27.8]	
SD250, PD225	600V	2,725 kg [6,007 lbs]	1724 [67.9]	707 [27.0]	
SD200, PD180, SD230, PD207, SD250, PD225	208V, 240V, 480V (300kW UPSIZE)	2,872 kg [6,332 lbs]	1676 [66.0]	700 [27.5]	
SD200, PD180, SD230, PD207, SD250, PD225	600V (300kW UPSIZE)	2,725 kg [6,007 lbs]	1724 [67.9]	707 [27.8]	
SD200, PD180, SD230, PD207, SD250, PD225	208V, 240V, 480V (350kW UPSIZE)	2,882 kg [6,354 lbs]	1683 [66.3]	727 [28.6]	581 [22.9]
SD200, PD180, SD230, PD207, SD250, PD225	600V (350kW UPSIZE)	2,862 kg [6,309 lbs]	1679 [66.1]	700 [27.5]	564 [22.2]

L1A ENCLOSURE, ALUMINUM

WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
2,237 kg [4,931 lbs]	1812 [71.3]		
2,251 kg [4,962 lbs]	1808 [71.2]	673 [26.5]	
2,243 kg [4,945 lbs]	1810 [71.3]		
2,383 kg [5,253 lbs]	1753 [69.0]	666 [26.2]	
2,375 kg [5,236 lbs]	1755 [69.1]	000 [20.2]	557 [21.9]
2,442 kg [5,383 lbs]	1733 [68.2]	664 [26.1]	
2,435 kg [5,368 lbs]	1735 [68.3]	004 [20.1]	
2,582 kg [5,692 lbs]	1682 [66.2]	658 [25.9]	
2,435 kg [5,368 lbs]	1735 [68.3]	664 [26.1]	
2,592 kg [5,714 lbs]	1689 [66.5]	689 [27.1]	577 [22.7]
2,572 kg [5,670 lbs]	1684 [66.3]	659 [25.9]	558 [22.0]

L2A ENCLOSURE, STEEL

MODEL	VOLTAGE	WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z
SD200, PD180	240V, 1 n	2,634 kg [5,807 lbs]	1883 [74.2]	825 [32.5]	
SD200, PD180	208V, 240V, 480V	2,648 kg [5,838 lbs]	1879 [74.0]	823 [32.4]	
SD200, PD180	600V	2,640 kg [5,820 lbs]	1882 [74.1]	023 [32.4]	
SD230, PD207	208V, 240V, 480V	2,780 kg [6,129 lbs]	1829 [72.0]	811 [31.9]	
SD230, PD207	600V	2,772 kg [6,111 lbs]	1832 [72.1]	011 [31.9]	566 [22.3]
SD250, PD225	208V, 240V, 480V	2,839 kg [6,259 lbs]	1811 [71.3]	805 [31.7]	
SD250, PD225	600V	2,832 kg [6,243 lbs]	1813 [71.4]	003 [31.7]	
SD200, PD180, SD230, PD207, SD250, PD225	208V, 240V, 480V (300kW UPSIZE)	2,979 kg [6,567 lbs]	1763 [69.4]	793 [31.2]]
SD200, PD180, SD230, PD207, SD250, PD225	600V (300kW UPSIZE)	2,832 kg [6,243 lbs]	1813 [71.4]	806 [31.7]	1
SD200, PD180, SD230, PD207, SD250, PD225	208V, 240V, 480V (350kW UPSIZE)	2,989 kg [6,589 lbs]	1769 [69.6]	819 [32.2]	583 [22.9]
SD200, PD180, SD230, PD207, SD250, PD225	600V (350kW UPSIZE)	2,969 kg [6,545 lbs]	1765 [69.5]	794 [31.3]	566 [22.3]

L2A ENCLOSURE, ALUMINUM

WEIGHT	CENTER OF GRAVITY DIM X	CENTER OF GRAVITY DIM Y	CENTER OF GRAVITY DIM Z	
2,283 kg [5,033 lbs]	1858 [73.2]			
2,297 kg [5,064 lbs]	1854 [73.0]	727 [28.6]		
2,289 kg [5,046 lbs]	1856 [73.1]		558 [22.0]	
2,429 kg [5,355 lbs]	1798 [70.8]	717 [28.2]		
2,421 kg [5,337 lbs]	1800 [70.9]	718 [28.3]		
2,488 kg [5,485 lbs]	1777 [70.0]	713 [28.1]		
2,481 kg [5,469 lbs]	1779 [70.0]	714 [28.2]	559 [22.0]	
2,628 kg [5,793 lbs]	1724 [67.9]	705 [27.8]	339 [22.0]	
2,481 kg [5,469 lbs]	1779 [70.0]	714 [28.1]		
2,638 kg [5,815 lbs]	1731 [68.2]	735 [28.9]	578 [22.8]	
2,618 kg [5,771 lbs]	1727 [68.0]	706 [27.8]	559 [22.0]	

GENERAC

TITLE

WEIGHT & COG D8.7L, 60 HZ; SD200, PD180 SD230, PD207, SD250, PD225

INSTALLATION DRAWING

GENERAC POWER SYSTEMS OWNS THE COPYRIGHT OF THIS DRAWING WHICH IS SUPPLIED IN CONFIDENCE AND MUST NOT BE USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS SUPPLIED WITHOUT THE EXPRESS WRITTEN CONSENT OF GENERAC POWER SYSTEMS.

ELECTRONICALLY APPROVED INSIDE WINDCHILL

ISSUE DATE: 04/06/2016 SIZE CAGE NO DWG NO REV 0J3429 N/A 0.025 WT-KG SHEET 3 of 3

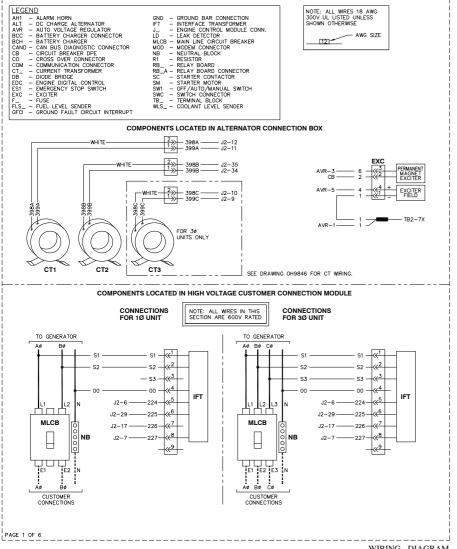
DRAWING CREATED FROM PRO/ENGINEER

3D FILE. ECO MODIFICATION TO BE APPLIED TO SOLID MODEL ONLY.

Α

Α

GROUP G



REVISION: H-9136-D

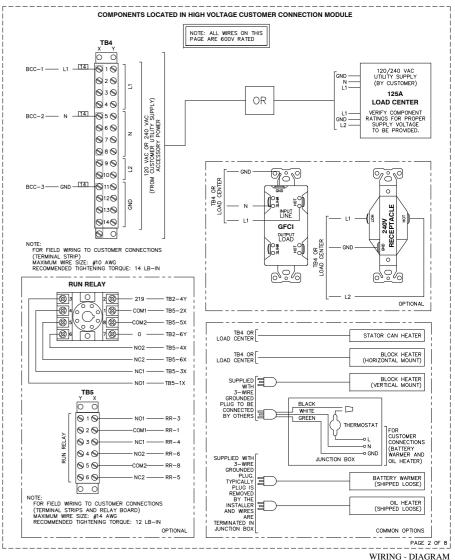
DATE: 6/8/11

WIRING - DIAGRAM D8.7L/D10.3L/D12.9L G17 24V DRAWING #: 0H9867

REVISION: H-9136-D

DATE: 6/8/11

GROUP G



D8.7L

D8.7L/D10.3L/D12.9L G17 24V DRAWING #: 0H9867

GROUP G COMPONENTS LOCATED ON LOW VOLTAGE CUSTOMER CONNECTION PANEL 000 12 RB3A SPARE OUTPUTS <u>_</u> 6 RB3 **(4)** 2 RELAY PCB K1 TB1 О 0 0 1 6 183 🕲 2 🔇 @3€ RS485+ | Q 4 € SHLD 🛇 6 076 -10 11 6 0 0 **⊚** · - RB3A-1 - RB3A-4 **⊗**3€ *NOTE: ENSURE LINE OF DIODE (CATHODE) IS CLOSEST TO TB2-4X FOR CORRECT **⊗** 5 **⊗** POLARIZATION. **⊗**6€ **⊗** 7 FOR FIELD WIRING TO CUSTOMER CONNECTIONS - TB1-1X (TERMINAL STRIPS AND RELAY BOARD) MAXIMUM WIRE SIZE: #14 AWG RECOMMENDED TIGHTENING TORQUE: 12 LB-IN PAGE 3 OF 6 WIRING - DIAGRAM REVISION: H-9136-D D8.7L/D10.3L/D12.9L G17 24V

DATE: 6/8/11

DRAWING #: 0H9867

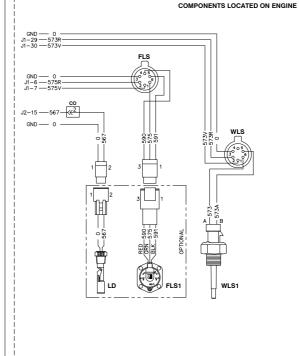
DATE: 6/8/11

GROUP G COMPONENTS LOCATED IN CONTROL PANEL COM 0 RB2A -56N-3 - 0 - 2 -220-1 J1-14 — 811-J1-26 — 812-| 12 | 3 | 11 | 3 | 10 | 3 | 9 | 3 | 8 | 3 | 7 | 3 | 6 | 3 | 5 0 DB 1 ---- TB2-4X 194 ---- J2-31 6 ---- PME-3 RB2 1 - 1 -2 - 194 -3 - 6 -4 - 4 -5 - 4 -6 - 403 -SC 56 8 4 220C 8 3 CAND-T 220F 8 1 EDC-40 220F RELAY PCB AVR 10 11 12 13 14 -406---- J2-30 -405---- J2-19 J1-23 -256-5 -220-4 -256A-3 RB1A J1-22 -J1-34 --445--220B-1 12 | 20 | 11 | 20 | 20 | 9 中国 EDC-29 --- 56B-AH1 SW1 -220A-1001 2204-0 -229-229-256-220-220-220-220-220-2208-ES1 RB1 1 R15B (9 1 220E (8 J2-16 -2 2 RELAY PCB 220твз TB2-8X 16 0 — J1-12 TB2-3X 219 --- DB 10]_218 -218 **F1** 15A -220A 16 F2 10A 220B - J1-35 F3 10A 30A 220D - EDC PAGE 4 OF 6 WIRING - DIAGRAM REVISION: H-9136-D D8.7L/D10.3L/D12.9L G17 24V

DRAWING #: 0H9867

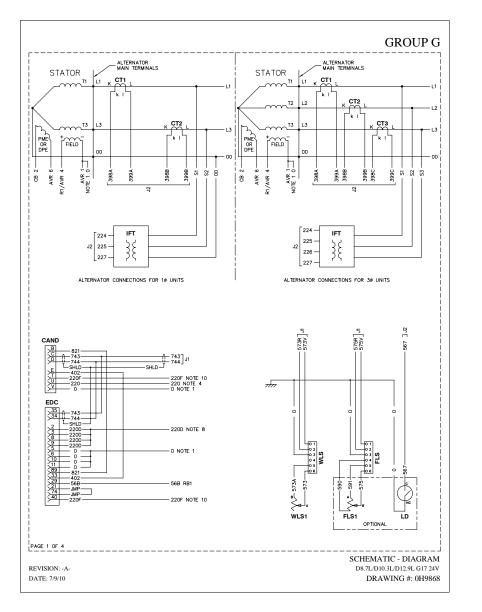
GROUP G COMPONENTS LOCATED ON ENGINE EDC -743 35 -744 34 Y-CONNECT -744--744-J1-2 - 743 A B C 16 220D 16 220D 16 220D 16 220D 16 220D 16 220D 16 0 16 0 F4 10 220D -402 RB1-10 --56B CAND OPTIONAL (P (O) BCH (HOT) CHARGER ONLY RB2-1 -----220F-TB3-6Y -----220-),4 [14] 0 CHARGE CURRENT LOCATED IN CONTROL PANEL TB4 OR LOAD CENTER TB4 OR LOAD CENTER TB4 OR LOAD CENTER TB4 OR LOAD CENTER 10 218-10 218 — TB3-12Y LOCATED BACK OF CONTROL PANEL 56 ---- RB2-4 0000 2 0000 •••••• WIRE LOCATIONS MAY CHANGE ON GROUND BAR. 00000 12V BATTERY WLS-3 0 141 FB3-1Y 0 141 FLS-3 0 PAGE 5 OF 6 WIRING - DIAGRAM D8.7L/D10.3L/D12.9L G17 24V REVISION: H-9136-D DRAWING #: 0H9867 DATE: 6/8/11

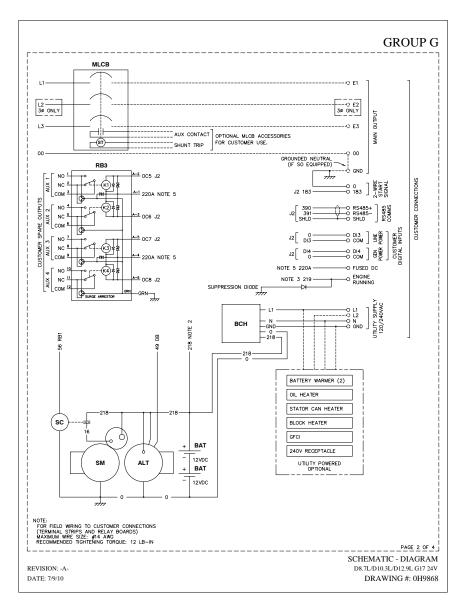
GROUP G



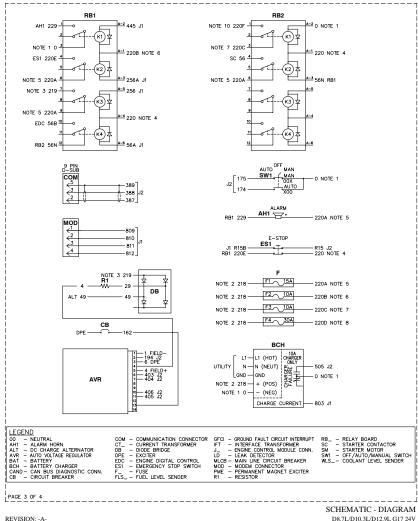
PAGE 6 OF 6

REVISION: H-9136-D DATE: 6/8/11 WIRING - DIAGRAM D8.7L/D10.3L/D12.9L G17 24V DRAWING #: 0H9867





GROUP G



DATE: 7/9/10

D8.7L/D10.3L/D12.9L G17 24V DRAWING #: 0H9868

GROUP G

AVR CONNECTOR

PIN	WIRE	TO	FUNCTION
1	1	FIELD	- FIELD
2	194	J2-31	+12VDC
3	6	DPE	DPE OUTPUT
4	4	R1/FIELD	+ FIELD
5	4	R1/FIELD	+ FIELD
9	403	J2-8	GATE TRIGGER B
7	404	J2-20	GATE TRIGGER A
10	406	J2-30	ZERO CROSSING I/P
11	405	J2-19	GROUND (ISO)
13	162	CB	DPE OUTPUT (AFTER CB)

EDC CONNECTOR

PIN	WIRE	TO	FUNCTION
2	220D	F4	NOTE 8
3	220D	F4	NOTE 8
5	0	GND	NOTE 1
6	0	GND	NOTE 1
8	220D	F4	NOTE 8
9	220D	F4	NOTE 8
10	0	GND	NOTE 1
11	0	GND	NOTE 1
21	JMP	EDC-74	EDC JUMPER CONNECTION
29	56B	RB1-10	ENGINE START COMMAND INPUT
33	402	CAND-E	EDC TACHOMETER OUTPUT
34	744	CAND-D/J1-13	CAN BUS LOW
35	743		CAN BUS HIGH
40	220F	RB2-1	NOTE 10
74	JMP	EDC-21	EDC JUMPER CONNECTION
89	821	CAND-B	ISO DIAGNOSTIC K-LINE

CAND CONNECTOR

PIN	WIRE	TO	FUNCTION
В	821	EDC-89	ISO DIAGNOSTIC K-LINE
0			CAN BUS HIGH
٥	744	EDC-34/J1-13	
Ε	402	EDC-33	EDC TACHOMETER OUTPUT
Т	220F	RB2-1	NOTE 10
U	220	-	NOTE 4
~	0	GND	NOTE 1

ENGINE CONTROL MODULE CONNECTIONS

	J1			
	PIN	WIRE	TO	FUNCTION
[1	SHLD	-	CAN BUS DRAIN
	2		EDC-35/CAND-C	
[3	810	MOD-2	MODEM SIGNAL RETURN
	6	575R	FLS-2	FUEL LEVEL RTN
- [7	575V	FLS-1	FUEL LEVEL +
- [10	R15B	ES1	OVERSPEED/WATCHDOG
	=	256	RB1A-5	FUEL RELAY
	12	0	GND	NOTE 1
	13		EDC-34/CAND-D	
	14	811	MOD-3	MODEM DATA CARRIER DETECT
	16	803	BCH	BAT CHARGER CURRENT
L	22	256A	RB1A-3	ENGINE ECU POWER RELAY
	23	56A	RB1A-6	STARTER RELAY
	26	812	MOD-4	MODEM ENABLE
	29	573R	WLS-2	COOLANT LVL RTN
	30	573V	WLS-1	COOLANT LVL +
	32	809	MOD-1	MODEM 12V POWER
L	34	445	RB1A-2	ALARM RELAY
Ų	35	220B	F2	NOTE 6

NOTE	
------	--

REVISION: -A-

DATE: 7/9/10

- 1) WIRE# 0 IS CHASSIS GROUND (BATTERY-)
- UNLESS NOTED OTHERWISE.
- 2) WIRE# 218 IS UNFUSED +24VDC (BATTERY+). 3) WIRE# 219 IS FUSED +24VDC WHEN GENERATOR
- IS CRANKING OR RUNNING.
- 4) WIRE# 220 IS FUSED +24VDC WHEN E-STOP IS NOT ACTIVATED.
- 5) WIRE# 220A IS FUSED +24VDC FOR GENERAL USE.
- 6) WIRE# 220B IS FUSED +24VDC FOR THE GENERATOR CONTROL MODULE.
- 7) WIRE# 220C IS FUSED +24VDC TO SOURCE SWITCHED POWER FOR ENGINE CONTROL UNIT
- 8) WIRE# 220D IS FUSED +24VDC FOR ENGINE CONTROL UNIT.
- 9) WIRE# 220E IS FUSED +24VDC CONTROLLED BY GENERATOR CONTROL MODULE PRIOR TO E-STOP.
- 10) WRE# 220F IS FUSED +24VDC CONTROLLED BY GENERATOR CONTROL MODULE TO SWITCH ENGINE CONTROL UNIT.

J2			
PIN	WIRE	TO	FUNCTION
1	391	CUST CON	RS485- (XFER SW)
2	388	COM-3	RS232 TX (GENLINK)
3	DI3	CUST CON	SPARE IN 3/LINE PWR
4	183	CUST CON	REMOTE START
5	174	SW1	"AUTO" START
6	224	IFT	V SENSE GEN A PH
7	227	IFT	V SENSE RTN
8	403	AVR-6	AVR GATE TRIGGER B
9	399C	CT3	GEN C PH CURRENT -
10	398C	CT3	GEN C PH CURRENT +
11	399A	CT1	GEN A PH CURRENT -
12	398A	CT1	GEN A PH CURRENT +
13	390	CUST CON	RS485+ (XFER SW)
14	387	COM-2	RS232 RX (GENLINK)
15	567	LD	LEAK DETECTOR
16	R15	ES1	EMERGENCY STOP
17	226	IFT	V SENSE GEN C PH
19	405	AVR-11	AVR GROUND
20	404	AVR-7	AVR GATE TRIGGER A
21	008	RB3A-6	SPARE OUTPUT 4
22	006	RB3A-3	SPARE OUTPUT 2
23	005	RB3A-2	SPARE OUTPUT 1
24	SHLD	CUST CON	RS485 DRAIN (XFER SW)
25	389	COM-5	RS232 COM (GENLINK)
26	DI4	CUST CON	SPARE IN 4/GEN PWR
27	505	BCH	BAT CHARGER FAIL
28	175	SW1	"MANUAL" START
29	225	IFT	V SENSE GEN B PH
30	406	AVR-10	AVR ZERO CROSSING I/P
31	194	AVR-2	AVR +12VDC
33	0C7	RB3A-5	SPARE OUTPUT 3
34	399B	CT2	GEN B PH CURRENT-
35	398B	CT2	GEN B PH CURRENT+
• -	CONNEC	TIONS NOT USE	D IN 14 UNITS

PAGE 4 OF 4

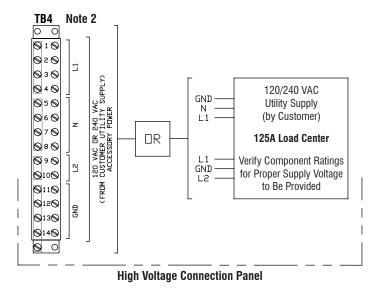
SCHEMATIC - DIAGRAM D8.7L/D10.3L/D12.9L G17 24V DRAWING #: 0H9868



H-PANEL CONTROL INTERCONNECTIONS

Notes:

- Spare Outputs are Standard on Industrial Product Only. GenLink® Required for Programming. Contacts Rated at 5A at 30VAC/30VDC
- 2. TB4 Max Wire Size: #10 AWG, Recommended Tightening Torque: 14 LB-IN
- 3. TB1, TB2, TB9 & RB3 Max Wire Size: #14 AWG, Recommended Tightening Torque: 12 LB-IN
- Refer to H-Panel Manual for Instructions on Enabling HTS Transfer Switch. Refer to HTS Transfer Switch Manual for Dip Switch Settings for Multiple HTS Application
- Connect the RS-485 Overall Shield at Genset Connection Terminal Only



RELAY PCB RB3 ENGINE FUSED GND RUN START GEN LINE RS485-RS485+ POWER POWER 183 Note 3 Ø 5 Ø Ø 4 Ø Ø 1 Ø Ø3 Ø Ø 2 Ø Ø11Ø Ø10Ø Ø 7 Ø Ø 6 Ø Ø 5 Ø Ø Ø Ø Ø **TB1** TB2 90 Ø AUX 3 Spare Outputs Notes 1 & 3 Note 3 183 **Low Voltage Connection Panel** -15A/220A AUX CONTACTS N.C. N1 N2 ИЗ N1 N2 ИЗ T1 T2 Т3 Т1 T2 Т3 E1 E2 E3 00 RS485+ RS485-**GTS Transfer Switch** Note 5 RS485 (SHLD) RS485+ RS485-**HTS Transfer Switch** Note 5 RS485 (SHLD) S DC SUPPLY + 0 0 Note 4 DC SUPPLY -

RAP/RRP

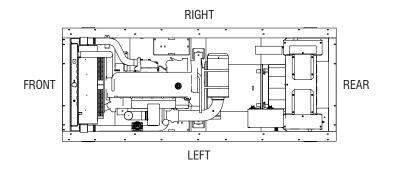
1 OF 1

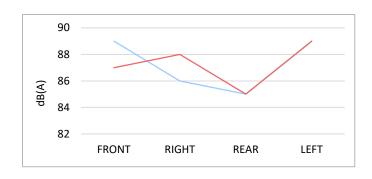


OPEN SET D8.7L FPT, SD250

60Hz NO-LOAD, dB(A) **DISTANCE: 7 METERS OCTAVE BAND CENTER FREQUENCY (Hz)** MICROPHONE LOCATION 31.5 1,000 2,000 4,000 8,000 dB(A) **FRONT RIGHT REAR LEFT AVERAGE**

	60Hz FUL	L-LOAD,	dB(A)					DI	STANCE: 7	METERS
MICROPHONE				OCTAV	E BAND CEN	TER FREQUEN	CY (Hz)			
LOCATION	31.5	63	125	250	500	1,000	2,000	4,000	8,000	dB(A)
FRONT	33	55	71	81	80	82	80	76	71	87
RIGHT	33	57	72	75	79	84	82	79	76	88
REAR	33	56	71	75	81	79	76	73	70	85
LEFT	30	54	71	80	82	84	82	80	78	89
AVERAGE	32	55	71	78	80	82	80	77	74	87





- All positions at 23 feet (7 meters) from side faces of generator set.
- Test conducted on a 100 foot diameter asphalt surface.
- Sound pressure levels are subject to instrumentation, installation and testing conditions.
- Open set sound data excludes exhaust contribution.
- Sound levels are $\pm 2 \, dB(A)$.

1 0F 1



STATEMENT OF EXHAUST EMISSIONS 2021 FPT Diesel Fueled Generator

The measured emissions values provided here are proprietary to Generac and it's authorized dealers. This information may only be disseminated upon request to regulatory governmental bodies for emissions permitting purposes or to specifying organizations as submittal data when expressly required by project specifications, and shall remain confidential and not open to public viewing. This information is not intended for compilation or sales purposes and may not be used as such, nor may it be reproduced without the expressed written permission of Generac Power Systems, Inc.. The data provided shall not be meant to include information made public by Generac.

Generator Model: **SD250 EPA Certificate Number:** MFPXL08.7TR3-004 250 CARB Certificate Number: kW Rating: **Not Applicable**

Engine Family: MFPXL08.7TR3 SCAQMD CEP Number: 511712 F2CCA615*H001 **Engine Model: Emission Standard Category:** Tier 3

Rated Engine Power (BHP)*: 389 Certification Type: Stationary Emergency CI (40 CFR Part 60 Subpart IIII) Fuel Consumption (gal/hr)*: 19.1

Aspiration: Turbocharged/Aftercooled

Rated RPM: 1,800

EMISSIONS BASED ON ENGINE POWER OF SPECIFIC ENGINE MODEL

These Values Are Actual Composite Weighted Exhaust Emissions Results Over the EPA 5-Mode Test Cycle

CO	NOx + NMHC	PM	
0.5	3.36	0.07	Grams/kW-hr
0.37	2.51	0.05	Grams/bhp-hr

- The stated values are actual exhaust emission test measurements obtained from an engine representative of the type described above.
- Values based on 5-Mode testing are official data of record as submitted to regulatory agencies for certification purposes. Testing was conducted in accordance with prevailing EPA protocol, which is typically accepted by SCAQMD and other regional authorities.
- · No emissions values provided above are to be construed as guarantees of emission levels for any given Generac generator unit.
- Generac Power Systems, Inc. reserves the right to revise this information without prior notice.
- Consult state and local regulatory agencies for specific permitting requirements.
- The emission performance data supplied by the equipment manufacturer is only one element required toward completion of the permitting and installation process. State and local regulations may vary on a case-by-case basis and local agencies must be consulted by the permit application/ equipment owner prior to equipment purchase or installation. The data supplied herein by Generac Power Systems Inc. cannot be construed as a quarantee of installability of the generating set.

Rev. A 1/13/21

^{*}Engine power and fuel consumption are declared by the engine manufacturer of record and the U.S EPA.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY 2021 MODEL YEAR CERTIFICATE OF CONFORMITY WITH THE CLEAN AIR ACT

OFFICE OF TRANSPORTATION AND AIR QUALITY ANN ARBOR, MICHIGAN 48105

Certificate Issued To: FPT Industrial S.p.A.

(U.S. Manufacturer or Importer)

Certificate Number: MFPXL08.7TR3-004

Effective Date: 05/26/2020

Expiration Date: 12/31/2021

Issue Date: 05/26/2020

Revision Date: N/A

Model Year: 2021

Manufacturer Type: Original Engine Manufacturer

Engine Family: MFPXL08.7TR3

Mobile/Stationary Indicator: Stationary Emissions Power Category: 225<=kW<450

Fuel Type: Diesel

After Treatment Devices: No After Treatment Devices Installed

Non-after Treatment Devices: No Non-After Treatment Devices Installed

Byron J. Bunker, Division Director

Compliance Division

Pursuant to Section 111 and Section 213 of the Clean Air Act (42 U.S.C. sections 7411 and 7547) and 40 CFR Part 60, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following engines, by engine family, more fully described in the documentation required by 40 CFR Part 60 and produced in the stated model year.

This certificate of conformity covers only those new compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 60 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 60.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 60. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void *ab initio* for other reasons specified in 40 CFR Part 60.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.



Certification of Quality

Generac Power Systems certifies that the products we manufacture have been built and tested in accordance with strict internal and external standards for quality. Our quality management system has been registered with the internationally recognized ISO 9001:2008 standard and our products comply with external standards that include, but are not limited to, CSA, NEMA, EGSA, ISO, and UL.

The Generac Quality Management System (GQMS) ensures the highest standards of quality at every level of production, from raw materials to the finished product. This includes receiving inspection, in-process checks, product and process audits, testing, final inspections, and shipping standards.

Tests of our products are performed in accordance with our internal procedures and controlled through the GQMS to ensure accuracy and effectiveness. The testing process and product designs comply with external standards which may include, but are not limited to: ISO 8528-5, ISO 3046, NFPA 99, NFPA 110, BS 5514, SAE J1349, and DIN 6271.

Generac Power Systems has over one million square feet of manufacturing space and over 2000 employees dedicated to designing and manufacturing power generation equipment in our multiple State of Wisconsin, USA factories. All of our installed and mobile generators are built with pride by our skilled American workforce to ensure our customers receive the quality that they expect from Generac.

We are committed to producing quality products for both our internal and external customers. We will continuously improve our processes and diligently measure all aspects of our business.

Daniel Waschow

Vice President of Quality Generac Power Systems, Inc. Waukesha, Wisconsin USA

Generac Power Systems 2 Year (2B) Limited Warranty for **Industrial Standby Generators**

For the period of warranty noted below, which begins upon the successful start-up and/or on-line activation of the unit, Generac Power Systems, Inc. "Generac" warrants that its Generator will be free from defects in material and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Independent Authorized Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Independent Authorized Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

Warranty Coverage: Warranty coverage period is for Two (2) years or two-thousand (2,000) hours, whichever occurs first.

Warranty Coverage in Year(s): 1	Warranty Coverage in Year(s): 2
Parts, Labor and Limited Travel	Limited Parts Only

Limited Gearbox Coverage:

Year(s): 1-5 Coverage	Year(s): 6-10 Coverage
Limited Parts and Labor	Limited Parts Only

Guidelines:

- 1. Unit must be registered and proof of purchase available.
- Any and all warranty repairs and/or concerns must be performed and/or addressed by an Independent Authorized Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Independent Authorized Service Dealers not authorized in writing by Generac will not be covered
- This Warranty is transferable between ownership of original install site.
- Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.
- Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.
- Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents or scratches to the painted enclosure should be repaired promptly by the owner.

- 7. Warranty only applies to permanently wired and mounted units.
- Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty
- Proof of performance of all required maintenance must be available
- 10. Travel allowance is limited to 300 miles maximum and seven and one half (7.5) hours maximum (per occurrence, whichever is less) round trip from the nearest Independent Authorized Service Dealer. Any additional travel required will not be
- 11. Engines, driven components and fuel tanks used in Generac's standby power products system can carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Generac product OEM components, may be disasted the off Microbial through the OEM distributed to the product OEM. directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Generac shall have no liability under OEM warranties.

The following will NOT be covered by this warranty:

- Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
- Damage/failures to the generator and/or transfer switch system
- caused by accidents, shipping, handling, or improper storage. Damage/failures caused by operation with improper fuels, speeds, loads or installations other than what's recommended or specified by Generac Power Systems.
- Damage to the generator and/or transfer switch due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/
- Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent, reptile, and/or insect infestation.
- Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or reinstallation of generator (i.e. cranes, hoists, lifts, et. al.).
- Planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport deemed not standard by Generac.

- 8. Products that are modified or altered in a manner not authorized by Generac in writing.
- Starting batteries, fuses, light bulbs, engine fluids and any related labor.
- **10.** Steel enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
- Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as defined by Generac. Contact an Independent Authorized Service Dealer for definitions.
- 12. Shipping costs associated with expedited shipping.
- 13. Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.
- Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).

 15. Failures caused by any act of God or external cause including
- without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GENERAC'S ONLY ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION WAY NOT APPLY TO YOU. GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC'S REGLIGENCE. SOME INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

FOR AUSTRALIA ONLY: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. FOR NEW ZEALAND ONLY: Nothing in this warranty statement excludes, restricts or modifies any condition, warranty right or remedy which pursuant to the New Zealand Legislation (Commonwealth or State) including the Fair Trading Practices Act of 1986 or the Consumer Guarantees Act 1993 ("CGA") applies to this limited warranty and may not be so excluded, restricted or modified. Nothing in this statement is intended to have the effect of contracting out of the provisions of the CGA, except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention. If you acquire goods from Generac Power Systems or any of its authorized resellers and distributors for the purposes of a business, then pursuant to section 43(2) of the CGA, it is agreed that the provisions of the CGA do not apply.

> GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187 Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Independent Authorized Service Dealer and to download schematics, exploded views and parts lists visit our website: www.generac.com

Revision E (2/16) Part No. 0K3486

Garantía limitada de 2 años (2B) de Generac Power Systems para los generadores de respaldo industriales

Durante el período de garantía indicado abajo, que comienza desde la puesta en marcha y/o activación exitosa en línea de la unidad, Generac Power Systems, Inc. "Generac" garantiza que generador estará libre de defectos de material y/o mano de obra para los ítems y el período indicados a continuación. Generac, a su discreción, reparará o sustituirá cualquier pieza o piezas que, por medio de la evaluación, inspección y prueba efectuada por Generac o un Concesionario de servicio autorizado independiente de Generac, se determine que es o son defectuosa(s). Todo equipo que el comprador o propietario reclame como defectuoso debe ser evaluado por el Concesionario de servicio autorizado independiente de Generac más cercano. Los componentes relacionados con emisiones están excluidos de la cobertura bajo esta garantía extendida. La cobertura de la garantía de emisiones se detalla por separado en una garantía de emisiones. Cobertura de la garantía: El período de cobertura de la garantía es de dos (2) años o dos mil (2000) horas, lo que ocurra primero.

Cobertura de la garantía en el o los año(s): 1	Cobertura de la garantía en el o los año(s): 2
Sobre piezas, mano de obra y gastos de viaje limitados	Limitada solo sobre piezas

Cobertura limitada sobre la caja de engranajes:

Año(s) de cobertura: 1-5 Cobertura	Año(s) de cobertura: 6-10 Cobertura
Limitada sobre piezas y mano de obra	Limitada solo sobre piezas

Directrices:

- La unidad debe estar registrada y tener prueba de compra disponible
- Cualquiera y todas las reparaciones y/o preocupaciones por garantía deben ser efectuadas y/o dirigidas por un Concesionario de servicio autorizado independiente de Generac, o una sucursal de este. No serán cubiertas las reparaciones o los diagnósticos efectuados por personas diferentes de los Concesionarios de servicio autorizados independientes de Generac no autorizados por escrito por Generac.
- Esta garantía es transferible entre propietarios del sitio de instalación original.
- Los calentadores de refrigerante de motor (calentadores de bloque), los controles del calentador y las bombas de circulación suministrados por Generac solo están cubiertos durante el primer año de prestación de la garantía.
- Generac puede elegir reparar, sustituir o reembolsar una pieza del equipo a su exclusiva discreción.
- Los gabinetes están garantizados contra corrosión solamente durante el primer año de propiedad. El daño causado después de la recepción del generador es responsabilidad del comprador y no está cubierto por esta garantía. Las muescas, raspaduras, abolladuras o rayaduras de gabinete pintado deben ser reparadas sin demora por el propietario.

- 7. La garantía corresponde solamente a las unidades conectadas y montadas en forma permanente.
- Los daños a cualquier componente o los daños emergentes causados por el uso de una pieza que no sea OEM no estarán cubiertos por la garantía.
- Debe haber disponible prueba de la ejecución de todo el mantenimiento requerido.
- 10. Las asignaciones para viaje están limitadas a 300 millas como máximo y siete horas y media (7.5) horas como máximo (por ocurrencia, lo que sea menor), viaje de ida y vuelta, desde el Concesionario de servicio autorizado independiente de Generac más cercano. Todo gasto de viaje adicional requerido no será cubierto.
- 11. Los motores, los componentes accionados y los tanques de Los motores, los componentes accionados y los tanques de combustible usados en los productos de respaldo de Generac pueden llevar una garantía de fabricante (OEM) separada (las "Garantías de OEM"), a menos que se estipule expresamente lo contrario. Las garantías de OEM son un agregado a esta garantía. Todos los reclamos de garantía por defectos de material y/o mano de obra en los componentes OEM del producto Generac, pueden ser dirigidos a través de la red de distribuidores/concesionarios OEM. Las garantías de OEM pueden variar y están sujetas a cambios. Generac no tendrá responsabilidad bajo las garantías de OEM.

Lo siguiente NO será cubierto por esta garantía:

- 1. Costes del mantenimiento normal (es decir: afinaciones, pieza[s] relacionada[s], ajustes, abrazaderas sueltas o con fugas, instalación y puesta en marcha).
- Daños/fallos del sistema de generador y/o interruptor de transferencia causados por accidentes, envío, manipulación, o almacenamiento incorrecto.
- Los daños/fallos causados por la operación con combustibles, velocidades, cargas, o instalaciones incorrectas diferentes de las recomendadas o especificadas por Generac Power Systems.
- Los daños al generador y/o el interruptor de transferencia debidos al uso de piezas y/o equipos que no sean de Generac; combustibles, aceites, refrigerantes/anticongelantes contaminados; o falta de combustibles, aceites, refrigerantes/anticongelantes apropiados
- Fallos debidos a: desgaste y daño normal, accidente, uso indebido, abuso, negligencia, instalación incorrecta, dimensionamiento incorrecto, o plagas de roedores y/o insectos.
- Equipos arrendados usados mientras se llevan a cabo reparaciones de garantía y/o todos los equipos extraordinarios usados para retirar y/o reinstalar el generador, (esto es: grúas, malacates, elevadores, etc.).
- Aeronaves, transbordadores, ferrocarril, autobuses, helicópteros, motocicletas para nieve, camiones para nieve, vehículos fuera de ruta o cualquier otro modo de transporte no considerado estándar por Generac.

- Productos que se modifiquen o alteren en forma no autorizada por Generac por escrito.
- Baterías de arranque, fusibles, bombillas de luz, fluidos para el motor y mano de obra relacionada.
- motor y mano de obra reiacionada.

 10. Los gabinetes de acero que se corroen debido a instalación incorrecta, ubicación en un entorno agresivo o con agua salada, o se rayen donde esté comprometida la integridad de la pintura aplicada.

 11. Las unidades vendidas, calificadas para, o usadas en aplicaciones de "Alimentación eléctrica principal", "Montada en remolque" o "Unidad en alquiler" como las define Generac. Comuníquese con un Concesionario de servicio autorizado independiente para las definiciones.
- 12. Costes de envío asociados con envío urgente.
- 13. Costes adicionales por horas extra y feriados o los costes de mano de obra de emergencia por reparaciones fuera del horario de trabajo
- 14. Todos los daños accesorios, emergentes o indirectos causados por defectos en los materiales o mano de obra o toda demora en la reparación o sustitución de la(s) pieza(s) defectuosa(s).
- 15. Los fallos causados por cualquier acto de fuerza mayor o causa externa, que incluyen, sin limitaciones, incendio, robo, congelamiento, guerra, rayos, terremoto, tormenta de viento, granizo, agua, tornado, huracán, o cualesquiera otros asuntos que estén fuera del control razonable del fabricante.

ESTA GARANTÍA SUSTITUYE CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA. ESPECÍFICAMENTE, GENERAC NO EXTIENDE NINGUNA OTRA GARANTÍA ACERCA DE LA COMERCIALIZACIÓN O APTITUD PARA UN PROPÓSITO EN PARTICULAR. LA DURACIÓN DE TODAS LAS GARANTÍAS IMPLÍCITAS PERMITIDAS POR LA LEY ESTARÁ LIMITADA A LAS CONDICIONES DE LA GARANTÍA EXPRESA ESTIPULADA EN LA PRESENTE. ALGUNAS JURISDICCIONES NO PERMITEN LIMITACIONES DE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA; POR LO TANTO, LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. LA ÚNICA RESPONSABILIDAD DE GENERAC SERÁ REPARAR O SUSTITUIR LA(S) PIEZA(S) COMO SE ESTIPULÓ PRECEDENTEMENTE. GENERAC NO SERÁ RESPONSABLE EN NINGÚN CASO POR NINGÚN DAÑO ACCESORIO O EMERGENTE, AUN CUANDO TAL DAÑO SEA RESULTADO DIRECTO DE LA NEGLIGENCIA DE GENERAC. ALGUNAS JURISDICCIONES NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS ACCESORIOS O EMERGENTES, DE MANERA QUE LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. ESTA GARANTÍA LE OTORGA DERECHOS LEGALES ESPECÍFICOS. TAMBIÉN TIENE OTROS DERECHOS BAJO LA LEY CORRESPONDIENTE.

SOLO PARA AUSTRALIA: Nuestros productos se entregan con garantías que no pueden ser excluidas según la Australian Consumer Law (Ley australiana de consumidores). Usted tiene derecho a sustitución o reembolso por un fallo mayor y a compensación por cualquier otra pérdida o daño razonable previsible. Usted también tiene derecho a que los bienes sean reparados o sustituidos si los bienes no son de calidad aceptable y la falla no llega a ser un fallo mayor. SOLO PARA NUEVA ZELANDA: Nada de esta declaración de garantía excluye, restringe o modifica ninguna condición, derecho de garantía o solución que, conforme a la legislación de Nueva Zelanda (Comunidad o Estado), incluso la Fair Trading Practices Act (Ley de transacciones comerciales justas) de 1986 o la Consumer Guarantees Act (Ley de garantías de los consumidores, "CGA") de 1993, se aplique a esta garantía limitada y por lo tanto no puede ser sometida a exclusiones, restricciones o modificaciones. Nada de esta declaración tiene el propósito de tener efecto de contratar fuera de las previsiones de la CGA, excepto con el alcance permitido por la ley y estos términos se deben modificar con el alcance necesario para hacer efectiva esta intención. Si adquiere bienes de Generac Power Systems o alguno de sus revendedores y distribuidores autorizados con propósitos comerciales, entonces, conforme a la sección 43(2) de la CGA, se acuerda que no se aplican las previsiones de la CGA.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI 53187, EE. UU. Tel.: (888) GENERAC (436-3722) • Fax: (262) 544-4851

Garantie limitée de 2 ans (2B) de Generac Power Systems sur les générateurs de secours industriels

Pendant la période de garantie mentionnée ci-bas, qui débute dès le démarrage réussi de l'appareil ou l'activation en ligne de l'appareil, Generac Power Systems, Inc. (Generac) garantit que son générateur sera exempt de vices de matériaux et fabrication en ce qui concerne les éléments et la période indiqués ci-dessous. À sa seule discrétion, Generac réparera ou remplacera toute pièce qui est jugée défectueuse après l'évaluation, l'inspection et la mise à l'essai par Generac ou un fournisseur de services d'entretien agréé indépendant. Tout équipement que l'acheteur/propriétaire prétend être défectueux doit être évalué par le fournisseur de services d'entretien agréé indépendant le plus près. Les composantes relatives aux émissions ne sont pas couvertes en vertu de la présente garantie. La couverture des composantes relatives aux émissions est détaillée dans une garantie distincte.

Couverture de la garantie : La période de garantie est de deux (2) ans ou de deux mille (2000) heures, selon la première éventualité.

Période de garantie : 1	Période de garantie : 2
Pièces, main-d'œuvre et couverture limitée des déplacements	Couverture limitée – pièces seulement

Couverture limitée de la boîte à engrenages :

Période : couverture de 1 à 5 ans	Période : couverture de 6 à 10 ans
Couverture limitée – pièces et main-d'œuvre	Couverture limitée – pièces seulement

Lignes directrices :

- L'appareil doit être enregistré et la preuve d'achat doit être présentée sur demande.
- Toute réparation sous garantie doit être effectuée par un fournisseur de services d'entretien agréé indépendant ou l'une de ses succursales, et toute préoccupation doit être également traitée par un succursaies, er toute preoccupation out etre egalement traitee par un fournisseur de services d'entretien agréé indépendant de Generac ou l'une de ses succursales. Toute réparation ou évaluation effectuée par des personnes autres que des fournisseurs de services d'entretien agréés indépendants qui n'a pas été autorisée par écrit par Generac ne sera pas couverte.
- La présente garantie est transférable conjointement à la propriété du site d'installation d'origine.
- Les chaufferettes à liquide de refroidissement du moteur (chauffemoteur), les commandes de chauffage et les pompes de circulation fournies par Generac ne sont couvertes que pendant la première année de la période de garantie. Generac peut choisir, à sa seule discrétion, de réparer, de remplacer
- ou de rembourser une pièce d'équipement.
- Les boîtiers sont garantis contre la rouille pendant la première année de possession seulement. Les dommages causés après la réception du générateur sont la responsabilité du propriétaire et ne sont pas couverts par la présente garantie. Les entailles, éraflures, bosses ou égratignures au boîtier peint doivent être réparées sans délai par le

- 7. La garantie s'applique uniquement aux appareils montés et câblés en permanence
- Aucun dommage ou dommage indirect à toute pièce couverte découlant de l'utilisation de pièces non fabriquées par un fabricant d'équipement d'origine ne sera couvert par la garantie.
- Une preuve d'exécution de tous les travaux d'entretien requis doit être présentée sur demande.
- 10. La présente garantie couvre les déplacements aller-retour d'un maximum de 480 km (300 miles) et de sept heures et demie (7,5) (par déplacement, selon le moindre des deux) à partir du fournisseur de services d'entretien agréé indépendant le plus près. Tout déplacement supplémentaire requis ne sera pas couvert.
- 11. Les moteurs, les pièces d'entraînement et les réservoirs de carburant utilisés dans les systèmes d'alimentation de secours de Generac peuvent être protégés au titre de la garantie d'un fabricant d'équipement distinct (les « garanties des fabricants d'équipement d'origine »), sauf indication expresse à l'effet contraire. Les garanties des fabricants d'équipement d'origine s'ajoutent à la présente garantie. Toute d'equipement d'origine s'ajoutent a la presente garantie. I oute réclamation au titre de la garantie pour vices de matériaux ou de fabrication de pièces d'un fabricant d'équipement d'origine sur un produit Generac peut être faite auprès du distributeur ou du réseau de fournisseurs de ce fabricant d'équipement d'origine. Les garanties des fabricants d'équipement d'origine peuvent varier et faire l'objet de modifications. Generac n'a aucune responsabilité découlant des garanties offertes par les fabricants d'équipement d'origine.

Les éléments suivants ne seront PAS couverts par la présente garantie :

- 1. Les coûts d'entretien normal (c'est-à-dire mises au point, réglages de pièces associées, ajustements, resserrage de fixations, installation et
- Les dommages ou défaillances du générateur et/ou du commutateur de transfert causés par un accident, le transport, la manutention ou un entreposage inadéquat.
- Les dommages/défaillances causés par l'utilisation de carburants inappropriés ou l'utilisation à des vitesses, avec des charges ou selon une installation autres que ce qui est recommandé ou spécifié par Generac Power Systems.
- Les dommages au générateur et/ou au commutateur de transfert causés par l'utilisation de pièces ou d'équipement non fabriqués par Generac, de carburant, d'huile, de liquide de refroidissement et d'antigel contaminé ou encore du manque de carburant, d'huile, de liquide de refroidissement et d'antigel.
- liquide de refroidissement et d'antigel.

 Les défaillances causées par l'usure normale, un accident, une utilisation inappropriée, une utilisation abusive, une négligence, une installation inadéquate, un dimensionnement inadéquat ou une infestation de rongeurs, de reptiles ou d'insectes.
- L'équipement de location utilisé pendant que des réparations sous garantie sont effectuées et/ou tout équipement extraordinaire utilisé pour retirer ou réinstaller le générateur (c'est-à-dire grues, appareils de levage, élévateurs, etc.). Les avions, les traversiers, les trains, les autobus, les hélicoptères,
- les motoneiges, les dameuses, les véhicules hors route ou tout autre moyen de transport jugé non standard par Generac.

- 8. Les produits modifiés ou altérés d'une manière qui n'a pas été autorisée par écrit par Generac.
- Les batteries de démarrage, les fusibles, les ampoules électriques, les fluides de moteur et toute main-d'œuvre connexe
- **10.** Les boîtiers en acier qui rouillent en raison d'une installation inadéquate, d'une installation dans un environnement difficile ou salin ou d'égratignures qui compromettent l'intégrité de la peinture appliquée sur le boîtier.
- 11. Les appareils vendus, cotés ou utilisés selon les applications suivantes, telles qu'elles sont définies par Generac : « puissance électrique de base », « monté sur remorque » ou « unité de location ». Veuillez communiquer avec un fournisseur de services d'entretien agréé indépendant pour obtenir les définitions.
- 12. Les coûts d'expédition liés à l'expédition accélérée.
- 13. Les coûts supplémentaires liés aux heures supplémentaires, aux jours fériés ou aux services d'urgence pour toute réparation effectuée en dehors des heures normales de bureau.
- 14. Tout dommage accessoire, subséquent ou indirect causé par un défaut de matériau et de fabrication ou par tout retard dans la réparation ou le remplacement de pièces défectueuses.
- 15. Les défaillances causées par un cas de force majeure ou une cause externe y compris, sans toutefois s'y limiter, le feu, le vol, le gel, la guerre, la foudre, un tremblement de terre, une tempête, la grêle, la pluie, une tornade, un ouragan ou toute autre situation raisonnablement hors du contrôle du fabricant.

LA PRÉSENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES. EN PARTICULIER, GENERAC N'OFFRE AUCUNE AUTRE GARANTIE QUANT À LA QUALITÉ MARCHANDE OU À LA CONVENANCE À UN USAGE PARTICULIER. TOUTE GARANTIE IMPLICITE AUTORISÉE PAR LA LOI SERA LIMITÉE À LA DURÉE DE LA PÉRIODE DE LA PRÉSENTE GARANTIE EXPLICITE, CERTAINS ÉTATS OU PROVINCES NE PERMETTENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE ET, PAR CONSÉQUENT, LA PRÉSENTE LIMITATION PEUT NE PAS S'APPLIQUER. LA RESPONSABILITÉ DE GENERAC SE LIMITERA À LA RÉPARATION OU AU REMPLACEMENT DES PIÈCES, COMME INDIQUÉ PRÉCÉDEMMENT. EN AUCUN CAS GENERAC NE POURRA ÊTRE TENUE RESPONSABLE DE DOMMAGES ACCESSOIRES OU SUBSÉQUENTS, MÊME SI LES DOMMAGES RÉSULTENT DIRECTEMENT DE LA NÉGLIGENCE DE GENERAC. CERTAINS ÉTATS OU PROVINCES N'AUTORISENT PAS L'EXCLUSION NI LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS ET, PAR CONSÉQUENT, LA LIMITATION ÉNONCÉE CI-DESSUS PEUT NE PAS S'APPLIQUER. CETTE GARANTIE VOUS CONFÉRE DES DROITS LÉGAUX PRÉCIS. VOUS POUVEZ ÉGALEMENT JOUIR D'AUTRES DROITS EN VERTU DES LOIS APPLICABLES.

POUR L'AUSTRALIE UNIQUEMENT: Nos produits sont fournis avec des garanties qui ne peuvent être exclues en vertu de la loi australienne sur la consommation (Australian Consumer Law). Vous avez droit à un remplacement ou à un remboursement pour une défaillance majeure et à une indemnisation pour toute autre perte ou tout dommage raisonnablement prévisible. Vous disposez également d'un droit à la réparation ou au remplacement si les produits ne sont pas d'une qualité acceptable et si cette défaillance n'est pas considérée comme majeure.

POUR LA NOUVELLE-ZELANDE UNIQUEMENT: Cette garantie n'exclut, ne restreint ni ne modifie aucune condition, aucun droit de garantie ou recours qui, conformément à la législation de Nouvelle-Zélande (Commonwealth ou État), y compris la loi sur la pratique commerciale loyale de 1986 (Fair Trading Practices Act) ou la loi sur la protection du consommateur de 1993 (CGA ou Consumer Guarantees Act), s'applique à cette garantie limitée et ne peut pas être exclue, restreinte ou modifiée. Cette garantie ne vise en aucun cas à contourner les dispositions de la CGA, sauf dans la mesure permise par cette loi, et ces termes doivent être modifiés dans la mesure nécessaire pour donner effet à cette intention. Si vous faites l'acquisition d'un produit de Generac Power Systems ou d'un de ses distributeurs et revendeurs autorisés à des fins commerciales, alors, conformément à l'article 43(2) de la CGA, il est convenu que les dispositions de la CGA ne s'appliquent pas.

GENERAC POWER SYSTEMS, INC. • C.P. 8 • Waukesha, WI (É.-U.) 53187 Téléphone : (888) GENERAC (436-3722) • Télécopieur : (262) 544-4851





CERTIFICATE



This is to certify that

Generac Power Systems, Inc.

S45 W29290 Hwy. 59 Waukesha, WI 53189 United States of America

with the organizational units/sites as listed in the annex

has implemented and maintains a Quality Management System.

Scope:

Design, Manufacturing, and Distribution of Generators and Power Products.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001: 2015

Certificate registration no. 10012920 QM15

Date of original certification 2013-12-09

Date of certification 2018-07-16

Valid until 2021-07-15





DQS Inc.

Brad McGuire
Managing Director







Annex to certificate Registration No. 10012920 QM15

Generac Power Systems, Inc.

S45 W29290 Hwy. 59 Waukesha, WI 53189 United States of America

Location	Scope
----------	-------

10012920

Generac Power Systems, Inc. S45 W29290 Hwy. 59 Waukesha, WI 53189 United States of America Design, Manufacturing of Generator Components and Distribution of Service Parts.

10012922

Generac Power Systems, Inc. 211 Murphy Dr. Eagle, WI 53119 United States of America Manufacturing and Distribution of Generators.

10012923

Generac Power Systems, Inc. 757 N. Newcomb St. Whitewater, WI 53190 United States of America Manufacturing and Distribution of Generators and Manufacture of Generator components.

10012924

Generac Power Systems, Inc. 900 N. Parkway Jefferson, WI 53549 United States of America

Manufacturing of Generators and Power Products.

10013528

Generac Power Systems 3815 Oregon St. Oshkosh, WI 54902 United States of America Manufacturing of Generators.

Remote Location Scope

10014175

Generac Power Systems, Inc. 351 Collins Road Jefferson, WI 53549 United States of America The remote location at Jefferson, WI performs the following primary functions: Parts and Components Receiving, Inventory, and Distribution to Generac Locations.





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY **2019 MODEL YEAR CERTIFICATE OF CONFORMITY** WITH THE CLEAN AIR ACT

OFFICE OF TRANSPORTATION AND AIR QUALITY ANN ARBOR, MICHIGAN 48105

Certificate Issued To: FPT Industrial S.p.A.

(U.S. Manufacturer or Importer)

Certificate Number: KFPXL08.7TR3-006

Effective Date: 07/16/2018

Expiration Date: 12/31/2019

Revision Date:

Byron J. Bunker, Division Director **Compliance Division**

N/A

Issue Date:

07/16/2018

Model Year: 2019

Manufacturer Type: Original Engine Manufacturer

Engine Family: KFPXL08.7TR3

Mobile/Stationary Indicator: Stationary Emissions Power Category: 225<=kW<450

Fuel Type: Diesel

After Treatment Devices: No After Treatment Devices Installed

Non-after Treatment Devices: No Non-After Treatment Devices Installed

Pursuant to Section 111 and Section 213 of the Clean Air Act (42 U.S.C. sections 7411 and 7547) and 40 CFR Part 60, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following engines, by engine family, more fully described in the documentation required by 40 CFR Part 60 and produced in the stated model year.

This certificate of conformity covers only those new compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 60 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 60.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 60. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 60.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY 2020 MODEL YEAR CERTIFICATE OF CONFORMITY WITH THE CLEAN AIR ACT

OFFICE OF TRANSPORTATION AND AIR QUALITY ANN ARBOR, MICHIGAN 48105

Certificate Issued To: FPT Industrial S.p.A.

(U.S. Manufacturer or Importer)

Certificate Number: LFPXL08.7TR3-003

Effective Date: 06/24/2019

Expiration Date: 12/31/2020

06/24/2019

Revision Date: N/A

Issue Date:

Model Year: 2020

Manufacturer Type: Original Engine Manufacturer

Engine Family: LFPXL08.7TR3

Mobile/Stationary Indicator: Stationary **Emissions Power Category:** 225<=kW<450

Fuel Type: Diesel

After Treatment Devices: No After Treatment Devices Installed

Non-after Treatment Devices: No Non-After Treatment Devices Installed

Byron J. Bunker, Division Director

Compliance Division

Pursuant to Section 111 and Section 213 of the Clean Air Act (42 U.S.C. sections 7411 and 7547) and 40 CFR Part 60, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following engines, by engine family, more fully described in the documentation required by 40 CFR Part 60 and produced in the stated model year.

This certificate of conformity covers only those new compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 60 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 60.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 60. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void *ab initio* for other reasons specified in 40 CFR Part 60.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

Warranty

United States Environmental Protection Agency Warranty Statement (Stationary Emergency Compression-Ignition Generators)

Warranty Rights, Obligations and Coverage

Your emission-related warranty covers only components whose failure would increase an engine's emissions of any regulated pollutant where they are designed, built, and equipped to be free from defects in materials and workmanship under applicable regulations of section 213 of the clean air act. To receive information about how to make an emission-related warranty claim, and how to make arrangements for authorized repairs call **1-800-333-1322** or **www.generac.com**. Emission- related warranty claims may be denied without proof of proper maintenance or use, accidents beyond the control of the manufacturer, or act of God. Proper maintenance is specified in the Owner's Manual. Usage is limited to stationary emergency operations and 100 hours per year for maintenance and readiness testing. The warranty period begins when the engine is placed into service. Warranty periods for compression ignition engines greater than 25 horsepower is five years. This warranty is applicable to compression-ignition generator models; equal to and larger than an SD80 starting 1/1/2011, equal to and larger than an SD35 starting 1/1/2012, and all compression-ignition generator models starting 1/1/2013.

Important Note

This warranty statement explains your rights and obligations under the Emission Control System Warranty, which is provided to you by Generac pursuant to federal law. Note that this warranty shall not apply to any incidental, consequential or indirect damages caused by defects in materials or workmanship or any delay in repair or replacement of the defective part(s). This warranty is in place of all other warranties, expressed or implied. Specifically, Generac makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.



April 23, 2021, Updated Validity date 5/24/21

Eric Aulls City of Brea 1 Civic Center Circle Brea, CA 92821

Reference: City of Brea Carbon Canyon BPS 3, Generac Quote 20463597

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 175 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- No Enclosure (open-set)
- UL2200
- EPA Certified
- H-100 Control Panel
 - o Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - o Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - o Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - o 2-wire start controls for any 2-wire transfer switch
- 21 Light Annunciator Surface
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- 110 AH, 925 CCA Group 31 Batteries, dual-paralleled, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
 - o 300 Amp
 - Shunt trip and Auxiliary Contacts
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 208 V
- 24 hour fuel tank with 12" normal vent; 2" overfill protection valve with locking cap, this valve will reduce the useable gallons of the fuel tank, overfill protection valve to have scully connector, set shut off at 95%; and 5 gallon fill/spill containment system (open market)

- Seismic isolators by Mason Industries mounted between base frame and engine/alternator assembly.
 (open market)
- Certified seismic type SASE-SS anchor bolts and washers to mount unit to concrete pad are shipped loose open market).
- Certified seismic calculations done by seismic isolator vendor. One set of calculations required per site.
 Seismic qualification/calculations site information form to be completed and submitted at time of order.
 Seismic certificate of compliance per IBC 2012 Section 1708.5. One certificate required per rating.
 Certification is based on calculations and not sharker table testing (open market).
- 3 Owner's Manuals
- Engine Run Relay
- Critical Muffler Ship Loose
- Standard 2-Year Limited Warranty
- SD0175KG176.7D18HPNL3

Total investment for the above equipment (Not including any applicable tax or freight): \$38,741.82

Startup and Test by local authorized Generac Industrial Distributor: \$1,815.00

Optional 4 hour load bank test: \$880.00

Generac's local distributor offers air quality permitting services and generator maintenance agreements. Please inquire with your Generac/Distributor representative if interested.

SPECIAL ADVISORY NOTICE

Freight from factory to Brea, CA:

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT APPLICATIONS

The South Coast Air Quality Management District (SCAQMD) in southern California is undergoing a change to their Rule 1470 which governs stationary compression-ignition/diesel engines in stationary emergency electrical generating sets which will go into effect Jan. 1, 2013. The change to Rule 1470 will involve modifications to administrative and performance requirements, which affect the installation and operation of the generating set. Generators with a stack located within 50 meters of a sensitive receptor will require a diesel particulate filter. This device is not included in this quotation unless noted.

While generating sets produced by Generac Power Systems include the latest EPA-certified compression-ignition/diesel engines allowed for use in stationary emergency applications, special localized requirements may be added and are generally administered through an equipment site permitting process, including a Permit to Construct and Permit to Operate by the air district.

The final SCAQMD Rule 1470 requirements require the addition of a CARB-verified diesel particulate filter device to the exhaust system of the standard federally-compliant engine used on the generating set if the stack is located within 50 meters of a sensitive receptor.

This notice is to alert purchasers and owners/operators of this equipment to this recent development, and that issuance and acceptance of this quotation does not constitute a guarantee by Generac Power Systems or their local distributor of product conformance or instability within the region of SCAQMD jurisdiction or anywhere else that may add additional regulatory requirements during the permitting phases. Generac's local distributor can provide a quotation to add the necessary diesel particulate filters to comply with SCAQMD's new requirements of Rule 1470 modifications.

Terms and Conditions

Terms and conditions as listed on GSA Contract # GS-07F-0407X unless otherwise negotiated. Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory start up.

\$ 3.515.00

Startup will be done during normal business hours. Additional charges will be applied to startups requested on weekends or off normal business hours. Startup is guoted as an open market item.

Prices valid through September 30, 2021. Note, items quoted as open market items are offered at most favorable customer pricing.

Estimated Delivery: 17-19 weeks ARO subject to change. Please confirm with factory at time of order.

FOB: Pre Pay/Origin

GSA Contract# GS-07F-0407X DUNS 006103055 CAGE 3KDJ8

ACCEPTANCE

All quotations are subject to prompt acceptance and transmittal of order. Prices are subject to change without notice unless otherwise stated. Contracts and agreements are not valid unless approved and accepted in writing in the corporate office in Waukesha, WI. However, all contracts shall be deemed to have been executed in Wisconsin.

DELIVERIES

Promises of delivery are given as accurately as conditions will permit, but seller does not guarantee to accomplish shipments on date or dates mentioned.

DELAYS

Deliveries under all contracts and agreements are contingent upon acts of providence, strikes, accidents, governmental priority regulations and other causes of delay beyond the seller's control, and in no event will the seller by liable for consequential delays or losses.

DELAYS OF PAYMENT TO THE SELLER

Payment is due to Generac upon the agreed terms as listed in the quote. Generac is responsible for providing the equipment and services as listed in the quote and is not an installation contractor. Generac is not responsible for cancelations or delays in construction, equipment not being ready for startup as scheduled, improper installation per the equipment installation guidelines, not possessing the proper permits, not meeting NEC, NFPA or any other local or national codes as it pertains to the equipment installation. A fee will be charged of 3% of the equipment cost per month beyond 15 days of the terms listed in the quote for delays in payment for any of the listed reasons. No retention of any portion allowed unless noted in this quotation

NOT A CONTRACTOR

Generac is a supplier of materials and related services as listed in this quote. Generac is not a contractor. Generac is not responsible for any part of the installation of the supplied equipment, including but not limited to the following: permits, meeting installation codes, pouring concrete, building of generator room, plumbing, piping, fuel, proper fuel supply, exhaust system installation, proper ducting, insulation, wiring, mounting, field painting, or anchoring of equipment.

CANCELLATIONS

Orders cannot be scheduled, cancelled, specifications changed or goods returned without seller's prior permission. Acceptance is conditional upon reimbursement for consequential loss to the seller. Change order costs will be quoted by the seller at the time of change. Some change orders may not be possible depending on when changes are requested during production of the order. A minimum 30% restocking fee will be charged for any and all cancelled orders if accepted by the seller. Special orders may not be accepted by the seller for return.

STORAGE FEES

Units stored beyond 15 days of originally scheduled delivery date will be charged 3% of the sell price per month.

SHIPMENT

Off loading and placement of the goods shall be solely your responsibility. All deliveries are Monday through Friday 9:00 a.m. to 3:00 p.m. Second attempt deliveries or deliveries outside normal business hours will be invoiced as necessary. Deliveries to customer's site are subject to standby fees if the truck is not unloaded within one (1) hour of arrival at the customer's site. A standby fee of \$135.00 per hour will be charged for each hour the truck has to wait to be unloaded.

STARTUP & TEST

Generac's local distributor will perform one (1) initial Startup & Test upon completion of installation by others if included in the quote. They will not perform a Startup & Test until you have properly completed the installation and returned the completed Installation Check List to the local distributor. Startup & Test conducted during normal business hours as listed above. Fuel for testing and filling is not included unless as noted in this quote. Startup & Test outside normal business hours will be invoiced as necessary.

- 1. One Startup & Test service call to the jobsite is included unless noted. Additional trips due to jobsite conditions beyond our control will be invoiced as necessary; this includes second trips because of improper or incomplete installation issues.
- 2. Start & Test will be conducted per specifications and using available building load unless noted. Building load should be available during startup & test so the generator can be adjusted properly for the building load. Additional trips to test with building load will be invoiced as necessary.

PERMITS AND LICENSES

Permit costs (including Air Quality/SCAQMD) are not included in this quote unless noted as such on the quote. Generac's local distributor can assist in providing information as may be necessary for the acquisition of permits and licenses. Generac's local distributor offers air quality permitting services at an additional charge if needed.

PURCHASE OR LEASE ORDER POLICY

Orders will be placed when the signed quotations and purchase orders or lease documents are returned to Generac.

WARRANTIES

The seller's liability is limited to making good defects in workmanship or material under the manufacturer's warranty and shall not exceed the purchase price of the defective item. The seller in no event shall be liable for damages to persons or property arising out of the use of items sold. The equipment must have reasonable means and access for warranty repair to be done. This includes the means and access for removal of the complete generator assembly and/or major components. If reasonable access is not provided, additional charges not covered by warranty will apply. This warranty supersedes all prior assurances, written or oral made by the seller, its agents or representatives.

PERFORMANCES

Information provided concerning performance of equipment listed hereon are engineering estimates only and no guarantee to meet such specifications is to be implied.

CONFIDENTIAL INFORMATION

This proposal as well as all information therein, including prints, brochures, etc., are confidential and intended only for the purchaser's use and are not to be used in any way detrimental to the seller.

This quotation is governed by and subject to Generac's Quotation Terms and Conditions located at www.generac.com/about-us/customer-support which are incorporated by reference. Generac's Quotation Terms and Conditions are subject to change at any time and Buyer is advised to review the same before acceptance of future orders. Unless pursuant to a written agreement mutually executed by both parties, the terms of this Quotation shall be binding upon the parties, and any other terms, communications or documents concerning this order are to be disregarded and hereby expressly rejected.

Unless otherwise specifically stated, terms are net on invoice based on the date of invoice. F.O.B. delivered, sales or use taxes, any type of property tax or any manufacturer's or other excise tax levied by federal, state or municipal government or any sub-division thereof, are the liability of the purchaser and if paid by the seller are rechargeable to the purchaser. All sales are subject to the approval of our credit department. This and all subsequent purchases are payable to Generac Power System, Inc. The seller reserves the right to cancel this contract and collect fees as noted in "cancellations" upon:

- 1. Breach of contract by the purchaser.
- 2. Failure by purchaser to make payments as required.
- 3. Insolvency or bankruptcy of the purchaser the seller may require advance payment for security or may cancel an order if the seller, in good faith, doubts the purchaser's ability to pay in general.

No terms contained in the purchaser's purchase order, shipping request or other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of the goods followed receipt of such purchase order or any other communication.

Sincerely,

Lynn S. Jones, CTSM

Account Manager - Government Sales

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the above terms and conditions



Engineering Submittal Package

City of Brea

Prepared and Submitted by:

Lynn Jones Account Manager - Government Sales Generac 920-230-1280 lynn.jones@generac.com www.generac.com

Table of Contents

SPECIFICATION SHEET

0K5096 SD175 6.7L

CONTROL PANEL AND OPTIONS

0161920SBY 10 AMP ENGINE-RUN RELAY

0172110SBY SPEC SHEET H-100 CONTROL PANEL

0604160SSD 21-LIGHT/RELAY PANEL DATA

ALTERNATOR AND OPTIONS

0182630SSD G26 ALT DATA SHEET 200 KW 0187980SBY GENPROTECT DATA SHEET

UNIT OPTIONS

0161970SBY BATTERY INDEX

0180230SBY SPEC SHEET RHINO COAT

0189370SSD EATON CB TABLE THERM/MAG 0191900SBY 2.5A & 10A BATT CHRGR H&G

0192390SSD EATON CB LUG DATA

065801_SBM MUFFLER CRITICAL 4 FLANG 084918H_SBM HEATER BLOCK 1500W 240V

0A5215D_SBM FLEX PIPE 4"

0H4314_SBM EV MUFFLER EXT OP SET D6.7

0L6262 E STOP BRK GLS H PNL SUBM

INSTALLATION DRAWINGS

0J4194 INSTALL D6.7L OPEN SET D-GRP

GENSET ELECTRICAL DRAWINGS

0H9882 WD D6.7L G17 H-PANEL 0H9883 SD D6.7L G17 H-PANEL

SYSTEM INTERCONNECT DRAWINGS

0191120SSD INTERCONNECT DIAG H PANEL

EMISSIONS DATA

 0185140SSD
 SOUND DATA SD175 6.7L

 0185150SSD
 SOUND DATA SD175 6.7L

 A0001316718
 EMISSIONS SD175 D6.7 2021

A0001350199 MFPXL06.7DGS_002

CERTIFICATIONS

0184520SSD QUALITY CERTIFICATION DOC 0K3486 STANDARD 2B WARRANTY

0K8347 ISO CERTIFICATE 9001 : 20

A0000083487 2019 EPA CERT KFPXL06.7DGS-007 A0000519419 2020 EPA CERT LFPXL06.7DGS-005 EMSNWRNTY003 EPA WARRANTY STATEMENT US INDUSTRIAL DIESEL GENERATOR SET

STANDBY POWER RATING

175 kW, 219 kVA, 60 Hz

PRIME POWER RATING*

158 kW, 197 kVA, 60 Hz





*Built in the USA using domestic and foreign parts

*EPA Certified Prime ratings are not available in the U.S. or its Territories.

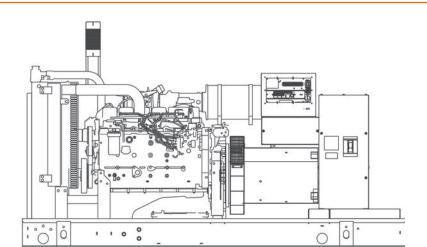


Image used for illustration purposes only

CODES AND STANDARDS

Generac products are designed to the following standards:



UL2200, UL508, UL142, UL498



NFPA70, 99, 110, 37



NEC700, 701, 702, 708



ISO9001, 8528, 3046, 7637, Pluses #2b, 4



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41

POWERING AHEAD

For over 50 years, Generac has led the industry with innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac's gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial application under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

^{**}Certain options or customization may not hold certification valid.

INDUSTRIAL

SD175 | 6.7L | 175 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

STANDARD FEATURES

ENGINE SYSTEM

General

- · Oil Drain Extension
- Air Cleaner
- · Fan Guard
- · Stainless Steel flexible exhaust connection
- · Critical Exhaust Silencer (enclosed only)
- · Factory Filled Oil
- · Radiator Duct Adapter (open set only)

Fuel System

- · Fuel lockoff solenoid
- · Primary fuel filter

Cooling System

- · Closed Coolant Recovery System
- · UV/Ozone resistant hoses
- · Factory-Installed Radiator
- · Radiator Drain Extension
- 50/50 Ethylene glycol antifreeze
- · 120 VAC Coolant Heater

Engine Electrical System

- · Battery charging alternator
- · Battery cables
- · Battery tray
- · Solenoid activated starter motor
- Rubber-booted engine electrical connections

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 leads (3-phase, non 600 V)
- · Class H insulation material
- Vented rotor
- 2/3 pitch
- · Skewed stator
- · Auxiliary voltage regulator power winding
- Amortisseur winding
- Brushless Excitation
- · Sealed Bearings
- Automated manufacturing (winding, insertion, lacing, varnishing)
- Rotor dynamically spin balanced
- · Full load capacity alternator
- · Protective thermal switch

GENERATOR SET

- · Internal Genset Vibration Isolation
- · Separation of circuits high/low voltage
- · Separation of circuits multiple breakers
- · Silencer Heat Shield
- Wrapped Exhaust Piping
- · Silencer housed in discharge hood (enclosed only)
- · Standard Factory Testing
- 2 Year Limited Warranty (Standby rated Units)
- 1 Year Limited Warranty (Prime rated Units)
- · Silencer mounted in the discharge hood (enclosed only)

ENCLOSURE (IF SELECTED)

- Rust-proof fasteners with nylon washers to protect finish
- · High performance sound-absorbing material
- · Gasketed doors

GENERAC

- · Stamped air-intake louvers
- · Air discharge hoods for radiator-upward pointing
- · Stainless steel lift off door hinges
- · Stainless steel lockable handles
- Rhino Coat[™] Textured polyester powder coat

TANKS (IF SELECTED)

- UL 142
- · Double wall
- Vents
- Sloped top
- Sloped bottom
- · Factory pressure tested (2 psi)
- Rupture basin alarm
- Fuel level
- · Check valve in supply and return lines
- Rhino Coat[™]- Textured polyester powder coat
- Stainless hardware

CONTROL SYSTEM



Control Panel

- Digital H Control Panel Dual 4x20 Display
- · Programmable Crank Limiter
- 7-Day Programmable Exerciser
- · Special Applications Programmable PLC
- RS-232/485
- · All-Phase Sensing DVR
- · Full System Status
- · Utility Monitoring
- · Low Fuel Pressure Indication
- 2-Wire Start Compatible
- · Power Output (kW)

- Power Factor
- kW Hours, Total & Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- · Coolant Temperature
- Coolant Level
- Engine Speed
- · Battery Voltage
- Frequency
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- · Waterproof/sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus protocol
- Predictive Maintenance algorithm
- Sealed Boards
- Password parameter adjustment protection

- Single point ground
- 15 channel data logging
- 0.2 msec high speed data logging
- Alarm information automatically comes up on the display

Alarms

- Oil Pressure (Pre-programmable Low Pressure Shutdown)
- Coolant Temperature (Pre-programmed High Temp Shutdown)
- Coolant Level (Pre-programmed Low Level Shutdown)
- Low Fuel Pressure Alarm
- Engine Speed (Pre-programmed Over speed Shutdown)
- Battery Voltage Warning
- Alarms & warnings time and date stamped
- Alarms & warnings for transient and steady state conditions
- Snap shots of key operation parameters during alarms & warnings
- Alarms and warnings spelled out (no alarm codes)

SD175

| **6.7L** | 175 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

INDUSTRIAL

CONFIGURABLE OPTIONS

ENGINE SYSTEM

General

- O Oil Heater
- O Industrial Exhaust Silencer

Fuel System

- O Flexible fuel lines
- O Primary fuel filter

Engine Electrical System

- O 10A UL battery charger
- O 2.5A UL battery charger
- O Battery Warmer

ALTERNATOR SYSTEM

- O Alternator Upsizing
- O Anti-Condensation Heater
- O Tropical coating
- O Permanent Magnet Excitation

ENGINEERED OPTIONS

ENGINE SYSTEM

- O Coolant heater ball valves
- O Block Heaters
- O Fluid containment pans

ALTERNATOR SYSTEM

O 3rd Breaker Systems

CONTROL SYSTEM

- O Spare inputs (x4) / outputs (x4) H Panel Only
- O Battery Disconnect Switch

CIRCUIT BREAKER OPTIONS

- O Main Line Circuit Breaker
- O 2nd Main Line Circuit Breaker
- O Shunt Trip and Auxiliary Contact
- O Electronic Trip Breaker

GENERATOR SET

- O Gen-Link Communications Software (English Only)
- O IBC Seismic Certification
- O 8 Position Load Center
- O 2 Year Extended Warranty
- O 5 Year Warranty
- O 5 Year Extended Warranty

ENCLOSURE

- O Weather Protected
- O Level 1 Sound Attenuation
- O Level 2 Sound Attenuation
- O Steel Enclosure
- O Aluminum Enclosure
- O 150 MPH Wind Kit
- O 12 VDC Enclosure Lighting Kit
- O 120 VAC Enclosure Lighting Kit
- O AC/DC Enclosure Lighting Kit
- O Door Alarm Switch

TANKS (Size on last page)

- O Electrical Fuel Level
- O Mechanical Fuel Level
- O 8" Fill Extension
- O 13" Fill Extension

CONTROL SYSTEM

- O 21-Light Remote Annunciator
- O Remote Relay Panel (8 or 16)
- O Oil Temperature Sender with Indication Alarm
- O Remote E-Stop (Break Glass-Type, Surface Mount)
- O Remote E-Stop (Red Mushroom-Type, Surface Mount)
- O Remote E-Stop (Red Mushroom-Type, Flush Mount)
- O Remote Communication Modem
- O Remote Communication Ethernet
- O 10A Run Relay
- O Ground Fault Indication and Protection Functions

GENERATOR SET

O Special Testing

ENCLOSURE

- O Motorized Dampers
- O Door switched for intrusion alert
- O Enclosure ambient heaters

TANKS

- O Overfill Protection Valve
- O UL2085 Tank
- O ULC S-601 Tank
- O Stainless Steel Tank
- O Special Fuel Tanks (MIDEQ and FL DEP/DERM, etc.)
- O Vent Extensions

RATING DEFINITIONS

Standby - Applicable for a varying emergency load for the duration of a utility power outage with no overload capability.

Prime - Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. A 10% overload capacity is available for 1 out of every 12 hours. The Prime Power option is only available on International applications. Power ratings in accordance with ISO 8528-1, Second Edition

SD175 | 6.7L | 175 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency



APPLICATION AND ENGINEERING DATA

ENGINE	SPECIFICATIONS
General	

Make	Generac
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emissions Data Sheet
Cylinder #	6
Туре	In-Line
Displacement - L (cu ln)	6.7 (406.86)
Bore - mm (in)	104 (4.09)
Stroke - mm (in)	128 (5.2)
Compression Ratio	16.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head Type	4 Valve
Piston Type	Alloy Aluminum
Crankshaft Type	Forged Steel
Engine Governing	
Governor	Electronic Isochronous
Frequency Regulation (Steady State)	+/- 0.25%
Lubrication System	
Oil Pump Type	Gear

Full Flow Cartridge

19.6 (20.7)

Cooling System

Cooling System Type	Closed Recovery
Water Pump	Belt Driven Centrifugal
Fan Type	Pusher
Fan Speed (rpm)	2538
Fan Diameter mm (in)	-
Coolant Heater Wattage	1500
Coolant Heater Standard Voltage	120 V /240 V

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel
Fuel Specifications	ASTM
Fuel Filtering (microns)	5
Fuel Injection	Electronic
Fuel Pump Type	Engine Driven Gear
Injector Type	Electronic
Fuel Supply Line mm (in)	12.7 (0.5) NPT
Fuel Return Line mm (in)	12.7 (0.5) NPT

Engine Electrical System

System Voltage	12 VDC
Battery Charging Alternator	Std
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Oil Filter Type

Crankcase Capacity - L (qts)

Standard Model	520
Poles	4
Field Type	Revolving
Insulation Class - Rotor	Н
Insulation Class - Stator	Н
Total Harmonic Distortion	<5%
Telephone Interference Factor (TIF)	< 50

Standard Excitation	Permanent Magnet
Bearings	Single Seated Cartridge
Coupling	Direct, Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	3
Regulation Accuracy (Steady State)	±0.25%

INDUSTRIAL DIESEL GENERATOR SET **EPA Certified Stationary Emergency**

OPERATING DATA

POWER RATINGS

	Standby		
Single-Phase 120/240 VAC @1.0pf	175 kW	Amps:	729
Three-Phase 120/208 VAC @0.8pf	175 kW	Amps:	607
Three-Phase 120/240 VAC @0.8pf	175 kW	Amps:	526
Three-Phase 277/480 VAC @0.8pf	175 kW	Amps:	263
Three-Phase 346/600 VAC @0.8pf	175 kW	Amps:	210

STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip

		480 VAC						208/24	10 VAC				
<u>Alternator</u>	<u>kW</u>	10%	15%	20%	25%	30%	35%	10%	15%	20%	25%	30%	35%
Standard	200	187	280	373	467	560	653	140	210	280	350	420	490
Upsize 1	250	263	395	527	658	790	922	197	296	395	494	593	692
Upsize 2	300	303	454	605	757	908	1059	227	341	454	568	681	794

FUEL CONSUMPTION RATES*

Diesel - gal/hr (l/hr)

Fuel Pump Lift - ft (m)	Percent Load	Standby
3 (1)	25%	3.9 (14.8)
	50%	7.3 (27.6)
Total Fuel Pump Flow (Combustion + Return)	75%	10.5 (39.7)
29.0 gal/hr	100%	13.5 (51.1)

^{*} Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby	
Coolant Flow per Minute	gal/min (l/min)	44.6 (168.8)	
Coolant System Capacity	gal (L)	7.5 (28.4)	
Heat Rejection to Coolant	BTU/hr	497,718	
Inlet Air	cfm (m³/hr)	7946 (13502)	_
Max. Operating Radiator Air Temp	Fo (Co)	122 (50)	_
Max. Ambient Temperature (before derate)	Fo (Co)	104 (40)	_
Maximum Radiator Backpressure	in H ₂ O	0.5	_

COMBUSTION AIR REQUIREMENTS

		Standby	
Flow at Rated Power	cfm (m³/min)	470 (13.31)	

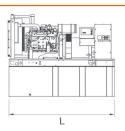
ENGINE			EXHAUST		
		Standby			Standby
Rated Engine Speed	rpm	1800	Exhaust Flow (Rated Output)	cfm (m³/min)	1326 (37.55)
Horsepower at Rated kW**	hp	279	Max. Backpressure (Post Silencer)	inHg (Kpa)	1.5 (5.1)
Piston Speed	ft/min (m/min)	1559 (475)	Exhaust Temp (Rated Output)	°F (°C)	1040 (560)
BMEP	psi	257	Exhaust Outlet Size (Open Set)	mm (in)	101.6 (4)

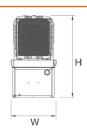
^{**} Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

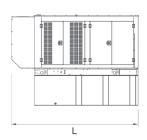
INDUSTRIAL DIESEL GENERATOR SET

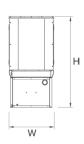
EPA Certified Stationary Emergency

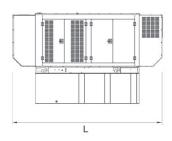
DIMENSIONS AND WEIGHTS*

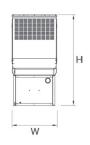


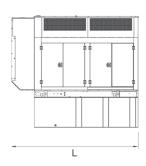


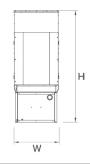












YOUR FACTO	RY RECOGNIZED	GENERAC INDU	STRIAL DEALE	₹

OPEN SET

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Tank & Open Set
NO TANK		117 (2972) x 50 (1270) x 57 (1448)	3980 (1805)
10	134 (507)	117 (2972) x 50 (1270) x 71 (1803)	4764 (2161)
24	322 (1219)	117 (2972) x 50 (1270) x 82 (2083)	5052 (2292)
38	510 (1930.6)	117 (2972) x 50 (1270) x 94 (2388)	5345 (2424)
51	693 (2623.3)	136 (3454) x 53 (1346) x 98 (2489)	5575 (2530)
70	946 (3581)	208 (5283) x 53 (1346) x 98 (2489)	7005 (3117)
98	1325 (5015.7)	278 (7061) x 53 (1346) x 96 (2438)	8020 (3638)

STANDARD ENCLOSURE

RUN TIME USABLE CAPACITY			L x W x H in (mm)	WT lbs (kg) - Enclosure Only		
	HOURS	GAL (L)	LXWXIIII (IIIII)	Steel	Aluminum	
	NO TANK	-	143 (3632) x 50 (1270) x 68 (1727)	_		
	10	134 (507)	143 (3632) x 50 (1270) x 81 (2057)	_		
	24	322 (1219)	143 (3632) x 50 (1270) x 93 (2362)			
	38	510 (1930.6)	143 (3632) x 50 (1270) x 105 (2667)	850 (386)	280 (127)	
	51	693 (2623.3)	143 (3632) x 53 (1346) x 109 (2769)			
	70	946 (3581)	208 (5283) x 53 (1346) x 109 (2769)	_		
	98	1325 (5015.7)	278 (7061) x 53 (1346) x 107 (2718)			

LEVEL 1 ACOUSTIC ENCLOSURE

RUN TIME USABLE		USABLE CAPACITY L x W x H in (mm)		WT lbs (kg) - Enclosure Only		
HOURS	GAL (L)	L X W X IT III (IIIIII)	Steel	Aluminum		
NO TANK	-	168 (4267) x 50 (1270) x 68 (1727)				
10	134 (507)	168 (4267) x 50 (1270) x 81 (2057)				
24	322 (1219)	168 (4267) x 50 (1270) x 93 (2362)				
38	510 (1930.6)	168 (4267) x 50 (1270) x 105 (2667)	1050 (476)	347 (157)		
51	693 (2623.3)	168 (4267) x 53 (1346) x 109 (2769)				
70	946 (3581)	234 (5944) x 53 (1346) x 109 (2769)				
98	1325 (5015.7)	304 (7722) x 53 (1346) x 107 (2718)				

LEVEL 2 ACOUSTIC ENCLOSURE

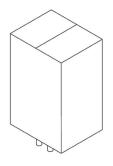
RUN TIME	UN TIME USABLE		WT lbs (kg) - I	Enclosure Only
HOURS	CAPACITY GAL (L)	L x W x H in (mm)	Steel	Aluminum
NO TANK	-	143 (3632) x 50 (1270) x 92 (2337)		
10	134 (507)	143 (3632) x 50 (1270) x 105 (2667)		
24	322 (1219)	143 (3632) x 50 (1270) x 117 (2972)		
38	510 (1930.6)	143 (3632) x 50 (1270) x 129 (3278)	1250 (567)	413 (187)
51	693 (2623.3)	143 (3632) x 53 (1346) x 133 (3378)		
70	946 (3581)	208 (5283) x 53 (1346) x 133 (3378)		
98	1325 (5015.7)	278 (7061) x 53 (1346) x 131 (3327)		

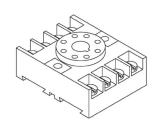
^{*}All measurements are approximate and for estimation purposes only. Sound dBA can be found on the sound data sheet. Enclosure Only weight is added to Tank & Open Set weight to determine total weight.

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.



ENGINE RUN RELAY

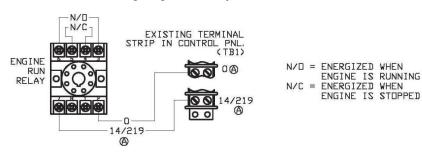




- For use with Generac's Digital Control Platforms
- 10 Amp Contact Rating
- 12 or 24 Volt DC Input
- Contact Open or Closure on Engine Run

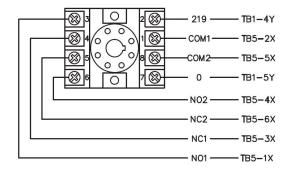
Contacts	
Туре	DPDT
Material	Silver
Rating	UL 10A @ 240VAC 10A @ 30VDC
Coils	
Input Voltage	24VDC
Resistance	400 Ohms
Nominal Power	1.5W

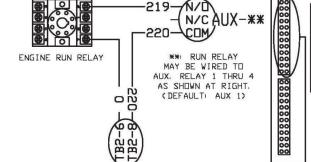
Wiring Diagram with E panel, H-100 Panel



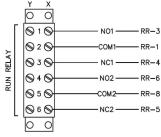
Wiring Diagram with PMDCP

Wiring Diagram with Power Zone Pro Sync

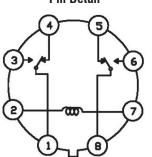




TB5



Pin Detail



1 OF 2



H-100 CONTROL PANEL



The Quiet-Test™ H-100 Control Panel is a digital microprocessor electronic controller that integrates all engine and transfer switch functions into a single control system.

- Digital Controls for All Saftey Shutdowns
- Isochronous Governor Control
- · Digital 3 Phase Sensing Voltage Regulator
- · Sealed Digital Circuit Board
- Mates with HTS Transfer Switch and Any 2-wire Start ATS
- Alarm and Event Logging
- · Built-in Diagnostics
- Internal PLC

Features

- Two 4-line x 20 Displays
- Full System Status
- · 3 Phase Sensing Digital Voltage Regulator
- Remote Ports
 - RS232
 - RS485
 - CANbus
- Waterproof Connections
- Built -in PLC
- Full Range Standby Operation
- Full System Status
 - 3 Phase AC Volts
 - 3 Phase Amps
 - kW
 - Power Factor
 - Reactive Power
 - Oil Pressure
 - Water Temperature
 - Water Level
 - Oil Temperature (Optional)
 - Fuel Pressure
 - Engine Speed
 - Battery Voltage
 - Alternator Frequency
 - Time
 - Date
 - Transfer Switch Status
 - Run Hours
 - Service Reminders
 - Trending
 - Fault History (Alarm Log)
 - I2T Function for Full Generator Protection

- Shutdowns
 - Overvoltage
 - Overspeed
 - Low Oil Pressure
 - High Coolant Temperature
 - Low Coolant Level
- Remote Communications
- · Configurable to NFPA 110, Level 1 or 2
- · Programmable Auto Crank
- Emergency Stop
- On/Off/Manual Switch
- Not in Auto Flashing Light
- Audible Alarm for Fault Condition
- Transfer Switch Logic Communicates with HTS Transfer Switch
- Selectable Low Speed Exercise
- Temperature Range: -40° to +70°C

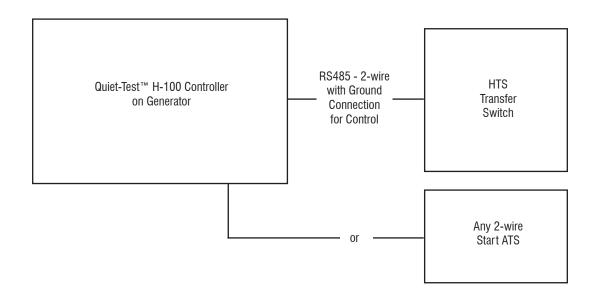
The generator set parameters can be manipulated and monitored without standing in front of the control panel with GenLink® software. The Generac H-100 control panel also monitors and controls transfer switch functions when used with the HTS transfer switch.

- · Monitors Utility Voltage
- Monitors Generator Voltage
- Timer for Line Interrupt Delay
- Timer for Engine Warmup
- Timer for Minimum Engine Run Time
- Timer for Return to Utility Position
- · Timer for Engine Cooldown
- Built-in Exerciser Timer (7 Day)
- Additional 2-wire Start Controls for Any 2-wire Transfer Switch



H-100 CONTROL PANEL

Typical Control Connection





21 LIGHT REMOTE ANNUNCIATOR AND REMOTE RELAY PANEL

Model 0054650 Gray Remote Annunciator Panel without Relays
Model 0054660 Gray Remote Relay Panel without LEDs and Keypad (Relays Only)
Model 0054640 Gray Remote Annunciator Panel with 8 Relays
Model 0056370 Tan Flush Mount Enclosure without Annunciator
Model 0066950 Gray Flush Mount Enclosure without Annunciator



Description:

The Remote Annunciator Panel provides remote monitoring and annunciation of up to 18 generator parameters using LEDs located on the annunciator keypad. It also provides two system level warnings which are System Ready and Communications OK.

The Relay Panel has up to 8 selectable functions on form A relays; multiple relay panels can be connected for all 18 generator parameters.

The specific faults can be selected using either the DIP switches located on the annunciator circuit board or through a computer via the RS232 connection on the circuit board. All relays are energized on power up and open during a fault condition.

Communication is via a RS485 serial data link and power is supplied by the generator battery (\pm 12 VDC or \pm 24 VDC).

The Remote Annunciator Panel complies with NFPA 99 and NFPA 110.

Environmental Specifications:

Operating Temperature	-25 °C to 60 °C
Humidity	
Power Usage	6 WattsTypical
Communication Line	RS485 Fully Isolated Twisted Pair Cable with Shield
Maximum Cable Length	4,000 ft
Relay Output	One NO Contact (Energized when Annunciator is Powered and No Faults are Present)
	30 VDC, 1 Å
Enclosure Rating	NEMA 1
Alarm Horn (Remote Annunciator Panels Only)	



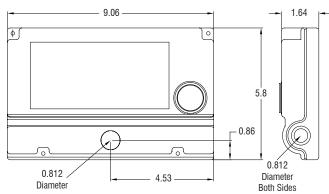
21 LIGHT REMOTE ANNUNCIATOR AND REMOTE RELAY PANEL

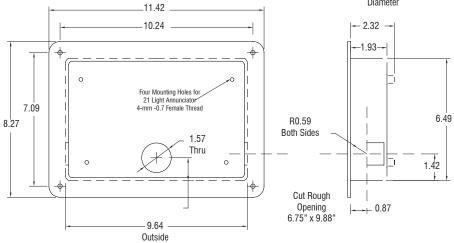
Function	Color	Alarm	Latched
Pre-Low Oil Pressure	Yellow	Yes	Yes
Pre-High Water Temperature	Yellow	Yes	Yes
Pre-Low Water Temperature	Yellow	Yes	Yes
Pre-Low Fuel	Yellow	Yes	Yes
Battery Charge AC Fail	Yellow	Yes	No
Low Battery Voltage	Yellow	Yes	No
High Battery Voltage	Yellow	No	No
Not in Auto	Red	Yes	No
RPM Sensor Loss	Red	Yes	Yes
Overcrank	Red	Yes	Yes
Overspeed	Red	Yes	Yes
Low Oil Pressure	Red	Yes	Yes
High Water Temperature	Red	Yes	Yes
Low Water Level	Red	Yes	Yes
Emergency Stop	Red	Yes	No
Gen Running	Yellow	No	No
Gen Power (ATS)	Yellow	No	No
Line Power (ATS)	Green	No	No
Systems Ready	Green	Yes	No
Communications OK	Green	Yes	No
Spare	Green	No	No

Spare Keypad Switch can be used to implement a remote start function (Model 0054640 only).

Surface Mount Annunciator

The 21 Light Annunciator can mount to a flat surface with connections through the 0.812 inch diameter knockout on the back surface or through 0.812 inch diameter knockouts on sides as shown.





Flush Mount Annunciator

This Flush Mount Box is recessed into the wall opening and the surface mount annunciator mounts to the (4) 4 mm screw holes on the back surface. After wire connections are made the front annunciator cover is attached.

Dimensions are in inches.



ALTERNATOR DATA SHEET K0200124Y21

General Characteristics

Voltages (V)	208/240 and 480	Number of Leads	12
Frequency (Hz)	60	Winding Type	Reconnectable
Phases	3	Air Flow (cfm)	1,660
Speed (rpm)	1,800	Total Harmonic Distortion (%)	<5
Excitation System	PMG	Largest Single Harmonic Value (%)	<3.5
Insulation Class	Н	Telephone Interference Factor (TIF)	<50
Winding Pitch	2/3	Reference Part Number	0L3717E01R

Ratings at 0.8 pf based on 40°C Ambient

Voltage (V)	80°C	Rise	105°C Rise		120°C Rise		150°C Rise	
Voltage (V)	kW	kVA	kW	kVA	kW	kVA	kW	kVA
208/240	152	190	182	227	200	250	214	267
480	152	190	182	227	200	250	214	267

Base Data at 480V, 250 kVA, 1800 RPM, 60 Hz, 3 Phase

Description	Value
Stator Resistance, Line to Line, High Wye Connection (Ω)	0.0151
Rotor Resistance (Ω)	1.0800
Exciter Stator Resistance - PMG (Ω)	6.4250
Exciter Rotor Resistance - PMG (Ω)	0.2060
Excitation Winding Resistance -PMG (Ω)	1.2824
Xd, Direct Axis Synchronous Reactance (p.u.)	3.360
X2, Negative Sequence Reactance (p.u.)	0.230
X0, Zero Sequence Reactance (p.u.)	0.080
X'd, Direct Axis Transient Reactance (p.u.)	0.190
X"d, Direct Axis Subtransient Reactance (p.u.)	0.170
Xq, Quadrature Axis Synchronous Reactance (p.u.)	1.610
T'd, Direct Axis Transient Short Circuit Time Constant (s)	0.103

Description	Value
T"d, Direct Axis Subtransient Short Circuit Time Constant (s)	0.016
T'do, Direct Axis Transient Open Circuit Time Constant (s)	2.245
Ta, Short Circuit Time Constant of Armature Winding (s)	0.028
Phase Sequence CCW-NDE	T1, T2, T3
Voltage Balance, L-L or L-N (%)	2.5
Deviation Factor (%)	< 7
High Wye Connection, Sustained 3-Phase Short Circuit Current (%) - PMG only	300
X/R	11
Short Circuit Ratio	0.53
Heat Rejection (BTU/hr) - 100% Rated Load, 480V, 0.8pf, 120°C Temp. Rise	87,807

Reference: Mil-STD-705B All Ratings are Nominal



ALTERNATOR DATA SHEET K0200124Y21

sKVA

	10%	15%	20%	25%	30%	35%
480 V @ 0.3PF	116	175	246	324	428	552
480 V @ 0.6PF	134	200	286	367	478	589
208/240 V @ 0.3PF	89	132	185	244	325	396
208/240 V @ 0.6PF	99	151	212	275	361	437

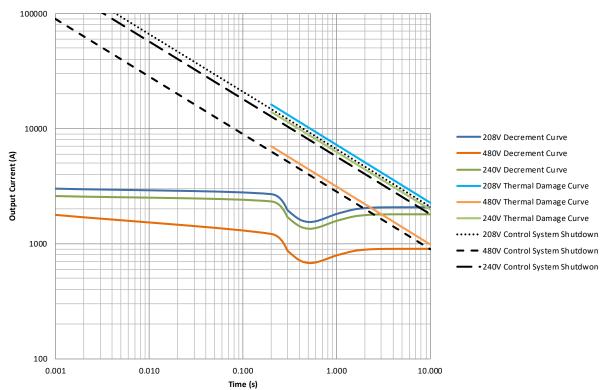
Efficiencies

	480 @ 0.8 PF	480 @ 1.0 PF	208/240 @ 0.8PF	208/240 @ 1.0 PF
20% Rated Power*	79.2	80.3	81.7	82.5
40% Rated Power*	85.5	87.1	86.7	88.2
60% Rated Power*	88.2	90.4	88.6	90.6
80% Rated Power*	88.8	91.6	88.7	91.2
100% Rated Power*	88.6	92.1	88.1	91.2

^{*}Rated Power value is rating kW at 120°C Winding Temp Rise and 0.8pf

LOG LOG Decrement Curve

Balanced 3-Phase Short Circuit Decrement & Thermal Damage Current Limit Curves





GENprotect ™ Seamless Protection for Industrial Power Generators

GENprotect Operation

The design choice of an onsite power system using a Generac Industrial Power Generator assures your emergency power source is protected from unexpected power distribution faults. Typically, a generator will include some type of over-current device, such as a circuit breaker, or be protected by inherent design with the controller protecting the alternator through a protection algorithm. Generac's GENprotect generator protection system monitors the system current output and protects the alternator with extended security against fault scenarios that could occur within the site's downstream distribution system.

It is a common misconception that the alternator's main circuit breaker protects the alternator from a short circuit event. The main output breaker protects the cabling and provides a convenient disconnect. The characteristic trip curve for the industry standard thermal magnetic breaker (MCCB, molded case thermal magnetic or solid state) does not coordinate with the thermal damage limitation for an on-site generator. If circuit breakers are used for generator protection, a solid-state circuit breaker with full adjustments (Long Time, Short Time and Instantaneous, LSI) is required to coordinate the breaker protection curve within the generator thermal damage curve. Historically, this limitation was often accepted in system design since failures of the main generator feeder are extremely rare. Most short circuit events happen at a branch circuit, equipment level, where the fault is easily cleared by the smaller down stream breakers.

Given the mission critical nature of today's back-up power applications, it is more desirable to protect the system against even relatively rare failure modes. As generator controllers have become more powerful it is feasible for manufactures to supply coordinated short circuit protection integral to the generator control system, negating the need for a main-line circuit breaker.

Generac's GENprotect alternator protection algorithm monitors the generator output. If this monitoring senses short circuit current in excess of rated amps, GENprotect steps in to provide a controlled and safe approach to breaker coordination and alternator protection. GENprotect first limits the alternator short circuit current level to 300%. By limiting the available fault current, GENprotect extends the time the alternator can maintain fault current resulting in consistent breaker coordination. Without this functionality a

line to neutral fault may be at 800% of rated current and need to be cleared within 1.4 seconds. The second function GENprotect performs is I2T thermal protection for the alternator. Since a short circuit event can heat the alternator so rapidly, it is not possible to protect the alternator by monitoring temperature. Instead GENprotect calculates the heat energy of the fault current. When this energy reaches the limits of NEMA MG1, GENprotect trips the generator off-line. This configuration ensures the alternator is protected and the power system is ensured 10 seconds of 300% fault current for breaker coordination.

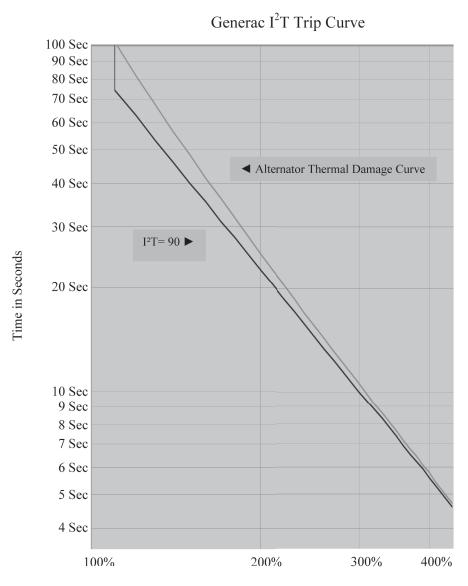
DESCRIPTION

- · GENprotect is an alternator protection algorithm approved by UL.
- · Protects alternator from damage due to shorts and electrical faults.
- · Provides breaker coordination and alternator protection.
- Allows for use of multiple circuit breaker choices, including "no" breaker.





GENprotect ™ **Seamless Protection for Industrial Power Generators**



Current in Multiplier of Genset Rating

The above Figure shows the Generac GENprotect thermal protection curve for use in protection and coordination studies. The alternator Thermal Damage Curve is shown just to the right of the GENprotect protection curve. If the alternator load is greater than the thermal damage protection curve for the alternator, the generator set will trip off-line. For example, an overload current of 110% for 75 seconds causes an overload alarm and will trip the generator off-line, shutting down the engine. GENprotect will provide generator protection over a full range of time and current, from instantaneous faults to overloads lasting several minutes. An advantage of GENprotect over a MCCB is that GENprotect allows for downstream breakers to clear faults without tripping the generator off-line, providing selective coordination with the first level of downstream breakers.

1 OF 1

INDUSTRIAL GENSET - BATTERY INDEX

• Warranty by Exide Corp. • Exide e-mail: tbgna@exide.com • 800-782-7848 National Hot line

INDIISTRIAI DIESEI GENSETS - AVAILARIE RATTERIES

INDUSTRIAL SPAR	K-IGNITED G	ENSETS -	AVAILABLE B	ATTERIES	GENERAC	PART #		
Engine	System Voltage	Battery Quantity	058208 (Group 24F)	077483 (Group 26)	058665 (Group 27F)	061119 (Group 31)	061104 (Group 8D)	BT0015A02 (Group 8D)
G2.4	12	1		Χ				
G4.5	12	1			X	Χ		
G9.0	12	1			X	Χ		
G14.2	24	2					X	
G21.9	24	2					X	
G25.8	24	2					Х	
G33.9	24	4					Χ	
G49.0	24	4					Х	Х

CENEDAC DADT #

INDOS I RIAL DIESEL	DOSINIAL DIESEL GENSEIS - AVAILABLE BAI IENIES		GENER			
Engine	System Voltage	Battery Quantity	058665 (Group 27F)	061119 (Group 31)	061104/BT0015A00 (Group 8D)	BT0015A02 (Group 8D)
D2.2 Perkins	12	1	Χ	Χ		
D2.4 Generac	12	1	Χ	Х		
D3.4 Generac	12	1	Χ	Х		
D4.5 FPT	12	1		Χ		
D6.7 FPT 100, 130kW	12	1 or 2 [†]		Χ		
D6.7 FPT 150, 175kW	12	2†		Χ		
D8.7 FPT	24	2		Χ		
D10.3 FPT	24	2		Χ	Χ	
D12.9 FPT	24	2		Χ	Χ	
D12.5 Perkins	24	2			Χ	
D15.2 Perkins	24	2			Χ	
D16.0 Volvo	24	2		Χ	Χ	
D18.1 Perkins	24	2			Χ	
D33.9 MHI	24	2			Χ	Χ
D37.1 MHI	24	4			Χ	Χ
D49.0 MHI	24	4			Χ	Χ
D65.4 MHI	24	4			Χ	Χ

			DIMENSIONS	DIMENSIONS (in) NOMINAL		
Part Number	Group Number*	Nominal CCA @ 0° F	L	W	Н	
058208	24F	525	6.75	10.63	9.00	
077483	26	525	6.75	8.25	7.75	
058665	27F	700	6.75	12.50	9.00	
061119	31	925	6.75	13.00	9.40	
061104/ BT0015A00	8D	1,155	11.00	20.80	10.00	
BT0015A02	8D	1,300	11.00	20.80	10.00	

All batteries are 12V, 6 cell construction, lead calcium type. For 24V systems, batteries are wired in series.

X Battery available with electrolyte and installed in genset.

[†] Single or dual-paralleled battery options are available on 100 and 130kW. Single-battery option not available on 150 and 175kW.

^{*} BCI Group Size reference.

RhinoCoat™









Generac's RhinoCoat™ finish system provides superior durability as a standard for all Generac Industrial enclosures, tanks and frames.*

Testing Standards

Generac's RhinoCoat™ finished surfaces are subjected to numerous tests. These include:

ASTM D - 1186 - 87	2.5+ MIL Paint Thickness
ASTM D - 3363 - 92a	
ASTM D 522 - B	
ASTM D 3359 - B	
ASTM B117 D 1654	Resistant to Salt Water Corrosion
ASTM D1735 D 1654	Resistant to Humidity
ASTM 2794 93 (2004)	Exceptional Impact Resistance
SAEJ1690 - UV Specifications	UV Protection

In addition to the testing standards above, Generac adds the following test requirements more specific to generator applications:

- · Resistant to Typical Oils
- Resistant to Typical Fuels
- Resistant to Typical Antifreeze
- Resistant to Distilled Water

Primary Codes and Standards





^{*}RhinoCoat™ powder coat paint is durable and corrosion resistant however it is not a rust preventative. Generac pretreats all powder coated parts to assist with resistance to corrosion.



EATON CIRCUIT BREAKER DATA Standard (80% Rated) Thermal-Magnetic

AMPS	VOLTS	ACCESSORIES	EATON PART NUMBER	SERIES	FRAME	GENERAC PART NUMBER
15		No Accessories	FG3015			0H9294TA00
10		Shunt Trip and Aux. Contacts	FG3015A12S03			0H9294TAB0
20		No Accessories	FG3020			0H9295TA00
20		Shunt Trip and Aux. Contacts	FG3020A12S03			0H9295TAB0
25		No Accessories	FG3025			0J0248TA00
20		Shunt Trip and Aux. Contacts	FG3025A12S03			0J0248TAB0
30	No Accessories FG3030 Shunt Trip and Aux. Contacts FG3030A12S03		0H9296TA00			
30		Shunt Trip and Aux. Contacts	FG3030A12S03			0H9296TAB0
25	_	No Accessories	FG3035			0H9297TA00
35		Shunt Trip and Aux. Contacts	FG3035A12S03			0H9297TAB0
40		No Accessories	FG3040			0H9298TA00
40		Shunt Trip and Aux. Contacts	FG3040A12S03			0H9298TAB0
4E		No Accessories	FG3045			0H9299TA00
45		Shunt Trip and Aux. Contacts	FG3045A12S03			0H9299TAB0
F0		No Accessories	FG3050			0H9300TA00
50		Shunt Trip and Aux. Contacts	FG3050A12S03			0H9300TAB0
60		No Accessories	FG3060			0H9301TA00
60		Shunt Trip and Aux. Contacts	FG3060A12S03		F-Frame	0H9301TAB0
70	600	No Accessories	FG3070			0H9302TA00
70		Shunt Trip and Aux. Contacts	FG3070A12S03			0H9302TAB0
00		No Accessories	FG3080	C		0J0841TA00
80		Shunt Trip and Aux. Contacts	FG3080A12S03			0J0841TAB0
00		No Accessories	FG3090			0J0837TA00
90		Shunt Trip and Aux. Contacts	FG3090A12S03			0J0837TAB0
100		No Accessories	FG30100			0H9314TA00
100	-	Shunt Trip and Aux. Contacts	FG3100A12S03			0H9314TAB0
405		No Accessories	FG30125			0J0231TA00
125	-	Shunt Trip and Aux. Contacts	FG3125A12S03			0J0231TAB0
150		No Accessories	FG30150			0H9315TA00
150		Shunt Trip and Aux. Contacts	FG3150A12S03			0H9315TAB0
475		No Accessories	FG30175			0H9316TA00
175		Shunt Trip and Aux. Contacts	FG3175A12S03			0H9316TAB0
000	-	No Accessories	FG30200			0J0232TA00
200		Shunt Trip and Aux. Contacts	FG3200A12S03			0J0232TAB0
005	-	No Accessories	FG3225			0H9317TA00
225		Shunt Trip and Aux. Contacts	FG3225A12S03			0H9317TAB0
050	-	No Accessories	JG3250		I.E.	0H9318TA00
250	-	Shunt Trip and Aux. Contacts	JG3250A12S43		J-Frame	0H9318TAB0
000		No Accessories	KG3300		1, 5	0H9319TA00
300		Shunt Trip and Aux. Contacts	KG3300A12S43		K-Frame	0H9319TAB0



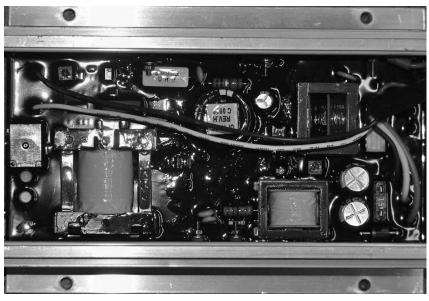
EATON CIRCUIT BREAKER DATA Standard (80% Rated) Thermal-Magnetic

AMPS	VOLTS	ACCESSORIES	EATON PART NUMBER	SERIES	FRAME	GENERAC PART NUMBER
350		No Accessories	KG3350			0H9320TA00
330		Shunt Trip and Aux. Contacts	KG3350A12S43		K-Frame	0H9320TAB0
400		No Accessories	KG3400		N-FIAIIIE	0H9321TA00
400		Shunt Trip and Aux. Contacts	KG3400A12S43			0H9321TAB0
450		No Accessories	LG3450			0H9322TA00
400		Shunt Trip and Aux. Contacts	LG3450A12S03			0H9322TAB0
500		No Accessories	LG3500		L-Frame	0H9323TA00
500		Shunt Trip and Aux. Contacts	LG3500A12S03			0H9323TAB0
600		No Accessories	LG3600			0H9324TA00
000		Shunt Trip and Aux. Contacts	LG3600A12S03	C		0H9324TAB0
700		No Accessories	MDL3700			0H9325TA00
700		Shunt Trip and Aux. Contacts	MDL3700A06S02		M-Frame	0H9325TAB0
800		No Accessories	MDL3800		IVI-FIAITIE	0H9326TA00
000	600	Shunt Trip and Aux. Contacts	MDL3800A06S02			0H9326TAB0
900*	600	No Accessories	NG3900			0H9327TA00
900"		Shunt Trip and Aux. Contacts	NG3900A12S03			0H9327TAB0
1,000*		No Accessories	NG31000		N Frama	0H9328TA00
1,000"		Shunt Trip and Aux. Contacts	NG31000A12S03		N-Frame	0H9328TAB0
1 000*		No Accessories	NG31200			0H9329TA00
1,200*		Shunt Trip and Aux. Contacts	NG31200A12S03			0H9329TAB0
1 400*		No Accessories	RGH316033MY22			0H9360EAN0
1,400*		Shunt Trip and Aux. Contacts	RGH316033MA12S21Y22			0H9360EANB
1 600*		No Accessories	RGH316033MY22			0H9361EAN0
1,600*		Shunt Trip and Aux. Contacts	RGH316033MA12S21Y22	G	RG-Frame	0H9361EANB
2,000*		No Accessories	RGH320033M	_ G	nu-riaille	0H9367EAN0
۷,000		Shunt Trip and Aux. Contacts	RGH320033MA12S21			0H9367EANB
0 500*		No Accessories	RGH325033M			0H9368EAN0
2,500*		Shunt Trip and Aux. Contacts	RGH325033MA12S21			0H9368EANB

^{*}LS-type electronic trip breaker equipped with RMS 310+ trip unit.



BATTERY CHARGER 2.5 amp and 10 amp



Battery charger shown from inside of control panel enclosure. Connections are made via an attached harness.

The Generac 2.5 amp 12 volt and 10 amp 12/24 volt battery chargers are designed to work with Generac Industrial Controls to provide the ultimate in automatic battery voltage maintenance.

The 2.5 amp charger is self-regulating and produces instantaneous output current adjustments to keep the battery charged to an optimum level. Battery voltage is read on the control panel digital display.

The 10 amp charger has automatic float and equalize control. It precisely monitors the battery's voltage and automatically activates the correct charging mode. The charge rate is limited and controlled to efficiently and safely maintain ideal battery levels under varying conditions.

The equalize system uses a control circuit to limit charging current to 10 amps. When battery voltage drops below a preset level, charging current increases to 5 amps and then to the 10 amp charge rate if needed. When the battery reaches maximum charge, the charger switches to float mode to supply just enough current to maintain the battery at or above 13/26 volts. Battery voltage and charging current are read at the control panel digital display.

Specifications	2.5A	10A
Nominal Input	120 VAC	120 VAC
Operating AC Line Voltage Range	108 to 132 VAC	108 to 132 VAC
Input AC Line Frequency	50/60 Hz	50/60 Hz
Battery Fuse	N/A	15 A
Nominal Charge Rate	2.5 A	10 A
Equalize Voltage	N/A	13.8/27.6 V
Float Voltage	13.4 V	13.0/26.0 V
Current @ Equalize to Float Transition	N/A	5 A
Battery Under-voltage shutdown	N/A	11/22 V
LED Indicators	No	Yes
AC Line Voltage	N/A	Green LED
Battery Connected and Charging	N/A	Yellow LED
Battery Current Drain	30 mA	30 mA
AC Line Connection	Connector Plug	Connector Plug
Battery Connection	Connector Plug	Connector Plug
Control Connection		AC Power Fail Form Relay Form C 2 A Rating
CUL Recognized	Yes	Yes
NFPA 110 Compliant	No	Yes
AGM Compatible	No	Yes
UL1236	No	Yes
CSA 22.2 No. 107	No	Yes





EATON CIRCUIT BREAKER DATA LUG INFORMATION

Eaton Series C Circuit Breaker Lugs

			Standard Lug		
Amps	Series	Frame	Eaton Part #	Wire (QTY) Size	
15-70	С	G	-	(1) #10-1/0	
15-100	С	F	3T100FB	(1) #14-1/0	
125-200	С	F	3TA225FD	(1) #4-4/0	
225	С	F	3TA225FDK	(1) #6-300MCM	
250	С	J	TA250KB	(1) #4-350MCM	
300	С	K	TA350K	(1) 250-500MCM	
350-400	С	K	3TA400K	(2) 3/0-250MCM	
450-500	С	L	TA602LD	(2) 3/0-350MCM	
600	С	L	3TA603LDK	(2) 400-500MCM	
700-800	С	M	TA800MA2	(3) 3/0-400MCM	
900-1,000	С	N	T1200NB3	(4) 3/0-400MCM	
1,200	С	N	TA1201NB1	(3) 500-750MCM	

Eaton Series G Circuit Breaker Lugs

			Standard Lug		
Amps	Series	Frame	Eaton Part #	Wire (Qty) Size	
50-250	G	JG	TA250FJ	(1) #8-350MCM	
300-600	G	LG	3TA632LK	(2) #2-500MCM	
900-1,200	G	NG	TA1201NB1	(3) 500-750MCM	
1,400-1,600	G	RG	T1600RD	(4) 1-600MCM	
2,000	G	RG	Lugs Not Included		
2,500	G	RG	Lugs Not Included		



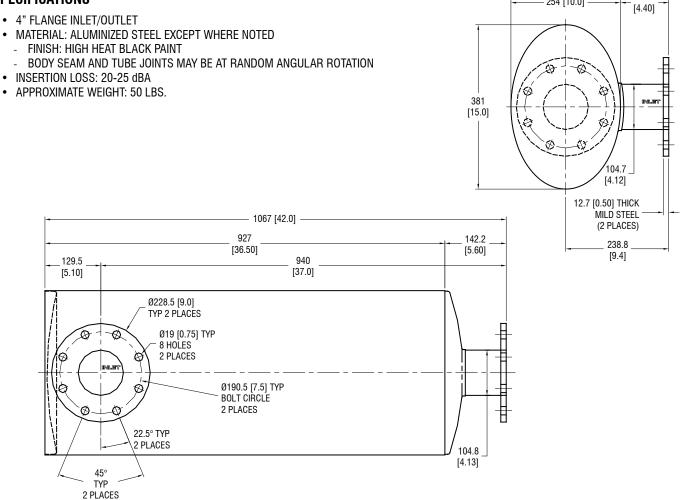
254 [10.0]

112

CRITICAL GRADE SILENCER

SPECIFICATIONS

- 4" FLANGE INLET/OUTLET



DIMENSIONS: mm [INCHES]



COOLANT HEATER OPTION 1500 WATT, 240VAC

SPECIFICATIONS:

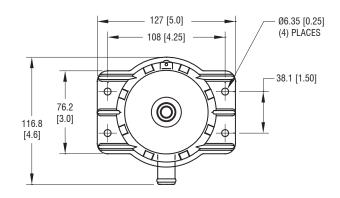
VOLTAGE: 240VAC **HEAT POWER: 1500W**

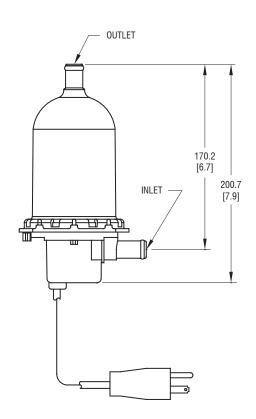
FIXED THERMOSTAT: 100°-120°F **HEATING ELEMENT: INCOLOY 800** MAXIMUM PRESSURE: 90 PSI (620 kPa)

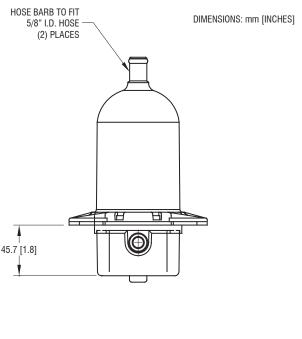
PLUG NEMA STD: 6-15P





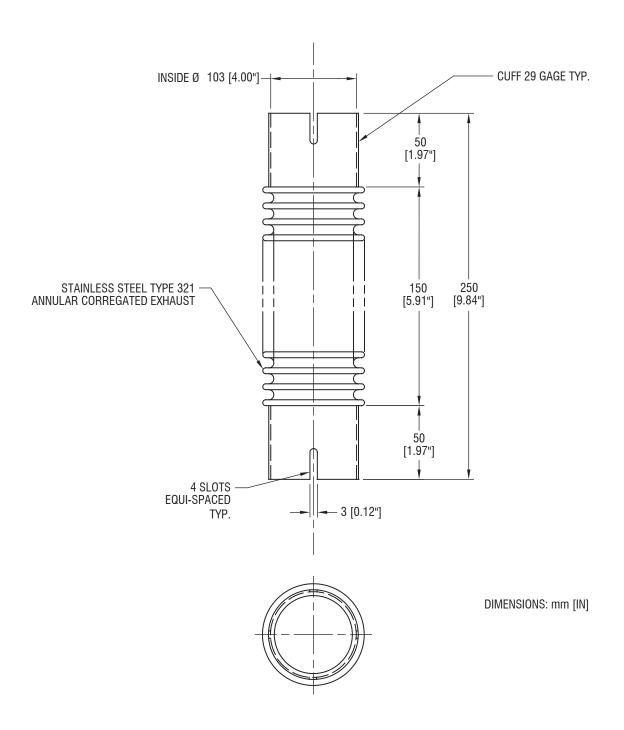






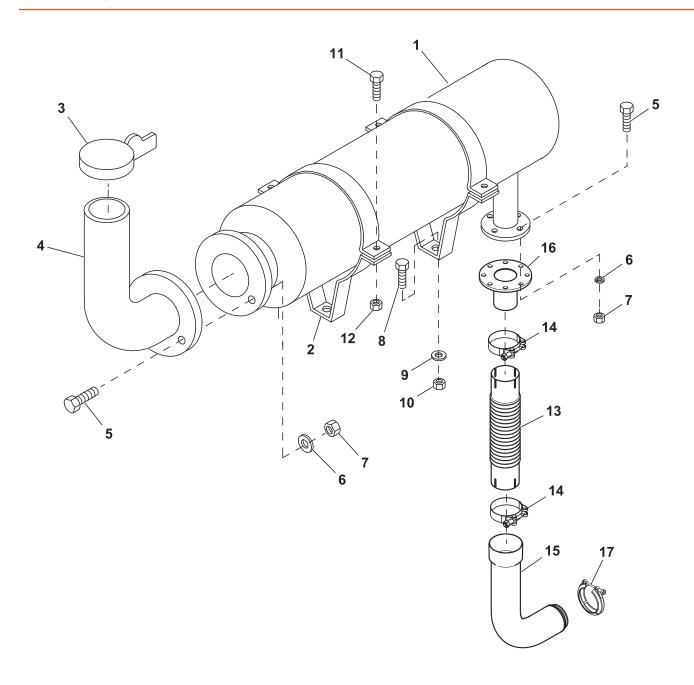


EXHAUST FLEX, 4"





EXHAUST SYSTEMS EXPLODED VIEW 6.7L FPT, 100-175KW





EXHAUST SYSTEMS EXPLODED VIEW 6.7L FPT, 100-175KW

ITEM	PART #	QTY.	DESCRIPTION	
1	065801	1	CRIT MUFFLER 4 FLANGE	
2	065802	2	MOUNTING BAND MUFFLER	
3	065805	1	CAP RAIN 5.00/15.19	
4	064999	1	EXH OUT EXTENSION	
5	023662	16	SCREW HHC 5/8-18 X 2-1/4 G5	
6	022246	16	WASHER LOCK 5/8	
7	025391	16	NUT HEX JAM 5/8-18 STEEL	
8	049814	4	SCREW HHC M10-1.5 X 25 G8.8	
9	022131	4	WASHER FLAT 3/8-M10 ZINC	
10	052859	4	NUT LOCK FL M10-1.50	
11	0A1663	4	SCREW HHC 3/8-16 X 3"	
12	02241	4	NUT HEX 3/8-16 STEEL	
13	0A5215D	1	FLEX PIPE 4"	
14	0C3433C	2	CLAMP BAND 4.0"	
15	0H5071	1	EX EL ASSY OP SET 6.7L G17	
16	0H5125	1	ASSY EXHAUST FLANGE D6.7 G17	
(1)17	0H6348	(REF)	CLIP 6.7L G17	

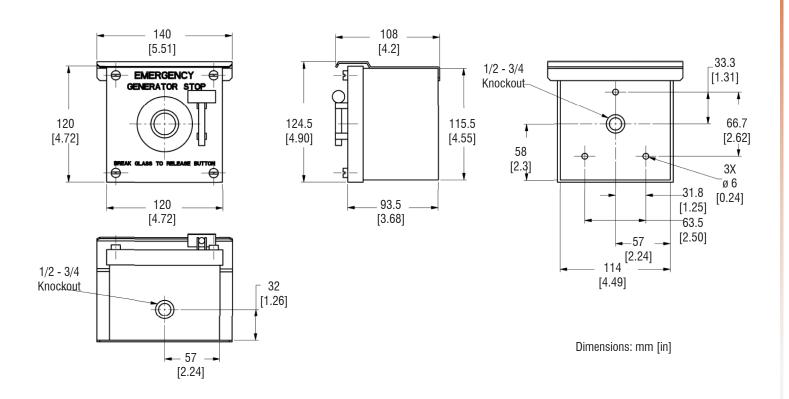
⁽¹⁾ SUPPLIED WITH ENGINE



1 OF 2



REMOTE EMERGENCY STOP SWITCH Break Glass, H-Panel



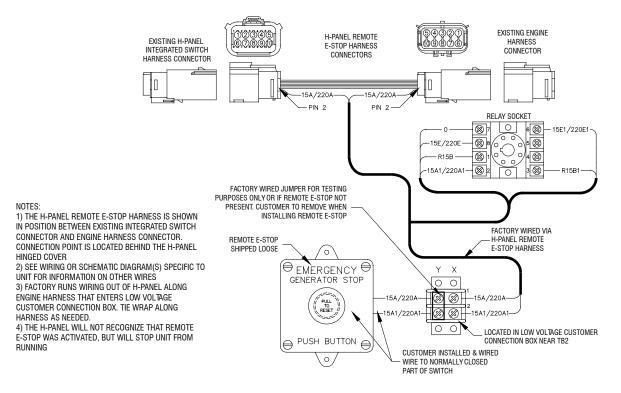
Specifications

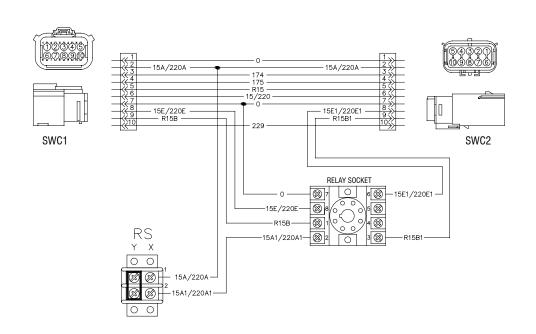
Generac Part Number: 061129D Surface Mount, NEMA 3R 2 Replacement Glasses Painted Steel Enclosure Contact Rating: 10A at 120V

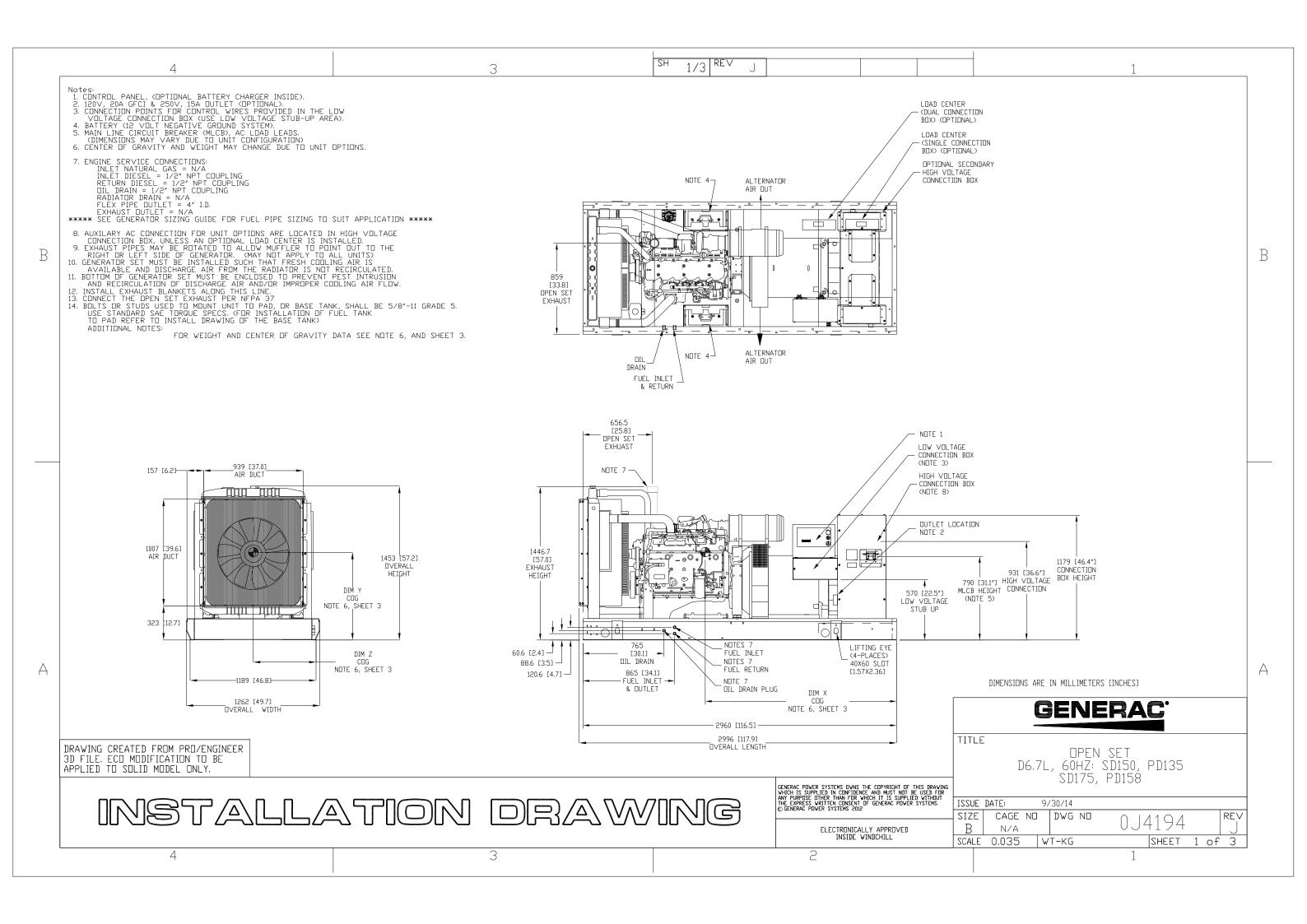


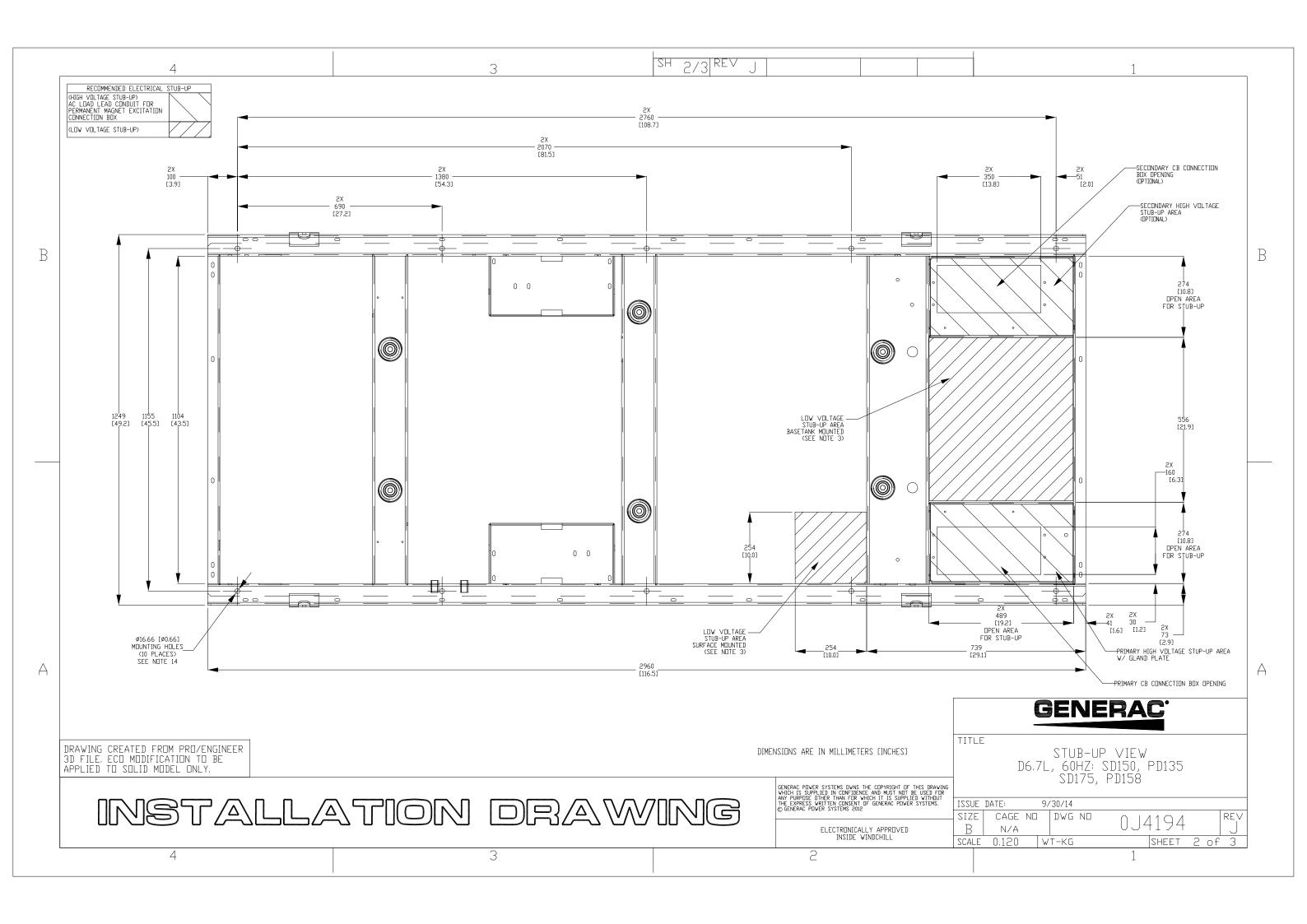
REMOTE EMERGENCY STOP SWITCH Break Glass, H-Panel

Wiring - H-Panel









	4	3	SH 3/3 REV J 1	
		OPEN SET		
	MDDEL VOLTAGE	UPSIZE WEIGHT CENTER OF GRAVITY CENTER OF GRAVITY DIM X DIM Y DIM Z		
	SD150, PD135 240V, 1Ø SD150, PD135 240V, 1Ø	1,566 kg [3,452 lbs] 1668 [65,7] 606 [23,9] 595 [23,4] 200 1,662 kg [3,664 lbs] 1632 [64,3] 601 [23,7] 594 [23,4]		
	SD175, PD158 240V, 1Ø	1,633 kg [3,600 lbs] 1636 [64.4] 602 [23.7] 595 [23.4]		
	SD175, PD158 240V, 1 Ø SD150, PD135 208V, 240V, 480V	200 1,633 kg [3,600 lbs] 1636 [64.4] 602 [23.7] 595 [23.4] 1,778 kg [3,920 lbs] 1559 [61.4] 594 [23.4] 595 [23.4]		
	SD150, PD135 208V, 240V, 480V	200 1,777 kg [3,917 lbs] 1559 [61.4] 594 [23.4] 595 [23.4]		
	SD150, PD135 208V, 240V, 480V SD175, PD158 208V, 240V, 480V	250 1,880 kg [4,144 lbs] 1532 [60.3] 590 [23.2] 594 [23.4] 1,639 kg [3,614 lbs] 1634 [64.3] 601 [23.7] 595 [23.4]	NOTE:	
	SD175, PD158 208V, 240V, 480V	250 1,742 kg [3,840 lbs] 1600 [63.0] 596 [23.5] 594 [23.4]	CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO OPTIONS	
	SD175, PD158 208V, 240V, 480V SD150, PD135 600V	300 1,804 kg [3,977 lbs] 1580 [62.2] 594 [23.4] 594 [23.4] 1,615 kg [3,561 lbs] 1647 [64.8] 603 [23.7] 595 [23.4]		
	SD150, PD135 600V SD150, PD135 600V	200 1,629 kg [3,591 lbs] 1642 [64.6] 602 [23.7] 595 [23.4] 250 1,732 kg [3,818 lbs] 1607 [63.3] 598 [23.5] 594 [23.4]		
	SD175, PD158 600V	1,647 kg [3,631 lbs] 1631 [64.2] 601 [23.7] 595 [23.4]		
	SD175, PD158 600V SD175, PD158 600V	250 1,750 kg [3,858 lbs] 1597 [62.9] 596 [23.5] 594 [23.4] 300 1,812 kg [3,994 lbs] 1577 [62.1] 594 [23.4] 594 [23.4]		
		STD ENCLOSURE, STEEL	STD ENCLOSURE, ALUMINUM	\supset
В	MODEL VOLTAGE	LIBERTE VICION CENTER OF GRAVITY CENTER OF GRAVITY CENTER OF GRAVITY	VETCUT CENTER OF GRAVITY CENTER OF GRAVITY CENTER OF GRAVITY	В
	SD150, PD135 240V, 1 Ø	DIM X DIM Y DIM Z DIM	WELGIT DIM X DIM Y DIM Z	
	SD150, PD135 240V, 1Ø	200 2,069 kg [4,561 lbs] 1725 [67.9] 685 [27.0] 580 [22.9]	1,861 kg [4,102 lbs] 1698 [66.9] 647 [25.5] 578 [22.8]	
	SD175, PD158 240V, 1Ø SD175, PD158 240V, 1Ø	2,040 kg [4,498 lbs] 1730 [68:1] 687 [27:0] 580 [22:9] 200 2,040 kg [4,498 lbs] 1730 [68:1] 687 [27:0] 580 [22:9]	1,832 kg [4,039 lbs] 1703 [67.1] 648 [25.5] 578 [22.8] 1,832 kg [4,039 lbs] 1703 [67.1] 648 [25.5] 578 [22.8]	
	SD150, PD135 208V, 240V, 480V SD150, PD135 208V, 240V, 480V	2,185 kg [4,818 lbs] 1662 [65,4] 675 [26,6] 580 [22,9] 200 2,184 kg [4,814 lbs] 1662 [65,4] 675 [26,6] 580 [22,9]	1,977 kg [4,359 lbs] 1630 [64.2] 638 [25.1] 578 [22.8] 1,976 kg [4,356 lbs] 1630 [64.2] 638 [25.1] 578 [22.8]	
	SD150, PD135 208V, 240V, 480V	250 2,287 kg [5,041 lbs] 1635 [64.4] 668 [26.3] 580 [22.9]	2079 kg [4,583 lbs] 1602 [63:1] 632 [24.9] 578 [22.8]	
	SD175, PD158 208V, 240V, 480V SD175, PD158 208V, 240V, 480V	2,046 kg [4,511 lbs] 1728 [68.0] 686 [27.0] 580 [22.9] 250 2,149 kg [4,737 lbs] 1696 [66.8] 678 [26.7] 580 [22.9]	1,838 kg [4,052 lbs] 1701 [67.0] 648 [25.5] 578 [22.8] 1,941 kg [4,279 lbs] 1667 [65.6] 641 [25.2] 578 [22.8]	
	SD175, PD158 208V, 240V, 480V SD150, PD135 600V	300 2,211 kg [4,874 lbs] 1677 [66.0] 674 [26.5] 580 [22.9] 2,022 kg [4,458 lbs] 1738 [68.4] 689 [27.1] 580 [22.8]	2,003 kg [4,415 lbs] 1647 [64.8] 638 [25.1] 578 [22.8] 1,814 kg [4,000 lbs] 1713 [67.4] 650 [25.6] 578 [22.8]	
	SD150, PD135 600V	200 2,036 kg [4,488 lbs] 1733 [68.2] 688 [27.1] 580 [22.8]	1,828 kg [4,030 lbs] 1708 [67.2] 649 [25.6] 578 [22.8]	
	SD150, PD135 600V SD175, PD158 600V	250 2,139 kg [4,715 lbs] 1700 [66.9] 680 [26.8] 580 [22.9] 2,054 kg [4,529 lbs] 1725 [67.9] 686 [27.0] 580 [22.8]	1,931 kg [4,257 lbs] 1673 [65.9] 642 [25.3] 578 [22.8] 1,846 kg [4,070 lbs] 1698 [66.8] 647 [25.5] 578 [22.8]	
	SD175, PD158 600V	250 2,157 kg [4,755 lbs] 1693 [66.7] 678 [26.7] 580 [22.8]	1,949 kg [4,296 lbs] 1664 [65.5] 640 [25.2] 578 [22.8]	
	SD175, PD158 600V	300 2,219 kg [4,892 lbs] 1674 [65.9] 674 [26.5] 580 [22.8]	2,011 kg [4,433 lbs] 1644 [64.7] 637 [25.1] 578 [22.8]	
		LIA ENCLOSURE, STEEL UBSIZE	L1A ENCLOSURE, ALUMINUM CENTER OF GRAVITY CENTER OF GRAVITY CENTER OF GRAVITY	
	MODEL VOLTAGE	DIM X DIM Y DIM Z	WEIGHT DIM X DIM Y DIM Z	
	SD150, PD135 240V, 1 Ø SD150, PD135 240V, 1 Ø	2,103 kg [4,637 lbs] 1666 [65.6] 714 [28.1] 580 [22.8] 200 2,199 kg [4,847 lbs] 1639 [64.5] 706 [27.8] 580 [22.8]	1,821 kg [4,015 lbs] 1689 [66.5] 666 [26.2] 578 [22.8] 1,917 kg [4,226 lbs] 1656 [65.2] 659 [25.9] 578 [22.8]	
	SD175, PD158 240V, 1 Ø SD175, PD158 240V, 1 Ø	2,170 kg [4,784 lbs] 1643 [64.7] 708 [27.9] 580 [22.8] 200 2,170 kg [4,784 lbs] 1643 [64.7] 708 [27.9] 580 [22.8]	1,888 kg [4,162 lbs] 1661 [65.4] 660 [26.0] 578 [22.8] 1,888 kg [4,162 lbs] 1661 [65.4] 660 [26.0] 578 [22.8]	
	SD150, PD135 208V, 240V, 480V	2,315 kg [5,104 lbs] 1586 [62.4] 695 [27.4] 580 [22.8]	2,033 kg [4,482 lbs] 1593 [62.7] 649 [25.6] 578 [22.8]	
	SD150, PD135 208V, 240V, 480V SD150, PD135 208V, 240V, 480V	200 2,314 kg [5,101 lbs] 1586 [62.4] 695 [27.4] 580 [22.8] 250 2,417 kg [5,328 lbs] 1564 [61.6] 688 [27.1] 580 [22.9]	2,032 kg [4,479 lbs] 1593 [62.7] 649 [25.6] 578 [22.8] 2,135 kg [4,706 lbs] 1567 [61.7] 643 [25.3] 578 [22.8]	
	SD175, PD158 208V, 240V, 480V	2,176 kg [4,798 lbs] 1641 [64.6] 707 [27.8] 580 [22.8]	1,894 kg [4,176 lbs] 1659 [65.3] 660 [26.0] 578 [22.8]	
	SD175, PD158 208V, 240V, 480V SD175, PD158 208V, 240V, 480V	250 2,279 kg [5,024 lbs] 1614 [63.5] 699 [27.5] 580 [22.8] 300 2,341 kg [5,161 lbs] 1599 [63.0] 694 [27.3] 580 [22.8]	1,997 kg [4,402 lbs] 1628 [64.1] 653 [25.7] 578 [22.8] 2,059 kg [4,539 lbs] 1609 [63.3] 649 [25.6] 578 [22.8]	
	SD150, PD135 600∨ SD150, PD135 600∨	2,152 kg [4,745 lbs] 1650 [65.0] 709 [27.9] 580 [22.9] 200 2,166 kg [4,775 lbs] 1646 [64.8] 708 [27.9] 580 [22.8]	1,870 kg [4,123 lbs] 1669 [65.7] 662 [26.0] 578 [22.8] 1,884 kg [4,153 lbs] 1665 [65.6] 661 [26.0] 578 [22.8]	
	SD150, PD135 600V	250 2,269 kg [5,002 lbs] 1619 [63.7] 699 [27.5] 580 [22.9]	1,987 kg [4,380 lbs] 1633 [64.3] 654 [25.7] 578 [22.8]	
	SD175, PD158 600V SD175, PD158 600V	2,184 kg [4,814 lbs] 1639 [64.5] 706 [27.8] 580 [22.8] 250 2,287 kg [5,041 lbs] 1613 [63.5] 698 [27.5] 580 [22.8]	1,902 kg [4,193 lbs] 1656 [65.2] 659 [25.9] 578 [22.8] 2,005 kg [4,420 lbs] 1625 [64.0] 652 [25.7] 578 [22.8]	
	SD175, PD158 600V	300 2,349 kg [5,178 lbs] 1597 [62.9] 693 [27.3] 580 [22.9]	2,067 kg [4,556 lbs] 1607 [63.3] 648 [25.5] 578 [22.8]	
		L2A ENCLOSURE, STEEL	L2A ENCLOSURE, ALUMINUM	
	MDDEL VDLTAGE	UPSIZE WEIGHT CENTER OF GRAVITY CENTER OF GRAVITY DIM Z	WEIGHT CENTER OF GRAVITY CENTER OF GRAVITY CENTER OF GRAVITY DIM Z	
	SDI50, PDI35 240V, 1 Ø SDI50, PDI35 240V, 1 Ø	2,190 kg [4,829 lbs] 1764 [69.4] 831 [32.7] 581 [22.9] 200 2,286 kg [5,039 lbs] 1733 [68.2] 818 [32.2] 581 [22.9]	1,858 kg [4,097 lbs] 1689 [66.5] 666 [26.2] 578 [22.8] 1,954 kg [4,307 lbs] 1657 [65.2] 659 [25.9] 578 [22.8]	
	SD175, PD158 240V, 1Ø	2,257 kg [4,976 lbs] 1739 [68.5] 821 [32.3] 581 [22.9]	1,925 kg [4,245 lbs] 1661 [65.4] 660 [26.0] 578 [22.8]	
	SD175, PD158 240V, 1 Ø SD150, PD135 208V, 240V, 480V	200 2,257 kg [4,976 lbs] 1739 [68.5] 821 [32.3] 581 [22.9] 2,402 kg [5,296 lbs] 1677 [66.0] 802 [31.6] 581 [22.9]	1,925 kg [4,245 lbs] 1661 [65.4] 660 [26.0] 578 [22.8] 2,070 kg [4,565 lbs] 1593 [62.7] 649 [25.6] 578 [22.8]	
	SD150, PD135 208V, 240V, 480V	200 2,401 kg [5,293 lbs] 1677 [66.0] 802 [31.6] 581 [22.9]	2,069 kg [4,561 lbs] 1593 [62.7] 649 [25.6] 578 [22.8]	
	SD150, PD135 208V, 240V, 480V SD175, PD158 208V, 240V, 480V	250 2,504 kg [5,520 lbs] 1652 [65.0] 791 [31.1] 581 [22.9] 2,263 kg [4,989 lbs] 1737 [68.4] 820 [32.3] 581 [22.9]	2,172 kg [4,788 lbs] 1568 [61.7] 643 [25.3] 578 [22.8] 1,931 kg [4,258 lbs] 1659 [65.3] 660 [26.0] 578 [22.8]	Δ
	SD175, PD158 208V, 240V, 480V SD175, PD158 208V, 240V, 480V	250 2,366 kg [5,216 lbs] 1707 [67.2] 807 [31.8] 581 [22.9] 300 2,428 kg [5,352 lbs] 1690 [66.5] 800 [31.5] 581 [22.9]	2,034 kg [4,484 lbs] 1628 [64.1] 653 [25.7] 578 [22.8] 2,096 kg [4,620 lbs] 1610 [63.4] 649 [25.6] 578 [22.8]	1 1
	SD150, PD135 600V	2,239 kg [4,937 lbs] 1746 [68.8] 824 [32.4] 581 [22.9]	1,907 kg [4,205 lbs] 1669 [65.7] 662 [26.0] 578 [22.8]	
	SD150, PD135 600V SD150, PD135 600V	200 2,253 kg [4,967 lbs] 1742 [68.6] 822 [32.4] 581 [22.9] 250 2,356 kg [5,194 lbs] 1712 [67.4] 809 [31.9] 581 [22.9]	1,921 kg [4,235 lbs] 1665 [65.6] 661 [26.0] 578 [22.8] 2,024 kg [4,462 lbs] 1633 [64.3] 654 [25.7] 578 [22.8] GENERAC*	
	SD175, PD158 600V	2,271 kg [5,007 lbs] 1734 [68.3] 819 [32.3] 581 [22.9]	1,757 kg t4,276 t051 1656 t65.21 657 t25.71 576 t22.61	
	SD175, PD158 600V SD175, PD158 600V	250 2,374 kg [5,233 lbs] 1704 [67.1] 806 [31.7] 581 [22.9] 300 2,436 kg [5,370 lbs] 1687 [66.4] 799 [31.5] 581 [22.9]	2,042 kg [4,501 lbs] 1626 [64.0] 652 [25.7] 578 [22.8] 2,104 kg [4,638 lbs] 1608 [63.3] 648 [25.5] 578 [22.8]	
	DRAWING CREATED FROM PRO/ENGINEER		TITLE	
	3D FILE. ECO MODIFICATION TO BE		WEIGHT & CENTER OF GRAVITY	
	APPLIED TO SOLID MODEL ONLY.		D6.7L, 60HZ: SD150, PD135 SD175, PD158	
			GENERAC POWER SYSTEMS OWNS THE COPYRIGHT OF THIS DRAWING WHICH IS SUPPLIED IN CONFIDENCE AND MUST NOT BE USED FOR	
		YION DRAW	GENERAC POWER SYSTEMS 2012 SIZE CAGE NO DWG NO 0 1/10/1 REV	
			ELECTRONICALLY APPROVED BONDA	
			INSIDE WINDCHILL SCALE 0.035 WT-KG SHEET 3 of 3	
	4	3	2 1	

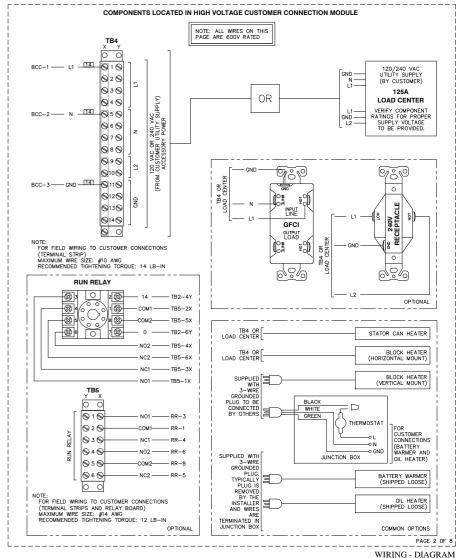
GROUP G NOTE: ALL WIRES 18 AWG 300V UL LISTED UNLESS LEGEND AH1 - ALARM HORN ALT - DC CHARGE GND - GROUND BAR CONNECTION IFT - INTERFACE TRANSFORMER SHOWN OTHERWISE - DC CHARGE ALTERNATOR - ENGINE CONTROL MODULE CONN. - AUTO VOLTAGE REGULATOR BCC - BATTERY CHARGER CO BCH - BATTERY CHARGER CAND - CAN BUS DIAGNOSTIC - BATTERY CHARGER CONNECTOR MLCB - MAIN LINE CIRCUIT BREAKER MOD - MODEM CONNECTOR CB - CIRCUIT BREAKER DPE - NEUTRAL BLOCK - CROSS OVER CONNECTOR - RESISTOR COM - COMMUNICATION CONNECTOR - RELAY BOARD RB_A - RELAY BOARD CONNECTOR RR - RUN RELAY SC - STARTER CONTACTOR SM - STARTER MOTOR CT_ DB - CURRENT TRANSFORMER - DIODE BRIDGE EDC ES1 EXC - ENGINE DIGITAL CONTROL SWI - OFF/AUTO/MANUAL SWITCH SWC - SWITCH CONNECTOR TB_ - TERMINAL PLOCE - EMERGENCY STOP SWITCH - EXCITER - FUSE F_ - FUSE FLS - FUEL LEVEL SENDER GFCI - GROUND FAULT CIRCUIT INTERRUPT WLS_ - COOLANT LEVEL SENDER COMPONENTS LOCATED IN ALTERNATOR CONNECTION BOX WHITE 399A 32-12 399A J2-11 - 398B ---- .12-35 1 399B ⋅ — J2-34 -WHITE 2 398C - J2-10 - 399C · — J2-9 FOR 3ø UNITS ONLY CT1 СТЗ CT2 SEE DRAWING 0H9846 FOR CT WRING COMPONENTS LOCATED IN HIGH VOLTAGE CUSTOMER CONNECTION MODULE CONNECTIONS NOTE: ALL WIRES IN THIS CONNECTIONS FOR 1Ø UNIT SECTION ARE 600V RATED FOR 3Ø UNIT TO GENERATOR TO GENERATOR Aø Bø Cø IFT IFT MLCB MLCB -226 - 47 -226-Ų∐ E1 J ↓↓ E2 E1 E2 E3 N CUSTOMER CUSTOMER CONNECTIONS CONNECTIONS PAGE 1 OF 6

WIRING - DIAGRAM
REVISION: H-9136-D

DATE: 6/9/11

DRAWING #: 0H9882

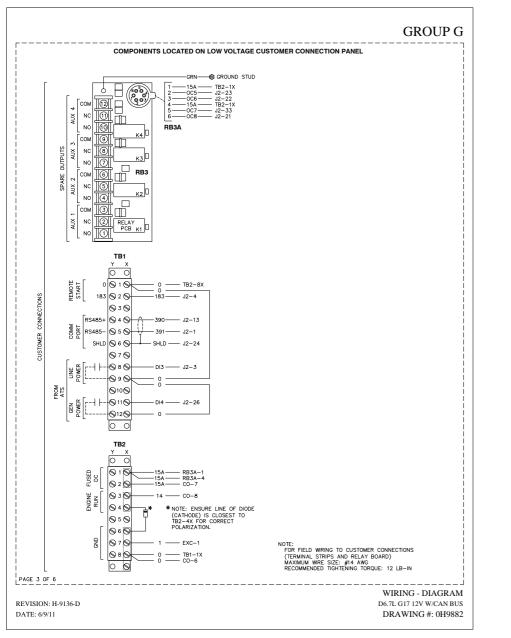
GROUP G



REVISION: H-9136-D

DATE: 6/9/11

D6.7L G17 12V W/CAN BUS DRAWING #: 0H9882



GROUP G COMPONENTS LOCATED IN CONTROL PANEL EDC-2 EDC-37 -56N— 5 -56P— 4 J2-2-J2-25-- 388 J1-14 — 811 J1-26 — 812 12 | 10 | 10 R2 0 8 - 1 ---- TB2-4X -194 ---- J2-31 - 6 ---- PME-3 RB2 1801 6 4 ---- PME-4 (S) RELAY -403-AVR 10012 -406---- J2-30 -405---- J2-19 CAND-T 15F EDC-39 15F J1-23 -256 — 5 - 15 — 4 RB1A J1-22 -J1-34 -256A - 3 -15B - 1 12 (8) 11 EDC --- 15G-EDC-20 --- 56B-AH1 ES1 154 0 0 222 0 0 256 256 15 15 15 15 15 15 15 15 15 15 RB1 (8) ₹ RELAY PCB 1801 14 16 0 — J1-12 TB2-3X 88 **⊗**9 🔊 -15A -15A - 16 16 F1 15A 15A 16 F2 15B - J1-35 F3 10A F4 15D — EDC PAGE 4 OF 6

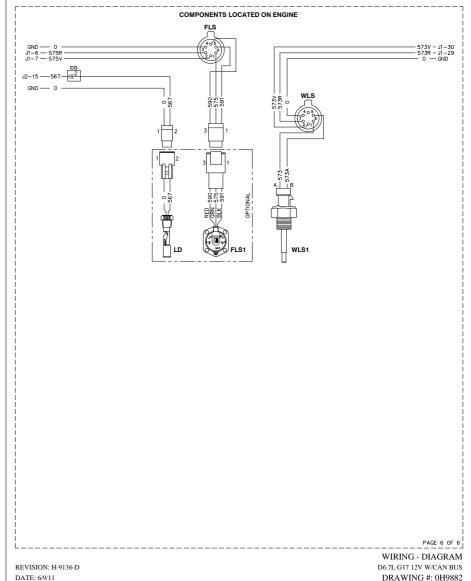
REVISION: H-9136-D

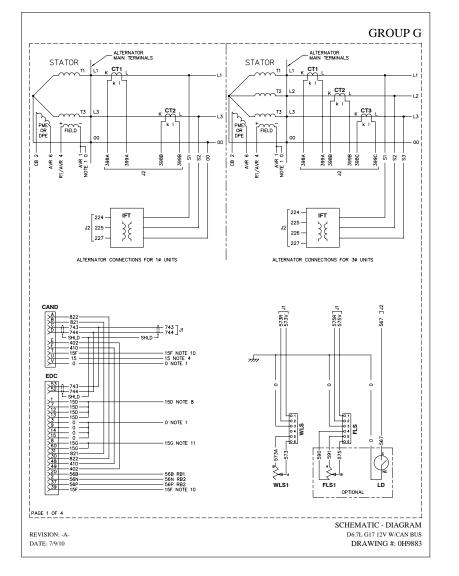
DATE: 6/9/11

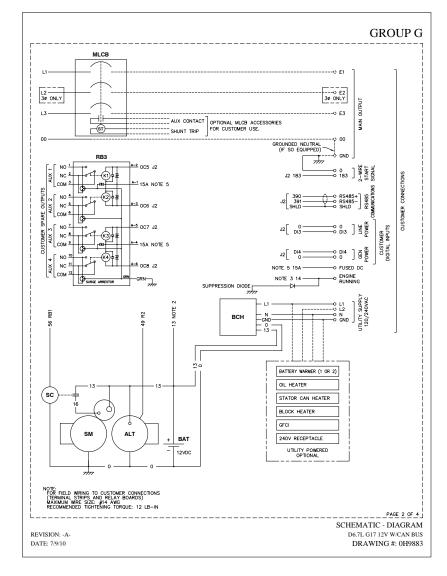
WIRING - DIAGRAM D6.7L G17 12V W/CAN BUS DRAWING #: 0H9882

GROUP G COMPONENTS LOCATED ON ENGINE EDC Y-CONNECT -744-F4 _[10]__15D J1-2 743 A J1-13 744 B J1-1 -15D - 12 -15D - 13 - 0 - 3 - 821--822 -410-CAND -402 RB1-10 -RB2A-5 -RB2A-4 -RB2-1 --56N--56P **BCH** BCC | 10A | L1 | L1 (HOT) | 10A | CHARGE | CHARG RB2-1 --- 15F TB3-6Y --- 15 »5 [14] 13 »4 [14] 0 - (NEG) CHARGE CURRENT LOCATED IN CONTROL PANEL 10 TB4 OR LOAD CENTER 11 TB4 OR LOAD CENTER 12 TB4 OR LOAD CENTER LOCATED BACK OF CONTROL PANEL 00000 555 **4 6** 99 00000 WIRE LOCATIONS MAY CHANGE ON GROUND BAR. GND 00000 - ECM CHASSIS ULD-1 0 ULS-3 0 TB3-1Y 0 T4 12V BATTERY FLS-3 --- 0 PAGE 5 OF 6 WIRING - DIAGRAM REVISION: H-9136-D D6.7L G17 12V W/CAN BUS DATE: 6/9/11 DRAWING #: 0H9882

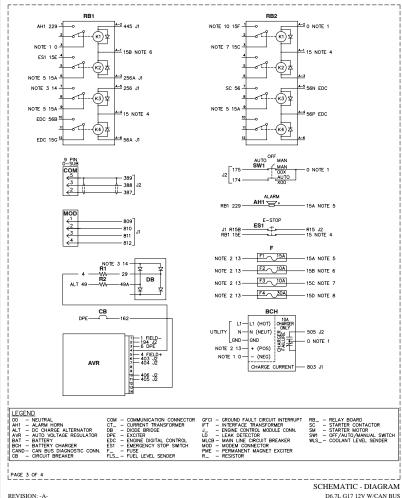
GROUP G







GROUP G



DATE: 7/9/10

D6.7L G17 12V W/CAN BUS

DRAWING #: 0H9883

GROUP G

EDC CONNECTOR FUNCTION NOTE 8 EDC START RELAY OUTPUT -

	156	KBI-12	NOIE II
9	0	GND	NOTE 1
12	150	F4	NOTE 8
13	15D	F4	NOTE 8
14	0	GND	NOTE 1
15	0	GND	NOTE 1
20	56B	RB1-10	ENGINE START COMMAND INPUT
30	822	CAND-A	ISO DIAGNOSTIC L-LINE
31	821	CAND-B	ISO DIAGNOSTIC K-LINE
32	-	R3	ENGINE SPEED SETTING
37	56P	RB2A-4	EDC START RELAY OUTPUT +
39	15F	RB2-1	NOTE 10
48	410	CAND-F	EDC SYNC OUTPUT
49	402	CAND-E	EDC TACHOMETER OUTPUT
52	744	CAND-D/J1-13	CAN BUS LOW
53	743	CAND-C/J1-2	
60	15G	RB1-12	NOTE 11

AVR	CONNE	CTOR	
PIN	WIRE	TO	FUNCTION
1	1	FIELD	- FIELD
2	194	J2-31	+12VDC
3	6	DPE	DPE OUTPUT
4	4	R1/FIELD	+ FIELD
5	4	R1/FIELD	+ FIELD
6	403	J2-8	GATE TRIGGER B
7	404	J2-20	GATE TRIGGER A
10	406	J2-30	ZERO CROSSING I/P
11	405	J2-19	GROUND (ISO)
13	162	CB	DPE OUTPUT (AFTER CB)

CAND CONNECTOR

PIN	WIRE	TO	FUNCTION
Α	822	EDC-30	ISO DIAGNOSTIC L-LINE
В	821	EDC-31	ISO DIAGNOSTIC K-LINE
С			CAN BUS HIGH
О	744	EDC-52/J1-13	
Ε	402	EDC-49	EDC TACHOMETER OUTPUT
F	410	EDC-48	EDC SYNC OUTPUT
T	15F	RB2-1	NOTE 10
٥	15	-	NOTE 4
٧	0	GND	NOTE 1

ENGINE CONTROL MODULE CONNECTIONS

J1			
PIN	WIRE	TO	FUNCTION
1	SHLD	-	CAN BUS DRAIN
2	743	EDC-53/CAND-C	
3	810	MOD-2	MODEM SIGNAL RETURN
6	575R	FLS-2	FUEL LEVEL RTN
7	575V	FLS-1	FUEL LEVEL +
10	R15B	ES1	OVERSPEED/WATCHDOG
11	256	RB1A-5	FUEL RELAY
12	0	GND	NOTE 1
13		EDC-52/CAND-D	
14	811	MOD-3	MODEM DATA CARRIER DETECT
16	803	BCH	BAT CHARGER CURRENT
22	256A	RB1A-3	ENGINE ECU POWER RELAY
23	56A	RB1A-6	STARTER RELAY
26	812	MOD-4	MODEM ENABLE
29	573R	WLS-2	COOLANT LVL RTN
30	573V	WLS-1	COOLANT LVL +
32	809	MOD-1	MODEM 12V POWER
34	445	RB1A-2	ALARM RELAY
35	15B	F2	NOTE 6

	,

	J2			
	PIN	WIRE	TO	FUNCTION
	1	391	CUST CON	RS485- (XFER SW)
	2	388	COM-3	RS232 TX (GENLINK)
	3	DI3	CUST CON	SPARE IN 3/LINE PWR
	4	183	CUST CON	REMOTE START
	5	174	SW1	"AUTO" START
	6	224	IFT	V SENSE GEN A PH
	7	227	IFT	V SENSE RTN
	8	403	AVR-6	AVR GATE TRIGGER B
•	9	399C	CT3	GEN C PH CURRENT -
	10	398C	CT3	GEN C PH CURRENT +
	11	399A	CT1	GEN A PH CURRENT -
	12	398A	CT1	GEN A PH CURRENT +
	13	390	CUST CON	RS485+ (XFER SW)
	14	387	COM-2	RS232 RX (GENLINK)
	15	567	LD	LEAK DETECTOR
	16	R15	ES1	EMERGENCY STOP
	17	226	IFT	V SENSE GEN C PH
	19	405	AVR-11	AVR GROUND
	20	404	AVR-7	AVR GATE TRIGGER A
	21	008	RB3A-6	SPARE OUTPUT 4
	22	006	RB3A-3	SPARE OUTPUT 2
	23	0C5	RB3A-2	SPARE OUTPUT 1
	24	SHLD	CUST CON	RS485 DRAIN (XFER SW)
	25	389	COM-5	RS232 COM (GENLINK)
	26	DI4	CUST CON	SPARE IN 4/GEN PWR
	27	505	BCH	BAT CHARGER FAIL
	28	175	SW1	"MANUAL" START
	29	225	IFT	V SENSE GEN B PH
	30	406	AVR-10	AVR ZERO CROSSING I/P
	31	194	AVR-2	AVR +12VDC
	33	0C7	RB3A-5	SPARE OUTPUT 3
	34	399B	CT2	GEN B PH CURRENT-
	35	398B	CT2	GEN B PH CURRENT+
	-	CONNEC	TIONE NOT HE	O IN 14 UNITO

* - CONNECTIONS NOT USED IN 1¢ UNITS.

NOTES:

REVISION: -A-

DATE: 7/9/10

- 1) WIRE# 0 IS CHASSIS GROUND (BATTERY-) UNLESS NOTED OTHERWISE.
- 2) WIRE# 13 IS UNFUSED +12VDC (BATTERY+).
- 3) WIRE# 14 IS FUSED +12VDC WHEN GENERATOR IS CRANKING OR RUNNING.
- 4) WIRE# 15 IS FUSED +12VDC WHEN
- E-STOP IS NOT ACTIVATED.
- 5) WIRE# 15A IS FUSED +12VDC FOR GENERAL USE.
- WIRE# 15B IS FUSED +12VDC FOR THE GENERATOR CONTROL MODULE.
- 7) WIRE# 15C IS FUSED +12VDC TO SOURCE
- SWITCHED POWER FOR ENGINE CONTROL UNIT
- 8) WIRE# 15D IS FUSED +12VDC FOR ENGINE CONTROL UNIT.
- 9) WIRE# 15E IS FUSED +12VDC CONTROLLED BY GENERATOR CONTROL MODULE PRIOR TO E-STOP 10) WIRE# 15F IS FUSED +12VDC CONTROLLED BY
- GENERATOR CONTROL MODULE TO SWITCH ENGINE CONTROL UNIT.
- 11) WIRE# 15G IS SWITCHED +12VDC TO SOURCE START COMMAND INPUT ON ENGINE CONTROL UNIT.

PAGE 4 OF 4

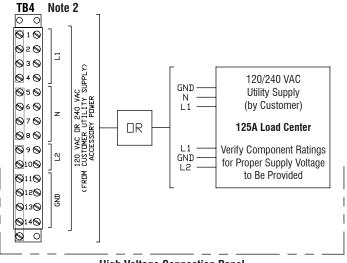
SCHEMATIC - DIAGRAM D6.7L G17 12V W/CAN BUS DRAWING #: 0H9883



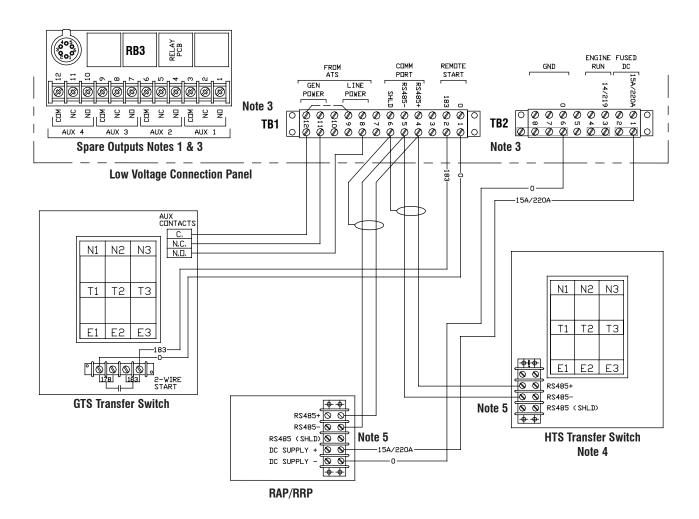
H-PANEL CONTROL INTERCONNECTIONS

Notes:

- Spare Outputs are Standard on Industrial Product Only. GenLink® Required for Programming. Contacts Rated at 5A at 30VAC/30VDC
- 2. TB4 Max Wire Size: #10 AWG, Recommended Tightening Torque: 14 LB-IN
- 3. TB1, TB2, TB9 & RB3 Max Wire Size: #14 AWG, Recommended Tightening Torque: 12 LB-IN
- Refer to H-Panel Manual for Instructions on Enabling HTS Transfer Switch. Refer to HTS Transfer Switch Manual for Dip Switch Settings for Multiple HTS Application
- Connect the RS-485 Overall Shield at Genset Connection Terminal Only



High Voltage Connection Panel

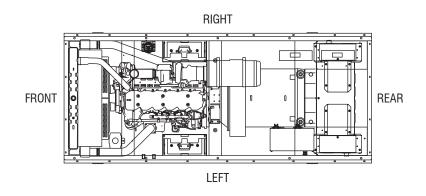


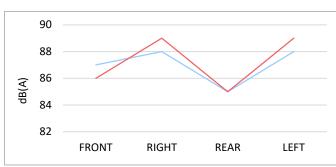


OPEN SET D6.7L FPT, SD175

60Hz NO-LOAD, dB(A) **DISTANCE: 7 METERS OCTAVE BAND CENTER FREQUENCY (Hz) MICROPHONE** LOCATION 31.5 1,000 dB(A) 2,000 4,000 8,000 **FRONT RIGHT REAR LEFT AVERAGE**

60Hz FULL-LOAD, dB(A)						DI	STANCE: /	METERS		
MICROPHONE	OCTAVE BAND CENTER FREQUENCY (Hz)									
LOCATION	31.5	63	125	250	500	1,000	2,000	4,000	8,000	dB(A)
FRONT	39	67	73	75	81	81	79	77	74	86
RIGHT	30	57	74	75	83	82	82	80	78	89
REAR	36	62	73	73	82	78	75	72	69	85
LEFT	31	62	75	74	84	81	83	79	76	89
AVERAGE	34	62	74	74	82	80	80	77	74	87



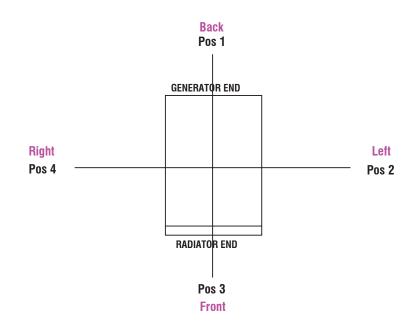


- · All positions at 23 feet (7 meters) from side faces of generator set.
- Test conducted on a 100 foot diameter asphalt surface.
- Sound pressure levels are subject to instrumentation, installation and testing conditions.
- · Open set sound data excludes exhaust contribution.
- Sound levels are ±2 dB(A).

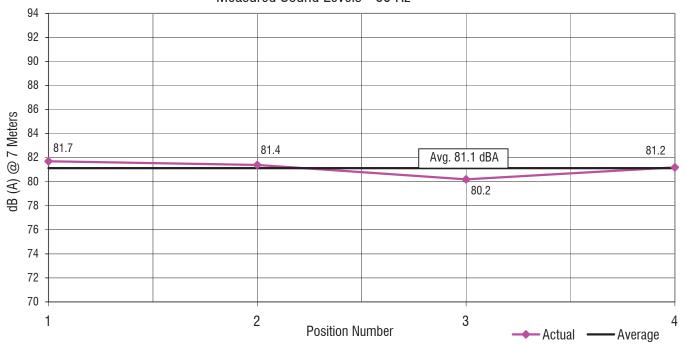
Rev. C 7/13/20



STANDARD ENCLOSURE **SD175 6.7L IVECO**







Notes:

- 1. All positions 23 ft (7M) from side faces of generator set.
- 2. Generator operating at full load.
- 3. Test conducted on a 100 foot diameter asphault surface.
- 4. Non-enclosed sets do not include exhaust sound during testing.

1 0F 1



STATEMENT OF EXHAUST EMISSIONS 2021 FPT Diesel Fueled Generator

The measured emissions values provided here are proprietary to Generac and it's authorized dealers. This information may only be disseminated upon request to regulatory governmental bodies for emissions permitting purposes or to specifying organizations as submittal data when expressly required by project specifications, and shall remain confidential and not open to public viewing. This information is not intended for compilation or sales purposes and may not be used as such, nor may it be reproduced without the expressed written permission of Generac Power Systems, Inc.. The data provided shall not be meant to include information made public by Generac.

Generator Model: **SD175 EPA Certificate Number:** MFPXL06.7DGS-002 175 CARB Certificate Number: kW Rating: **Not Applicable**

Engine Family: MFPXL06.7DGS SCAQMD CEP Number: 511717 **Engine Model:** F4HE9685A*J **Emission Standard Category:** Tier 3

Rated Engine Power (BHP)*: 279 Certification Type: Stationary Emergency CI (40 CFR Part 60 Subpart IIII) Fuel Consumption (gal/hr)*: 13.5

Aspiration: Turbocharged/Aftercooled

Rated RPM: 1,800

EMISSIONS BASED ON ENGINE POWER OF SPECIFIC ENGINE MODEL

These Values Are Actual Composite Weighted Exhaust Emissions Results Over the EPA 5-Mode Test Cycle

CO	NOx + NMHC	PM	
1.1	3.71	0.08	Grams/kW-hr
0.82	2.77	0.06	Grams/bhp-hr

- The stated values are actual exhaust emission test measurements obtained from an engine representative of the type described above.
- Values based on 5-Mode testing are official data of record as submitted to regulatory agencies for certification purposes. Testing was conducted in accordance with prevailing EPA protocol, which is typically accepted by SCAQMD and other regional authorities.
- · No emissions values provided above are to be construed as guarantees of emission levels for any given Generac generator unit.
- Generac Power Systems, Inc. reserves the right to revise this information without prior notice.
- Consult state and local regulatory agencies for specific permitting requirements.
- The emission performance data supplied by the equipment manufacturer is only one element required toward completion of the permitting and installation process. State and local regulations may vary on a case-by-case basis and local agencies must be consulted by the permit application/ equipment owner prior to equipment purchase or installation. The data supplied herein by Generac Power Systems Inc. cannot be construed as a quarantee of installability of the generating set.

Rev. A 1/13/21

^{*}Engine power and fuel consumption are declared by the engine manufacturer of record and the U.S EPA.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY 2021 MODEL YEAR CERTIFICATE OF CONFORMITY WITH THE CLEAN AIR ACT

OFFICE OF TRANSPORTATION AND AIR QUALITY ANN ARBOR, MICHIGAN 48105

Certificate Issued To: FPT Industrial S.p.A.

(U.S. Manufacturer or Importer)

Certificate Number: MFPXL06.7DGS-002

Effective Date: 05/26/2020

Expiration Date: 12/31/2021

Issue Date: 05/26/2020

Revision Date:

Model Year: 2021

Manufacturer Type: Original Engine Manufacturer

Engine Family: MFPXL06.7DGS

Mobile/Stationary Indicator: Stationary **Emissions Power Category:** 130<=kW<225

Fuel Type: Diesel

After Treatment Devices: No After Treatment Devices Installed

Non-after Treatment Devices: No Non-After Treatment Devices Installed

Byron J. Bunker, Division Director

Compliance Division

Pursuant to Section 111 and Section 213 of the Clean Air Act (42 U.S.C. sections 7411 and 7547) and 40 CFR Part 60, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following engines, by engine family, more fully described in the documentation required by 40 CFR Part 60 and produced in the stated model year.

This certificate of conformity covers only those new compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 60 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 60.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 60. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void *ab initio* for other reasons specified in 40 CFR Part 60.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

The actual engine power may lie outside the limits of the Emissions Power Category shown above. See the certificate application for details.



Certification of Quality

Generac Power Systems certifies that the products we manufacture have been built and tested in accordance with strict internal and external standards for quality. Our quality management system has been registered with the internationally recognized ISO 9001:2008 standard and our products comply with external standards that include, but are not limited to, CSA, NEMA, EGSA, ISO, and UL.

The Generac Quality Management System (GQMS) ensures the highest standards of quality at every level of production, from raw materials to the finished product. This includes receiving inspection, in-process checks, product and process audits, testing, final inspections, and shipping standards.

Tests of our products are performed in accordance with our internal procedures and controlled through the GQMS to ensure accuracy and effectiveness. The testing process and product designs comply with external standards which may include, but are not limited to: ISO 8528-5, ISO 3046, NFPA 99, NFPA 110, BS 5514, SAE J1349, and DIN 6271.

Generac Power Systems has over one million square feet of manufacturing space and over 2000 employees dedicated to designing and manufacturing power generation equipment in our multiple State of Wisconsin, USA factories. All of our installed and mobile generators are built with pride by our skilled American workforce to ensure our customers receive the quality that they expect from Generac.

We are committed to producing quality products for both our internal and external customers. We will continuously improve our processes and diligently measure all aspects of our business.

Daniel Waschow

Vice President of Quality Generac Power Systems, Inc. Waukesha, Wisconsin USA

Generac Power Systems 2 Year (2B) Limited Warranty for **Industrial Standby Generators**

For the period of warranty noted below, which begins upon the successful start-up and/or on-line activation of the unit, Generac Power Systems, Inc. "Generac" warrants that its Generator will be free from defects in material and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Independent Authorized Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Independent Authorized Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

Warranty Coverage: Warranty coverage period is for Two (2) years or two-thousand (2,000) hours, whichever occurs first.

Warranty Coverage in Year(s): 1	Warranty Coverage in Year(s): 2
Parts, Labor and Limited Travel	Limited Parts Only

Limited Gearbox Coverage:

Year(s): 1-5 Coverage	Year(s): 6-10 Coverage
Limited Parts and Labor	Limited Parts Only

Guidelines:

- 1. Unit must be registered and proof of purchase available.
- Any and all warranty repairs and/or concerns must be performed and/or addressed by an Independent Authorized Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Independent Authorized Service Dealers not authorized in writing by Generac will not be covered
- This Warranty is transferable between ownership of original install site.
- Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.
- Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.
- Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents or scratches to the painted enclosure should be repaired promptly by the owner.

- 7. Warranty only applies to permanently wired and mounted units.
- Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty
- Proof of performance of all required maintenance must be available
- 10. Travel allowance is limited to 300 miles maximum and seven and one half (7.5) hours maximum (per occurrence, whichever is less) round trip from the nearest Independent Authorized Service Dealer. Any additional travel required will not be
- 11. Engines, driven components and fuel tanks used in Generac's standby power products system can carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Generac product OEM components, may be disasted the outside the off Microbial the outside of the outside out directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Generac shall have no liability under OEM warranties.

The following will NOT be covered by this warranty:

- Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
- Damage/failures to the generator and/or transfer switch system
- caused by accidents, shipping, handling, or improper storage. Damage/failures caused by operation with improper fuels, speeds, loads or installations other than what's recommended or specified by Generac Power Systems.
- Damage to the generator and/or transfer switch due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/
- Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent, reptile, and/or insect infestation.
- Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or reinstallation of generator (i.e. cranes, hoists, lifts, et. al.).
- Planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport deemed not standard by Generac.

- 8. Products that are modified or altered in a manner not authorized by Generac in writing.
- Starting batteries, fuses, light bulbs, engine fluids and any related labor.
- **10.** Steel enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
- Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as defined by Generac. Contact an Independent Authorized Service Dealer for definitions.
- 12. Shipping costs associated with expedited shipping.
- 13. Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.
- Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).

 15. Failures caused by any act of God or external cause including
- without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GENERAC'S ONLY ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION WAY NOT APPLY TO YOU. GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

FOR AUSTRALIA ONLY: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. FOR NEW ZEALAND ONLY: Nothing in this warranty statement excludes, restricts or modifies any condition, warranty right or remedy which pursuant to the New Zealand Legislation (Commonwealth or State) including the Fair Trading Practices Act of 1986 or the Consumer Guarantees Act 1993 ("CGA") applies to this limited warranty and may not be so excluded, restricted or modified. Nothing in this statement is intended to have the effect of contracting out of the provisions of the CGA, except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention. If you acquire goods from Generac Power Systems or any of its authorized resellers and distributors for the purposes of a business, then pursuant to section 43(2) of the CGA, it is agreed that the provisions of the CGA do not apply.

> GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187 Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Independent Authorized Service Dealer and to download schematics, exploded views and parts lists visit our website: www.generac.com

Revision E (2/16) Part No. 0K3486

Garantía limitada de 2 años (2B) de Generac Power Systems para los generadores de respaldo industriales

Durante el período de garantía indicado abajo, que comienza desde la puesta en marcha y/o activación exitosa en línea de la unidad, Generac Power Systems, Inc. "Generac" garantiza que generador estará libre de defectos de material y/o mano de obra para los ítems y el período indicados a continuación. Generac, a su discreción, reparará o sustituirá cualquier pieza o piezas que, por medio de la evaluación, inspección y prueba efectuada por Generac o un Concesionario de servicio autorizado independiente de Generac, se determine que es o son defectuosa(s). Todo equipo que el comprador o propietario reclame como defectuoso debe ser evaluado por el Concesionario de servicio autorizado independiente de Generac más cercano. Los componentes relacionados con emisiones están excluidos de la cobertura bajo esta garantía extendida. La cobertura de la garantía de emisiones se detalla por separado en una garantía de emisiones. Cobertura de la garantía: El período de cobertura de la garantía es de dos (2) años o dos mil (2000) horas, lo que ocurra primero.

Cobertura de la garantía en el o los año(s): 1	Cobertura de la garantía en el o los año(s): 2
Sobre piezas, mano de obra y gastos de viaje limitados	Limitada solo sobre piezas

Cobertura limitada sobre la caja de engranajes:

Año(s) de cobertura: 1-5 Cobertura	Año(s) de cobertura: 6-10 Cobertura
Limitada sobre piezas y mano de obra	Limitada solo sobre piezas

Directrices:

- La unidad debe estar registrada y tener prueba de compra disponible
- Cualquiera y todas las reparaciones y/o preocupaciones por garantía deben ser efectuadas y/o dirigidas por un Concesionario de servicio autorizado independiente de Generac, o una sucursal de este. No serán cubiertas las reparaciones o los diagnósticos efectuados por personas diferentes de los Concesionarios de servicio autorizados independientes de Generac no autorizados por escrito por Generac.
- Esta garantía es transferible entre propietarios del sitio de instalación original.
- Los calentadores de refrigerante de motor (calentadores de bloque), los controles del calentador y las bombas de circulación suministrados por Generac solo están cubiertos durante el primer año de prestación de la garantía.
- Generac puede elegir reparar, sustituir o reembolsar una pieza del equipo a su exclusiva discreción.
- Los gabinetes están garantizados contra corrosión solamente durante el primer año de propiedad. El daño causado después de la recepción del generador es responsabilidad del comprador y no está cubierto por esta garantía. Las muescas, raspaduras, abolladuras o rayaduras de gabinete pintado deben ser reparadas sin demora por el propietario.

- 7. La garantía corresponde solamente a las unidades conectadas y montadas en forma permanente.
- Los daños a cualquier componente o los daños emergentes causados por el uso de una pieza que no sea OEM no estarán cubiertos por la garantía.
- Debe haber disponible prueba de la ejecución de todo el mantenimiento requerido.
- 10. Las asignaciones para viaje están limitadas a 300 millas como máximo y siete horas y media (7.5) horas como máximo (por ocurrencia, lo que sea menor), viaje de ida y vuelta, desde el Concesionario de servicio autorizado independiente de Generac más cercano. Todo gasto de viaje adicional requerido no será cubierto.
- 11. Los motores, los componentes accionados y los tanques de Los motores, los componentes accionados y los tanques de combustible usados en los productos de respaldo de Generac pueden llevar una garantía de fabricante (OEM) separada (las "Garantías de OEM"), a menos que se estipule expresamente lo contrario. Las garantías de OEM son un agregado a esta garantía. Todos los reclamos de garantía por defectos de material y/o mano de obra en los componentes OEM del producto Generac, pueden ser dirigidos a través de la red de distribuidores/concesionarios OEM. Las garantías de OEM pueden variar y están sujetas a cambios. Generac no tendrá responsabilidad bajo las garantías de OEM.

Lo siguiente NO será cubierto por esta garantía:

- 1. Costes del mantenimiento normal (es decir: afinaciones, pieza[s] relacionada[s], ajustes, abrazaderas sueltas o con fugas, instalación y puesta en marcha).
- Daños/fallos del sistema de generador y/o interruptor de transferencia causados por accidentes, envío, manipulación, o almacenamiento incorrecto.
- Los daños/fallos causados por la operación con combustibles, velocidades, cargas, o instalaciones incorrectas diferentes de las recomendadas o especificadas por Generac Power Systems.
- Los daños al generador y/o el interruptor de transferencia debidos al uso de piezas y/o equipos que no sean de Generac; combustibles, aceites, refrigerantes/anticongelantes contaminados; o falta de combustibles, aceites, refrigerantes/anticongelantes apropiados
- Fallos debidos a: desgaste y daño normal, accidente, uso indebido, abuso, negligencia, instalación incorrecta, dimensionamiento incorrecto, o plagas de roedores y/o insectos.
- Equipos arrendados usados mientras se llevan a cabo reparaciones de garantía y/o todos los equipos extraordinarios usados para retirar y/o reinstalar el generador, (esto es: grúas, malacates, elevadores, etc.).
- Aeronaves, transbordadores, ferrocarril, autobuses, helicópteros, motocicletas para nieve, camiones para nieve, vehículos fuera de ruta o cualquier otro modo de transporte no considerado estándar por Generac.

- Productos que se modifiquen o alteren en forma no autorizada por Generac por escrito.
- Baterías de arranque, fusibles, bombillas de luz, fluidos para el motor y mano de obra relacionada.
- motor y mano de obra reiacionada.

 10. Los gabinetes de acero que se corroen debido a instalación incorrecta, ubicación en un entorno agresivo o con agua salada, o se rayen donde esté comprometida la integridad de la pintura aplicada.

 11. Las unidades vendidas, calificadas para, o usadas en aplicaciones de "Alimentación eléctrica principal", "Montada en remolque" o "Unidad en alquiler" como las define Generac. Comuníquese con un Concesionario de servicio autorizado independiente para las definiciones.
- 12. Costes de envío asociados con envío urgente.
- 13. Costes adicionales por horas extra y feriados o los costes de mano de obra de emergencia por reparaciones fuera del horario de trabajo
- 14. Todos los daños accesorios, emergentes o indirectos causados por defectos en los materiales o mano de obra o toda demora en la reparación o sustitución de la(s) pieza(s) defectuosa(s).
- 15. Los fallos causados por cualquier acto de fuerza mayor o causa externa, que incluyen, sin limitaciones, incendio, robo, congelamiento, guerra, rayos, terremoto, tormenta de viento, granizo, agua, tornado, huracán, o cualesquiera otros asuntos que estén fuera del control razonable del fabricante.

ESTA GARANTÍA SUSTITUYE CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA. ESPECÍFICAMENTE, GENERAC NO EXTIENDE NINGUNA OTRA GARANTÍA ACERCA DE LA COMERCIALIZACIÓN O APTITUD PARA UN PROPÓSITO EN PARTICULAR. LA DURACIÓN DE TODAS LAS GARANTÍAS IMPLÍCITAS PERMITIDAS POR LA LEY ESTARÁ LIMITADA A LAS CONDICIONES DE LA GARANTÍA EXPRESA ESTIPULADA EN LA PRESENTE. ALGUNAS JURISDICCIONES NO PERMITEN LIMITACIONES DE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA; POR LO TANTO, LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. LA ÚNICA RESPONSABILIDAD DE GENERAC SERÁ REPARAR O SUSTITUIR LA(S) PIEZA(S) COMO SE ESTIPULÓ PRECEDENTEMENTE. GENERAC NO SERÁ RESPONSABLE EN NINGÚN CASO POR NINGÚN DAÑO ACCESORIO O EMERGENTE, AUN CUANDO TAL DAÑO SEA RESULTADO DIRECTO DE LA NEGLIGENCIA DE GENERAC. ALGUNAS JURISDICCIONES NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS ACCESORIOS O EMERGENTES, DE MANERA QUE LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. ESTA GARANTÍA LE OTORGA DERECHOS LEGALES ESPECÍFICOS. TAMBIÉN TIENE OTROS DERECHOS BAJO LA LEY CORRESPONDIENTE.

SOLO PARA AUSTRALIA: Nuestros productos se entregan con garantías que no pueden ser excluidas según la Australian Consumer Law (Ley australiana de consumidores). Usted tiene derecho a sustitución o reembolso por un fallo mayor y a compensación por cualquier otra pérdida o daño razonable previsible. Usted también tiene derecho a que los bienes sean reparados o sustituidos si los bienes no son de calidad aceptable y la falla no llega a ser un fallo mayor. SOLO PARA NUEVA ZELANDA: Nada de esta declaración de garantía excluye, restringe o modifica ninguna condición, derecho de garantía o solución que, conforme a la legislación de Nueva Zelanda (Comunidad o Estado), incluso la Fair Trading Practices Act (Ley de transacciones comerciales justas) de 1986 o la Consumer Guarantees Act (Ley de garantías de los consumidores, "CGA") de 1993, se aplique a esta garantía limitada y por lo tanto no puede ser sometida a exclusiones, restricciones o modificaciones. Nada de esta declaración tiene el propósito de tener efecto de contratar fuera de las previsiones de la CGA, excepto con el alcance permitido por la ley y estos términos se deben modificar con el alcance necesario para hacer efectiva esta intención. Si adquiere bienes de Generac Power Systems o alguno de sus revendedores y distribuidores autorizados con propósitos comerciales, entonces, conforme a la sección 43(2) de la CGA, se acuerda que no se aplican las previsiones de la CGA.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI 53187, EE. UU. Tel.: (888) GENERAC (436-3722) • Fax: (262) 544-4851

Garantie limitée de 2 ans (2B) de Generac Power Systems sur les générateurs de secours industriels

Pendant la période de garantie mentionnée ci-bas, qui débute dès le démarrage réussi de l'appareil ou l'activation en ligne de l'appareil, Generac Power Systems, Inc. (Generac) garantit que son générateur sera exempt de vices de matériaux et fabrication en ce qui concerne les éléments et la période indiqués ci-dessous. À sa seule discrétion, Generac réparera ou remplacera toute pièce qui est jugée défectueuse après l'évaluation, l'inspection et la mise à l'essai par Generac ou un fournisseur de services d'entretien agréé indépendant. Tout équipement que l'acheteur/propriétaire prétend être défectueux doit être évalué par le fournisseur de services d'entretien agréé indépendant le plus près. Les composantes relatives aux émissions ne sont pas couvertes en vertu de la présente garantie. La couverture des composantes relatives aux émissions est détaillée dans une garantie distincte.

Couverture de la garantie : La période de garantie est de deux (2) ans ou de deux mille (2000) heures, selon la première éventualité.

Période de garantie : 1	Période de garantie : 2
Pièces, main-d'œuvre et couverture limitée des déplacements	Couverture limitée – pièces seulement

Couverture limitée de la boîte à engrenages :

Période : couverture de 1 à 5 ans	Période : couverture de 6 à 10 ans
Couverture limitée – pièces et main-d'œuvre	Couverture limitée – pièces seulement

Lignes directrices :

- L'appareil doit être enregistré et la preuve d'achat doit être présentée sur demande.
- Toute réparation sous garantie doit être effectuée par un fournisseur de services d'entretien agréé indépendant ou l'une de ses succursales, et toute préoccupation doit être également traitée par un succursaies, er toute preoccupation out etre egalement traitee par un fournisseur de services d'entretien agréé indépendant de Generac ou l'une de ses succursales. Toute réparation ou évaluation effectuée par des personnes autres que des fournisseurs de services d'entretien agréés indépendants qui n'a pas été autorisée par écrit par Generac ne sera pas couverte.
- La présente garantie est transférable conjointement à la propriété du site d'installation d'origine.
- Les chaufferettes à liquide de refroidissement du moteur (chauffemoteur), les commandes de chauffage et les pompes de circulation fournies par Generac ne sont couvertes que pendant la première année de la période de garantie. Generac peut choisir, à sa seule discrétion, de réparer, de remplacer
- ou de rembourser une pièce d'équipement.
- Les boîtiers sont garantis contre la rouille pendant la première année de possession seulement. Les dommages causés après la réception du générateur sont la responsabilité du propriétaire et ne sont pas couverts par la présente garantie. Les entailles, éraflures, bosses ou égratignures au boîtier peint doivent être réparées sans délai par le

- 7. La garantie s'applique uniquement aux appareils montés et câblés en permanence
- Aucun dommage ou dommage indirect à toute pièce couverte découlant de l'utilisation de pièces non fabriquées par un fabricant d'équipement d'origine ne sera couvert par la garantie.
- Une preuve d'exécution de tous les travaux d'entretien requis doit être présentée sur demande.
- 10. La présente garantie couvre les déplacements aller-retour d'un maximum de 480 km (300 miles) et de sept heures et demie (7,5) (par déplacement, selon le moindre des deux) à partir du fournisseur de services d'entretien agréé indépendant le plus près. Tout déplacement supplémentaire requis ne sera pas couvert.
- 11. Les moteurs, les pièces d'entraînement et les réservoirs de carburant utilisés dans les systèmes d'alimentation de secours de Generac peuvent être protégés au titre de la garantie d'un fabricant d'équipement distinct (les « garanties des fabricants d'équipement d'origine »), sauf indication expresse à l'effet contraire. Les garanties des fabricants d'équipement d'origine s'ajoutent à la présente garantie. Toute d'equipement d'origine s'ajoutent a la presente garantie. I oute réclamation au titre de la garantie pour vices de matériaux ou de fabrication de pièces d'un fabricant d'équipement d'origine sur un produit Generac peut être faite auprès du distributeur ou du réseau de fournisseurs de ce fabricant d'équipement d'origine. Les garanties des fabricants d'équipement d'origine peuvent varier et faire l'objet de modifications. Generac n'a aucune responsabilité découlant des garanties offertes par les fabricants d'équipement d'origine.

Les éléments suivants ne seront PAS couverts par la présente garantie :

- 1. Les coûts d'entretien normal (c'est-à-dire mises au point, réglages de pièces associées, ajustements, resserrage de fixations, installation et
- Les dommages ou défaillances du générateur et/ou du commutateur de transfert causés par un accident, le transport, la manutention ou un entreposage inadéquat.
- Les dommages/défaillances causés par l'utilisation de carburants inappropriés ou l'utilisation à des vitesses, avec des charges ou selon une installation autres que ce qui est recommandé ou spécifié par Generac Power Systems.
- Les dommages au générateur et/ou au commutateur de transfert causés par l'utilisation de pièces ou d'équipement non fabriqués par Generac, de carburant, d'huile, de liquide de refroidissement et d'antigel contaminé ou encore du manque de carburant, d'huile, de liquide de refroidissement et d'antigel.
- liquide de refroidissement et d'antigel.

 Les défaillances causées par l'usure normale, un accident, une utilisation inappropriée, une utilisation abusive, une négligence, une installation inadéquate, un dimensionnement inadéquat ou une infestation de rongeurs, de reptiles ou d'insectes.
- L'équipement de location utilisé pendant que des réparations sous garantie sont effectuées et/ou tout équipement extraordinaire utilisé pour retirer ou réinstaller le générateur (c'est-à-dire grues, appareils de levage, élévateurs, etc.). Les avions, les traversiers, les trains, les autobus, les hélicoptères,
- les motoneiges, les dameuses, les véhicules hors route ou tout autre moyen de transport jugé non standard par Generac.

- 8. Les produits modifiés ou altérés d'une manière qui n'a pas été autorisée par écrit par Generac.
- Les batteries de démarrage, les fusibles, les ampoules électriques, les fluides de moteur et toute main-d'œuvre connexe
- **10.** Les boîtiers en acier qui rouillent en raison d'une installation inadéquate, d'une installation dans un environnement difficile ou salin ou d'égratignures qui compromettent l'intégrité de la peinture appliquée sur le boîtier.
- 11. Les appareils vendus, cotés ou utilisés selon les applications suivantes, telles qu'elles sont définies par Generac : « puissance électrique de base », « monté sur remorque » ou « unité de location ». Veuillez communiquer avec un fournisseur de services d'entretien agréé indépendant pour obtenir les définitions.
- 12. Les coûts d'expédition liés à l'expédition accélérée.
- 13. Les coûts supplémentaires liés aux heures supplémentaires, aux jours fériés ou aux services d'urgence pour toute réparation effectuée en dehors des heures normales de bureau.
- 14. Tout dommage accessoire, subséquent ou indirect causé par un défaut de matériau et de fabrication ou par tout retard dans la réparation ou le remplacement de pièces défectueuses.
- 15. Les défaillances causées par un cas de force majeure ou une cause externe y compris, sans toutefois s'y limiter, le feu, le vol, le gel, la guerre, la foudre, un tremblement de terre, une tempête, la grêle, la pluie, une tornade, un ouragan ou toute autre situation raisonnablement hors du contrôle du fabricant.

LA PRÉSENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES. EN PARTICULIER, GENERAC N'OFFRE AUCUNE AUTRE GARANTIE QUANT À LA QUALITÉ MARCHANDE OU À LA CONVENANCE À UN USAGE PARTICULIER. TOUTE GARANTIE IMPLICITE AUTORISÉE PAR LA LOI SERA LIMITÉE À LA DURÉE DE LA PÉRIODE DE LA PRÉSENTE GARANTIE EXPLICITE, CERTAINS ÉTATS OU PROVINCES NE PERMETTENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE ET, PAR CONSÉQUENT, LA PRÉSENTE LIMITATION PEUT NE PAS S'APPLIQUER. LA RESPONSABILITÉ DE GENERAC SE LIMITERA À LA RÉPARATION OU AU REMPLACEMENT DES PIÈCES, COMME INDIQUÉ PRÉCÉDEMMENT. EN AUCUN CAS GENERAC NE POURRA ÊTRE TENUE RESPONSABLE DE DOMMAGES ACCESSOIRES OU SUBSÉQUENTS, MÊME SI LES DOMMAGES RÉSULTENT DIRECTEMENT DE LA NÉGLIGENCE DE GENERAC. CERTAINS ÉTATS OU PROVINCES N'AUTORISENT PAS L'EXCLUSION NI LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS ET, PAR CONSÉQUENT, LA LIMITATION ÉNONCÉE CI-DESSUS PEUT NE PAS S'APPLIQUER. CETTE GARANTIE VOUS CONFÉRE DES DROITS LÉGAUX PRÉCIS. VOUS POUVEZ ÉGALEMENT JOUIR D'AUTRES DROITS EN VERTU DES LOIS APPLICABLES.

POUR L'AUSTRALIE UNIQUEMENT: Nos produits sont fournis avec des garanties qui ne peuvent être exclues en vertu de la loi australienne sur la consommation (Australian Consumer Law). Vous avez droit à un remplacement ou à un remboursement pour une défaillance majeure et à une indemnisation pour toute autre perte ou tout dommage raisonnablement prévisible. Vous disposez également d'un droit à la réparation ou au remplacement si les produits ne sont pas d'une qualité acceptable et si cette défaillance n'est pas considérée comme majeure.

POUR LA NOUVELLE-ZELANDE UNIQUEMENT: Cette garantie n'exclut, ne restreint ni ne modifie aucune condition, aucun droit de garantie ou recours qui, conformément à la législation de Nouvelle-Zélande (Commonwealth ou État), y compris la loi sur la pratique commerciale loyale de 1986 (Fair Trading Practices Act) ou la loi sur la protection du consommateur de 1993 (CGA ou Consumer Guarantees Act), s'applique à cette garantie limitée et ne peut pas être exclue, restreinte ou modifiée. Cette garantie ne vise en aucun cas à contourner les dispositions de la CGA, sauf dans la mesure permise par cette loi, et ces termes doivent être modifiés dans la mesure nécessaire pour donner effet à cette intention. Si vous faites l'acquisition d'un produit de Generac Power Systems ou d'un de ses distributeurs et revendeurs autorisés à des fins commerciales, alors, conformément à l'article 43(2) de la CGA, il est convenu que les dispositions de la CGA ne s'appliquent pas.

GENERAC POWER SYSTEMS, INC. • C.P. 8 • Waukesha, WI (É.-U.) 53187 Téléphone : (888) GENERAC (436-3722) • Télécopieur : (262) 544-4851





CERTIFICATE



This is to certify that

Generac Power Systems, Inc.

S45 W29290 Hwy. 59 Waukesha, WI 53189 United States of America

with the organizational units/sites as listed in the annex

has implemented and maintains a Quality Management System.

Scope:

Design, Manufacturing, and Distribution of Generators and Power Products.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001: 2015

Certificate registration no. 10012920 QM15

Date of original certification 2013-12-09

Date of certification 2018-07-16

Valid until 2021-07-15





DQS Inc.

Brad McGuire
Managing Director







Annex to certificate Registration No. 10012920 QM15

Generac Power Systems, Inc.

S45 W29290 Hwy. 59 Waukesha, WI 53189 United States of America

Location	Scope
----------	-------

10012920

Generac Power Systems, Inc. S45 W29290 Hwy. 59 Waukesha, WI 53189 United States of America Design, Manufacturing of Generator Components and Distribution of Service Parts.

10012922

Generac Power Systems, Inc. 211 Murphy Dr. Eagle, WI 53119 United States of America Manufacturing and Distribution of Generators.

10012923

Generac Power Systems, Inc. 757 N. Newcomb St. Whitewater, WI 53190 United States of America Manufacturing and Distribution of Generators and Manufacture of Generator components.

10012924

Generac Power Systems, Inc. 900 N. Parkway Jefferson, WI 53549 United States of America

Manufacturing of Generators and Power Products.

10013528

Generac Power Systems 3815 Oregon St. Oshkosh, WI 54902 United States of America Manufacturing of Generators.

Remote Location Scope

10014175

Generac Power Systems, Inc. 351 Collins Road Jefferson, WI 53549 United States of America The remote location at Jefferson, WI performs the following primary functions: Parts and Components Receiving, Inventory, and Distribution to Generac Locations.





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY 2019 MODEL YEAR CERTIFICATE OF CONFORMITY WITH THE CLEAN AIR ACT

OFFICE OF TRANSPORTATION AND AIR QUALITY ANN ARBOR, MICHIGAN 48105

Certificate Issued To: FPT Industrial S.p.A.

(U.S. Manufacturer or Importer)

Certificate Number: KFPXL06.7DGS-007

 $\frac{\text{Effective Date:}}{07/16/2018}$

Expiration Date: 12/31/2019

/m.

-

Issue Date: 07/16/2018

Revision Date: N/A

Model Year: 2019

Manufacturer Type: Original Engine Manufacturer

Engine Family: KFPXL06.7DGS

Mobile/Stationary Indicator: Stationary Emissions Power Category: 130<=kW<225

Fuel Type: Diesel

After Treatment Devices: No After Treatment Devices Installed

Non-after Treatment Devices: No Non-After Treatment Devices Installed

Byron J. Bunker, Division Director

Compliance Division

Pursuant to Section 111 and Section 213 of the Clean Air Act (42 U.S.C. sections 7411 and 7547) and 40 CFR Part 60, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following engines, by engine family, more fully described in the documentation required by 40 CFR Part 60 and produced in the stated model year.

This certificate of conformity covers only those new compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 60 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 60.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 60. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void *ab initio* for other reasons specified in 40 CFR Part 60.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

The actual engine power may lie outside the limits of the Emissions Power Category shown above. See the certificate application for details.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY 2020 MODEL YEAR CERTIFICATE OF CONFORMITY WITH THE CLEAN AIR ACT

OFFICE OF TRANSPORTATION AND AIR QUALITY ANN ARBOR, MICHIGAN 48105

Certificate Issued To: FPT Industrial S.p.A.

(U.S. Manufacturer or Importer)

Certificate Number: LFPXL06.7DGS-005

Effective Date: 07/11/2019

Expiration Date: 12/31/2020

Issue Date: 07/11/2019

Revision Date:
N/A

Model Year: 2020

Manufacturer Type: Original Engine Manufacturer

Engine Family: LFPXL06.7DGS

Mobile/Stationary Indicator: Stationary
Emissions Power Category: 130<=kW<225

Fuel Type: Diesel

After Treatment Devices: No After Treatment Devices Installed

Non-after Treatment Devices: No Non-After Treatment Devices Installed

Byron J. Bunker, Division Director

Compliance Division

Pursuant to Section 111 and Section 213 of the Clean Air Act (42 U.S.C. sections 7411 and 7547) and 40 CFR Part 60, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following engines, by engine family, more fully described in the documentation required by 40 CFR Part 60 and produced in the stated model year.

This certificate of conformity covers only those new compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 60 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 60.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 60. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void *ab initio* for other reasons specified in 40 CFR Part 60.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

The actual engine power may lie outside the limits of the Emissions Power Category shown above. See the certificate application for details.

Warranty

United States Environmental Protection Agency Warranty Statement (Stationary Emergency Compression-Ignition Generators)

Warranty Rights, Obligations and Coverage

Your emission-related warranty covers only components whose failure would increase an engine's emissions of any regulated pollutant where they are designed, built, and equipped to be free from defects in materials and workmanship under applicable regulations of section 213 of the clean air act. To receive information about how to make an emission-related warranty claim, and how to make arrangements for authorized repairs call **1-800-333-1322** or **www.generac.com**. Emission- related warranty claims may be denied without proof of proper maintenance or use, accidents beyond the control of the manufacturer, or act of God. Proper maintenance is specified in the Owner's Manual. Usage is limited to stationary emergency operations and 100 hours per year for maintenance and readiness testing. The warranty period begins when the engine is placed into service. Warranty periods for compression ignition engines greater than 25 horsepower is five years. This warranty is applicable to compression-ignition generator models; equal to and larger than an SD80 starting 1/1/2011, equal to and larger than an SD35 starting 1/1/2012, and all compression-ignition generator models starting 1/1/2013.

Important Note

This warranty statement explains your rights and obligations under the Emission Control System Warranty, which is provided to you by Generac pursuant to federal law. Note that this warranty shall not apply to any incidental, consequential or indirect damages caused by defects in materials or workmanship or any delay in repair or replacement of the defective part(s). This warranty is in place of all other warranties, expressed or implied. Specifically, Generac makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Ratify Termination and Award Multiple Contracts for Landscape Maintenance

Services at Various Locations in the City of Brea

RECOMMENDATION

1. Ratify Termination of S. C. Yamamoto and,

- 2. Award Landscape Maintenance Agreements to:
 - A.) Nieves Landscape Inc. for Mowing at City Parks in the amount of \$103,950;
 - B.) Nieves Landscape Inc. for Landscape Maintenance at City Medians, Parkways and Greenbelts in the amount of \$138,392.64;
 - C.) Nieves Landscape Inc. for Landscape Maintenance in Maintenance District 1 in the amount of \$16,350;
 - D.) Nieves Landscape Inc. for Landscape Maintenance in MD 3 in the amount of \$27,000;
 - E.) Nieves Landscape Inc. for Landscape Maintenance in MD 6 in the amount of \$64,999.92;
 - F.) Nieves Landscape Inc. for Landscape Maintenance in MD 7 in the amount of \$13,410; and
- 3. Authorize City Manager to approve contract extensions.

BACKGROUND/DISCUSSION

In July of 2020, staff posted a joint City RFP on CIPLIST.com for landscape maintenance services that included mowing, irrigation work, ball field maintenance, playground maintenance and other landscape maintenance activities. Of the 33 companies that downloaded the RFP, eight proposals were received, seven of which were qualified proposers. Staff from Brea and La Habra interviewed all seven companies to determine their ability to perform the work required at competitive rates. After evaluating criteria such as appearance of equipment, company's uniform policy, references, quality of work in the field, proposal quality and interview results, staff ranked the companies as follows:

- 1. S. C. Yamamoto, Inc.
- 2. Nieves Landscape, Inc.
- 3. Mariposa Landscapes, Inc.
- 4. Complete Landscape Care, Inc.
- 5. Tropical Plaza Nursery, Inc.
- 6. Priority Landscape Services, LLC.
- 7. Merchants Landscape Services, Inc.

Contracts were awarded in December of 2020 to Mariposa Landscapes, Inc., S. C.

Yamamoto, Inc. and Tropical Plaza Nursery Inc. Some of the other Contractors withdrew their offers for pricing or not meeting insurance requirements.

The effective date of the contracts was January of 2021 for an initial period of four and one half years until June 30, 2025, with three possible one-year extensions at the sole discretion of the City. Awards were made to Companies in an effort to balance cost efficiencies while maintaining quality.

S.C. Yamamoto was awarded six contracts and has struggled to maintain quality levels in all areas. Staff met with them in December 2020 to review the specific Contract areas and related boundaries to avoid a long learning curve. Staff has also met with them on several other occasions in addition to the daily interactions with our Landscape Contract Administrator. Staff suggested schedules for City and Maintenance District areas to help improve their productivity and quality. On June 22, 2021, staff issued a Notice-to-Cure letter giving the Contractor 30 days to resolve their quality and productivity issues until July 21, 2021. After an unsatisfactory response to the Notice-to-Cure, a 30-day Notice to Terminate was issued on July 21, 2021, which will be effective August 20, 2021.

Staff is recommending the six contracts be awarded to Nieves Landscape, Inc. who rated second highest in all areas evaluated. The following chart shows current prices and recently negotiated prices with Nieves.

Agreement/Contractor	New Contract Price	Current Contract Price	Difference
Parks Mowing - Nieves Landscape	\$103,950	\$68,040	\$36,708
Landscape Maintenance at Medians/Entry Markers and Greenbelts - Nieves Landscape	\$138,392.86	\$139,560	(\$1,167.14)
Landscape Maintenance in Maintenance District 1 - Nieves Landscape	\$16,350	\$12,480	\$3,870
Landscape Maintenance in Maintenance District 3 - Nieves Landscape	\$27,000	\$21,120	\$5,880
Landscape Maintenance in Maintenance District 6 - Nieves Landscape	\$65,000	\$60,000	\$5,000
Landscape Maintenance in Maintenance District 7 - Nieves Landscape	\$13,410	\$10,080	\$3,330

As shown above, the cost increase to the mowing contract is \$35,910 from the current cost and \$28,111 more than the pre-RFP contract price of \$75,833. Increases to the Districts compared to the pre-RFP contract prices are shown below:

District	New Contract Price	Pre-RFP Contract Price	Difference
M.D. #1	\$16,350	\$14,712	\$1,638
M.D. #3	\$27,000	\$24,961	\$2,039
M.D. #6	\$65,000	\$66,009	(\$1,009)
M.D. #7	\$13,410	\$13,206	\$204

If approved, the new contracts with Nieves would go into effect immediately with the initial term to expire on June 30, 2025. Just as with the original landscape contracts, staff recommends the contracts include three possible one-year extensions at the sole discretion of the City. Any potential future CPI increases would be reviewed and approved by the Finance Committee.

SUMMARY/FISCAL IMPACT

Staff issued a joint RFP with the City of La Habra in July of 2020. The two cities interviewed the seven proposers and based on the interviews, proposals and references, staff made award recommendations. S.C. Yamamoto has been unable to meet it's contract conditions and was issued a Notice of Termination effective August 20, 2021. Staff is recommending the six contracts be awarded to Nieves Landscape, Inc. The additional funding needed (shown below) will be addressed through the first quarter 2021-2022 budget adjustments:

110-51-5141-4269:	\$36,708
110-51-5143-4269:	\$0
341-51-5112-4266:	\$1,638
343-51-5112-4266:	\$2,039
346-51-5112-4266:	\$0
347-51-5112-4266:	\$204

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

Agreement for Parks Mowing

Agreement for City Medians Greenbelts Entry

Agreement for MD 1 Landscape Maintenance

Agreement for MD3 Landscape Maintenance

Agreement for MD 6 Landscape Maintenance

Agreement for MD 7 Landscape Maintenance

Notice to Cure

Notice of Termination

Fee Schedule Parks Mowing

Fee Schedule City Medians Greenbelts Entry Markers

Fee Schedule MD1

Fee Schedule MD3

Fee Schedule MD6

Fee Schedule MD 7

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [August 17, 2021 for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Nieves Landscape Inc.] ("Contractor"), a [California] [C Corporation]. Contractor's CSLB license number is [674709]. Contractor's DIR registration number is [1000012716].

RECITALS

- A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Parks Mowing].
- B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

- **1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:
- A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.
- B. "Contract Amount": [\$ One Hundred Three Thousand, Nine Hundred and Fifty Dollars (\$ 103,950.00)] per year.
 - C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- D. "Indemnitees": the City and its officers, employees, agents, and volunteers.
- E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.
- G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.
 - H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

- A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.
- B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.
- C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.
- D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.
- E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

- A. Base Term. The base term of this Agreement shall be just under four years, commencing on August 20, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.
- B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.
- C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.
- D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

- A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.
- B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.
- C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.
- D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.
- 5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.
- 6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

- A. Requirement. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.
- B. Scope. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.
- C. Survival. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.
- **8. Insurance.** Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.
- **9. Accounting Records.** During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.
- **10. Suspension.** The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.
- 11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City

City of Brea

545 N. Berry St. Brea. CA 92821

Attn: Bill Bowlus

Attil. Dili bowius

E-mail: BillB@ci.brea.ca.us

Contractor

Nieves Landscape Inc.

1629 E. Edinger Ave.

Santa Ana, California 92705 Attn: Greg Nieves, President

E-mail: gnieves@nieveslandscape.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

- 13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
- **14. Exhibits.** The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.
- 15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
- 16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

[contractor name]	_ 1
[use this signature block if continued the	ontractor is a corporation] Secretary Asst. Secretary Chief Finance Officer Asst. Treasurer
Pursuant to California Corporations Code Section 313 signatory holds at least one of the offices designated of	
[use this signature block if contract	tor is a limited liability company]
Manager	Manager
Pursuant to California Corporations Code Section 1 unless the articles of incorporation state that the firm is	
City of Brea	
Steven Vargas, Mayor	
Steven vargas, Mayor	
Attest:	
_illian Harris-Neal, City Clerk	

EXHIBIT A Scope of Services

(attached)

EXHIBIT B Fee Schedule

(attached)

EXHIBIT C Insurance Requirements

- 1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.

2. General Requirements

- A. The 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. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
- C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

- A. Commercial General Liability (CGL)
 - a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
 - b. Limits shall be no less than \$2,000,000 per occurrence.
 - c. Products-Completed Operations (PCO)

 Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.
- B. Automobile Liability Insurance (ALI)
 - a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
 - b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

- comply with such provisions before commencing the performance of the work of this contract; and
- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.
- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:
 - A. Commercial General Liability & Contractors Pollution Liability
 - Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
 - b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
 - c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
 - d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.
 - B. Auto Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
 - b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- Parameter Properties of Peductible of Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The 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.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D Labor Code Requirements

- 1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
- 2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
- 3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
- 5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in

any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
- 8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
- 9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
- 10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [August 17, 2021 for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Nieves Landscape Inc.] ("Contractor"), a [California] [C Corporation]. Contractor's CSLB license number is [674709]. Contractor's DIR registration number is [1000012716].

RECITALS

- A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [City Medians, Greenbelts and Entry Markers].
- B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

- **1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:
- A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.
- B. "Contract Amount": [\$ One Hundred Thirty-Eight Thousand, Three Hundred Ninety-Two Dollars and 64 cents (\$ 138,392.64)] per year.
 - C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- D. "Indemnitees": the City and its officers, employees, agents, and volunteers.
- E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.
- G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.
 - H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

- A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.
- B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.
- C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.
- D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.
- E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

- A. Base Term. The base term of this Agreement shall be just under four years, commencing on August 20, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.
- B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.
- C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.
- D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

- A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.
- B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.
- C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.
- D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.
- 5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.
- 6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

- A. Requirement. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.
- B. Scope. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.
- C. Survival. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.
- **8. Insurance.** Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.
- **9. Accounting Records.** During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.
- **10. Suspension.** The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.
- 11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea

545 N. Berry St. Brea, CA 92821

Attn: Bill Bowlus

E-mail: BillB@ci.brea.ca.us

Contractor

Nieves Landscape Inc.

1629 E. Edinger Ave.

Santa Ana, California 92705 Attn: Greg Nieves, President

E-mail: gnieves@nieveslandscape.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

- 13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
- **14. Exhibits.** The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.
- 15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
- 16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5. [contractor name] Juse this signature block if contractor is a corporation □ Chairperson \ President □ Vice President □ Chief Finance Officer □ Asst. Treasurer [Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.] [use this signature block if contractor is a limited liability company] Manager Manager [Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.] City of Brea Steven Vargas, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A Scope of Services

(attached)

EXHIBIT B Fee Schedule

(attached)

EXHIBIT C Insurance Requirements

- 1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement, Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.

2. General Requirements

- A. The 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. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
- C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

- A. Commercial General Liability (CGL)
 - a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
 - b. Limits shall be no less than \$2,000,000 per occurrence.
 - c. Products-Completed Operations (PCO)

 Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.
- B. Automobile Liability Insurance (ALI)
 - a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
 - b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

- comply with such provisions before commencing the performance of the work of this contract; and
- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.
- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:
 - A. Commercial General Liability & Contractors Pollution Liability
 - Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
 - b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
 - c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
 - d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.
 - B. Auto Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
 - b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The 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.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D Labor Code Requirements

- 1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
- 2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
- 3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
- 5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in

- any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.
- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
- 8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
- 9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
- 10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:
 - "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [August 17, 2021 for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Nieves Landscape Inc.] ("Contractor"), a [California] [C Corporation]. Contractor's CSLB license number is [674709]. Contractor's DIR registration number is [1000012716].

RECITALS

- A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Maintenance District 1].
- B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

- **1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:
- A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.
- B. "Contract Amount": [\$ Sixteen Thousand, Three Hundred and Fifty Dollars (\$ 16,350.00)] per year.
 - C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- D. "Indemnitees": the City and its officers, employees, agents, and volunteers.
- E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.
- G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.
 - H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

- A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.
- B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.
- C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.
- D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.
- E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

- A. Base Term. The base term of this Agreement shall be just under four years, commencing on August 20, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.
- B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.
- C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.
- D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

- A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.
- B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.
- C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.
- D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.
- 5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.
- 6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

- A. Requirement. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.
- B. Scope. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.
- C. Survival. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.
- **8. Insurance.** Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.
- **9.** Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.
- **10. Suspension.** The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.
- 11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City

City of Brea 545 N. Berry St. Brea, CA 92821 Attn: Bill Bowlus

E-mail: BillB@ci.brea.ca.us

Contractor

Nieves Landscape Inc. 1629 E. Edinger Ave. Santa Ana, California 92705 Attn: Greg Nieves, President

E-mail: gnieves@nieveslandscape.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

- 13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
- **14. Exhibits.** The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.
- 15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
- 16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

[contractor name]

[use this signature block if contractor is a corporation]

□ Chairperson President □ Secretary □ Asst. Secretary □ Chief Finance Officer □ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if contractor is a limited liability company]

Manager	Manager	_

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Steven Vargas, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A Scope of Services

(attached)

EXHIBIT B Fee Schedule

(attached)

EXHIBIT C Insurance Requirements

- 1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.

2. General Requirements

- A. The 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. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
- C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

A. Commercial General Liability (CGL)

a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.

Limits shall be no less than \$2,000,000 per occurrence.

C. Products-Completed Operations (PCO)
Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.

b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:

 A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and

ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

 Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing

work on behalf of the City, Contractor must provide:

i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

- comply with such provisions before commencing the performance of the work of this contract; and
- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.
- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:
 - A. Commercial General Liability & Contractors Pollution Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
 - b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
 - c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
 - d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.
 - B. Auto Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
 - b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The 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.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D Labor Code Requirements

- 1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
- 2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
- 3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
- 5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in

any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
- 8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
- 9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
- 10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [August 17, 2021 for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Nieves Landscape Inc.] ("Contractor"), a [California] [C Corporation]. Contractor's CSLB license number is [674709]. Contractor's DIR registration number is [1000012716].

RECITALS

- A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Maintenance District 3].
- B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

- **1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:
- A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.
- B. "Contract Amount": [\$ Twenty-Seven Thousand Dollars (\$ 27,000.00)] per year.
 - C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- D. "Indemnitees": the City and its officers, employees, agents, and volunteers.
- E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.
- G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.
 - H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

- A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.
- B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.
- C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.
- D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.
- E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

- A. Base Term. The base term of this Agreement shall be just under four years, commencing on August 20, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.
- B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.
- C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.
- D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

- A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.
- B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.
- C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.
- D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.
- 5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.
- 6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

- A. Requirement. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.
- B. Scope. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.
- C. Survival. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.
- **8. Insurance.** Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.
- **9. Accounting Records.** During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.
- **10. Suspension.** The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.
- 11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City

City of Brea 545 N. Berry St.

Brea, CA 92821

Attn: Bill Bowlus

E-mail: BillB@ci.brea.ca.us

Contractor

Nieves Landscape Inc. 1629 E. Edinger Ave.

Santa Ana, California 92705

Attn: Greg Nieves, President

E-mail: gnieves@nieveslandscape.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

- 13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
- **14. Exhibits.** The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.
- 15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
- 16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5. [contractor name] [use this signature block if contractor is a corporation] □ Chairper □ Vice Préside Chief Finance Officer
Asst. Treasurer [Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.] [use this signature block if contractor is a limited liability company] Manager Manager [Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.] City of Brea Steven Vargas, Mayor Attest:

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized

Lillian Harris-Neal, City Clerk

EXHIBIT A Scope of Services

(attached)

EXHIBIT B Fee Schedule

(attached)

EXHIBIT C Insurance Requirements

- 1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.

2. General Requirements

- A. The 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. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
- C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

- A. Commercial General Liability (CGL)
 - a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
 - b. Limits shall be no less than \$2,000,000 per occurrence.
 - c. Products-Completed Operations (PCO) Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.
- B. Automobile Liability Insurance (ALI)
 - a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
 - b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

- comply with such provisions before commencing the performance of the work of this contract; and
- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.
- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:
 - A. Commercial General Liability & Contractors Pollution Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
 - b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
 - c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
 - d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.
 - B. Auto Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
 - b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C: Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The 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.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D Labor Code Requirements

- 1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
- 2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
- 3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
- 5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in

any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
- 8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
- 9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
- 10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [August 17, 2021 for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Nieves Landscape Inc.] ("Contractor"), a [California] [C Corporation]. Contractor's CSLB license number is [674709]. Contractor's DIR registration number is [1000012716].

RECITALS

- A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Maintenance District 6].
- B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

- **1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:
- A. "Contract Administrator": Public Works Superintendent Bill Bowlus or a duly authorized designee.
- B. "Contract Amount": [\$ Sixty-Four Thousand Nine Hundred and Ninety-Nine Dollars and 92 cents (\$ 64,999.92)] per year.
 - C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- D. "Indemnitees": the City and its officers, employees, agents, and volunteers.
- E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.
- G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.
 - H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

- A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.
- B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.
- C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.
- D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.
- E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

- A. Base Term. The base term of this Agreement shall be just under four years, commencing on August 20, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.
- B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.
- C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.
- D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

- A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.
- B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.
- C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.
- D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.
- 5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.
- 6. PERS Compliance. Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

- A. Requirement. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.
- B. Scope. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.
- C. Survival. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.
- **8. Insurance.** Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.
- **9.** Accounting Records. During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.
- **10. Suspension.** The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.
- 11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City

City of Brea

545 N. Berry St.

Brea, CA 92821

Attn: Bill Bowlus

E-mail: BillB@ci.brea.ca.us

Contractor

Nieves Landscape Inc.

1629 E. Edinger Ave.

Santa Ana, California 92705

Attn: Greg Nieves, President

E-mail: gnieves@nieveslandscape.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

- 13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
- **14. Exhibits.** The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.
- 15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
- 16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5.

□ Chairperson President □ Vice President	ontractor is a corporation] Secretary Asst. Secretary Chief Finance Officer Asst. Treasurer
[Pursuant to California Corporations Code Section 31s signatory holds at least one of the offices designated of	
[use this signature block if contract	tor is a limited liability company]
Manager	Manager
[Pursuant to California Corporations Code Section 1 unless the articles of incorporation state that the firm is	
City of Brea	
Steven Vargas, Mayor	
Attest:	
Lillian Harris-Neal, City Clerk	e

[contractor name]

EXHIBIT A Scope of Services

(attached)

EXHIBIT B Fee Schedule

(attached)

EXHIBIT C Insurance Requirements

- 1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement. Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.

2. General Requirements

- A. The 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. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
- C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

- A. Commercial General Liability (CGL)
 - a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
 - b. Limits shall be no less than \$2,000,000 per occurrence.
 - c. Products-Completed Operations (PCO) Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.
- B. Automobile Liability Insurance (ALI)
 - ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
 - b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - i. A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

- comply with such provisions before commencing the performance of the work of this contract; and
- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.
- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:
 - A. Commercial General Liability & Contractors Pollution Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
 - b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
 - c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
 - d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.
 - B. Auto Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
 - b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5. Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- F. Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The 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.

- G. Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- Harmonic Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D Labor Code Requirements

- 1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
- Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
- 3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
- 5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in

any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
- 8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
- 9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
- 10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is dated [August 17, 2021 for reference purposes and is executed by the City of Brea ("City"), a California municipal corporation, and [Nieves Landscape Inc.] ("Contractor"), a [California] [C Corporation]. Contractor's CSLB license number is [674709]. Contractor's DIR registration number is [1000012716].

RECITALS

- A. The City desires to retain Contractor as an independent contractor to provide landscape maintenance services at the following City facility or Landscape and Lighting Maintenance District: [Maintenance District 7].
- B. Contractor represents that it is fully qualified to perform such work by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

- **1. Definitions.** In addition to the terms defined above, the following definitions shall apply for purposes of this Agreement:
- A. "Contract Administrator"; Public Works Superintendent Bill Bowlus or a duly authorized designee.
- B. "Contract Amount": [\$ Thirteen Thousand Four Hundred and Ten Dollars (\$ 13,410.00)] per year.
 - C. "Fee Schedule": the fee schedule set forth in the attached Exhibit B.
- D. "Indemnitees": the City and its officers, employees, agents, and volunteers.
- E. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit C.
- F. "Labor Code Requirements": the Labor Code requirements set forth in the attached Exhibit D.
- G. "Liabilities": actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.
 - H. "Services": the tasks set forth in the attached Exhibit A.

2. Services.

- A. General Requirements. Contractor shall perform the Services in a timely, regular basis in accordance with applicable laws. Time is of the essence in the performance of this Agreement.
- B. Labor Code Requirements. Contractor acknowledges that the Services are a "public work" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.). Contractor shall comply with the Labor Code Requirements.
- C. Performance Standard. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City. Contractor shall consult the Contract Administrator for any decisions that must be made by the City.
- D. Customer Care. While fulfilling the terms of this Agreement, Contractor is performing as a representative of City and shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to the Contract Administrator.
- E. Cooperation. In the event any claim is brought against the City relating to Contractor's performance of the Services, Contractor shall provide any reasonable assistance and cooperation that the City might require.

3. Term.

- A. Base Term. The base term of this Agreement shall be just under four years, commencing on August 20, 2021 and expiring on June 30, 2025, unless extended or earlier terminated as provided herein.
- B. Extension Options. The City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The one-year extension options may be exercised sequentially or concurrently. To exercise an extension option, the City shall give written notice to Contractor at least 30 days prior to the then-scheduled expiration date.
- C. City Manager Authority. The City Manager may exercise extension options without prior City Council approval if both of the following conditions are satisfied: (i) the compensation to be paid Contractor for the applicable extension period has been approved and is included in a City Council-approved budget; and (ii) Contractor is not in breach of this Agreement.
- D. Termination. If either party breaches this Agreement and fails to cure such breach within seven days of written notice, then the non-breaching party may immediately terminate this Agreement for cause. Additionally, the City may terminate this Agreement for convenience upon 60 days prior written notice to Contractor.

4. Compensation.

- A. Full Satisfaction. The City shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Contractor under this Agreement exceed the Contract Amount.
- B. Invoices. Contractor shall submit monthly invoices to the City for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 30 days of receipt of each invoice, the City shall pay all undisputed amounts on the invoice. City shall not withhold applicable taxes or other authorized deductions from the payments, and Contractor shall pay all required taxes on the payments.
- C. CPI Adjustment: Subject to paragraph D below, starting July 1, 2022, and on an annual basis thereafter, the Fee Schedule shall be adjusted using the Consumer Price index for all Urban Consumers for the Los Angeles, Riverside, Anaheim Metropolitan Area (CPI-U) for the most recent twelve (12) months ending on December 31st prior to the July 1 rate adjustment based on data available from the United States Bureau of Labor Statistics.
- D. Council Approval Requirement. The Fee Schedule shall not be revised during the term of this Agreement (including any extension periods) without prior approval by the City Council.
- 5. Independent Contractor Status. Contractor is, and shall at all times remain as to the City, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or to act otherwise on behalf of the City as an agent. Neither the City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.
- **6. PERS Compliance.** Contractor acknowledges that the City is a local agency member of California's Public Employees' Retirement System ("PERS"), and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to the City to perform the Services, Contractor shall assure compliance with the Public Employees' Retirement Law (Government Code § 20000 et seq.) and the Public Employees' Pension Reform Act of 2013 (Government Code 7522 et seq.). Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

7. Indemnification.

- A. Requirement. Contractor shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Contractor or its subcontractors in connection with this Agreement.
- B. Scope. Contractor's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the City. However, Contractor's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by consensus of the parties.
- C. Survival. Contractor's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.
- **8. Insurance.** Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the Insurance Requirements.
- **9. Accounting Records.** During the term of this Agreement and for a period of three years after termination or expiration, Contractor shall maintain all accounting and financial records related to this Agreement in accordance with generally accepted accounting practices, and shall keep and make records available for inspection and audit by City representatives upon reasonable written notice.
- **10. Suspension.** The Contract Administrator may suspend all or any part of the Services for the City's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Contractor.
- 11. Notices. Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City City of Brea

545 N. Berry St.

Brea, CA 92821

Attn: Bill Bowlus

E-mail: BillB@ci.brea.ca.us

Contractor

Nieves Landscape Inc.

1629 E. Edinger Ave.

Santa Ana, California 92705

Attn: Greg Nieves, President

E-mail: gnieves@nieveslandscape.com

12. Assignability. Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager's

prior written consent. This prohibition is not intended to preclude, and shall not be interpreted as precluding, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

- 13. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Orange County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
- **14. Exhibits.** The attached Exhibits A through D are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.
- 15. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
- 16. Entire Agreement. This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Services. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

ISIGNATURES ON FOLLOWING PAGE

TO EXECUTE THIS AGREEMENT, the parties have caused their duly authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of Government Code Section 16.5. [contractor name] [use this signature block if contractor is/a corporation □ Vice President □ Chief Finance Officer □ Asst. Treasurer [Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.] [use this signature block if contractor is a limited liability company] Manager Manager [Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.] City of Brea Steven Vargas, Mayor Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A Scope of Services

(attached)

EXHIBIT B Fee Schedule

(attached)

EXHIBIT C Insurance Requirements

- 1. Summary. Insurance coverages shall comply with requirements set forth herein.
 - A. Rating Requirements. A /VII minimum.
 - B. Commercial General Liability (CGL) + (PCO)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement. Required.
 - c. Waiver of Subrogation. Required.
 - C. Automobile Liability Insurance (ALI) (any auto)
 - a. \$2,000,000 Minimum. Per occurrence.
 - b. Additional Insured Endorsement, Required.
 - c. Waiver of Subrogation. Required.
 - d. Exception. Not required if no vehicles used except for deliveries.
 - D. Workers' Compensation (WC) and Employer's Liability (ELI)
 - a. Statutory limits for Worker's Compensation.
 - b. \$1,000,000 Minimum. Per accident for bodily injury or disease.
 - c. Additional Insured Endorsement, Not Required.
 - d. Waiver of Subrogation. Required.
 - e. Exception. Not required if no employees used for these Services.

2. General Requirements

- A. The 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. If the existing policies do not meet these requirements, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the term of this Agreement, the following policies of insurance.
- C. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.

D. If Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

3. Coverages

- A. Commercial General Liability (CGL)
 - a. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
 - b. Limits shall be no less than \$2,000,000 per occurrence.
 - c. Products-Completed Operations (PCO) Contractor shall procure and submit to the City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- a. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - ii. A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

- a. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b. Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor has no employees who will be performing work on behalf of the City, Contractor must provide:
 - i. A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will

- comply with such provisions before commencing the performance of the work of this contract; and
- ii. A certification that Contractor does not employ any individual(s) in the course and scope of business operations.
- 4. Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:
 - A. Commercial General Liability & Contractors Pollution Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.
 - b. Additional Insured Endorsements shall not:
 - Be limited to "Ongoing Operations".
 - Exclude "Contractual Liability".
 - Restrict coverage to the "Sole" liability of Contractor.
 - Exclude "Third-Party-Over Actions".
 - Contain any other exclusion contrary to this Agreement.
 - c. Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.
 - d. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.
 - B. Auto Liability
 - a. Additional Insured. The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor.
 - b. Primary Insurance. This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Miscellaneous.

- A. Insurance Obligations of Contractor. The insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.
- B. Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a 30 day written notice of cancellation has been served upon City except 10 days shall be allowed for non-payment of premium.
- C. Waiver of Subrogation. Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- D. Evidence of Insurance. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least 15 days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within 10 days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the

indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The 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.

- G Contractual Liability. The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.
- H. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.
- J. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.
- K. Claims Made Policies. If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of this Agreement and an extended reporting period shall be provided for a period of at least five years from termination or expiration of this Agreement.
- L. Insurance for Subcontractors. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT D Labor Code Requirements

- 1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services are on file at City Hall and will be made available to any interested party on request. By initiating any Work, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.
- Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.
- 3. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. Contractor has 10 days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, Contractor shall forfeit \$100 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 4. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.
- 5. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to the City, forfeit \$25 for each worker employed in the performance of the Services by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in

any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than 1.5 times the basic rate of pay.

- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 7. Contractor shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Contractor or any subcontractor becomes debarred or suspended during the duration of this Agreement, Contractor shall immediately notify the City.
- 8. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
- 9. The Services are subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
- 10. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract."



June 23, 2021

Mr. Shinsuke Yamamoto, President S. C. YAMAMOTO, INC. 2031 Emery Avenue La Habra, CA 90631

RE: Landscape Contract Deficiencies - Notice to Cure

This letter is to inform you of landscape contract deficiencies that continue to occur since the contract started.

The City is experiencing deficiencies in all of your Contracts as discussed with you at our meeting on June 17, 2021. Your mowing and maintenance operations continue to provide below standard results and insufficient staffing levels per your proposals.

The mowing services cut the turf unevenly, areas are missed and scalped. Edging and string trimmer operations are not thorough or consistent. Maintenance operations are not consistent for trimming, low productivity and mechanical or chemical weed abatement.

The City is giving you a formal 30-day Notice to Cure as of yesterday, June 22, 2021. July 21, 2021 is the end of the cure period. If the deficiencies have not been corrected and maintained consistently the City will proceed with a 30-day Notice to Terminate selected or all of your contracts.

If you have any questions, call me at (714) 990-7694.

PUBLIC WORKS DEPARTMENT

Bill Bowlus

Public Works Superintendent

Cc: Tony Olmos, P.E., Director of Public Works

S. C. Yamamoto MD3 File



July 21, 2021

Mr. Shinsuke Yamamoto, President S. C. YAMAMOTO, INC. 2031 Emery Avenue La Habra, CA 90631

RE: Landscape Contract Deficiencies - Notice of Termination

This letter is to inform you of your failure to correct the landscape contract deficiencies as identified in the Notice to Cure letter dated June 22, 2021.

Your contracts with the City in the following areas will terminate on August 20, 2021, and services will be prorated for the month of August.

- Parks Mowing
- o Landscape Maintenance at City medians, parkways, greenbelts and entry markers
- Landscape Maintenance in Maintenance District #1
- Landscape Maintenance in Maintenance District #3
- Landscape Maintenance in Maintenance District #6
- Landscape Maintenance in Maintenance District #7

If you have any questions, please call me at (714) 990-7694.

PUBLIC WORKS DEPARTMENT nee Paulas

Bill Bowlus

Public Works Superintendent

Cc: Tony Olmos, P.E., Director of Public Works

S. C. Yamamoto MD3 File

FEE SCHEDULE #3: BREA - MOWING AT CITY PARKS (BREA)

Bidder: Nieves Landscape, Inc.

Revised as of 7/15/2021



Item	Park Location to Mow and Edge	Quantity in Square Feet	Unit Price (each mow)	Total (Unit x 42)
1.	Country Hills Park 182 N Associated Rd.	246,427	\$336.00	\$14,112.00
2.	City Hall Park 201 S Brea Blvd.	114,244	\$156.00	\$6,552.00
3.	Arovista Park (phase 1, fields/slope,grove) Imperial Hwy at Berry Street	288,298	\$393.00	\$16, 50 6.00
4.	Arovista Park (phase 2, playground) 501 Sievers Ave.	123,536	\$168.00	\$7,056.00
5.	Founders Park 777 Skyler Way	66,400	\$91.00	\$3,822.00
6.	Greenbriar Park Greenbriar and Associated	166,700	\$227.00	\$9,534.00
7.	Jr. High Park 432 N Country Lane	262,142	\$357.00	\$14,994.00
8.	Lagos de Moreno Park 322 E Birch	23,300	\$32.00	\$1,344.00
9.	Olinda Ranch Park 4001 Carbon Canyon Rd.	220,970	\$301.00	\$12,642.00
10.	Olinda Oil Museum and Trail 4025 Santa Fe Rd.	10,750	\$16.00	\$672.00
11.	Tamarack Park 500 N Tamarack	178,470	\$243.00	\$10,206.00
12.	Wildcatters Park 3301 E Santa Fe	95,503	\$130.00	\$5,460.00
13.	Woodcrest Park Woodcrest at Cedarcrest	18,480	\$25.00	\$1,050.00

Total Schedule in words:	One hundred three thousand nine hundred fifty dollars and no/ cents			
Total Schedule in figures:	\$ 103,950.00			

Contractor Staff Information			
Number of days per week:	4		
Staff per day: 3	_		
Total staff hours per day:	24		

^{*} Bidder declares that he or she has read and understands the scope of services

Revised as of 7/15/2021

FEE SCHEDULE #5: BREA – MOWING AND LANDSCAPE MAINTENANCE AT CITY MEDIANS, GREENBELTS, ENTRY MARKERS AND PARKWAYS (No irrigation system maintenance)

Item	Location	Turf Square Footage	Planter Square Footage	Unit Price (weekly visit with 42	Total (Unit x 52)
				mows/year)	
	Medians				
1.	N Berry St. Central to Northwood	0	4,218	\$21.00	\$1,092.00
2.	Northwood Berry St to Dorothy	0	0	\$10.12	\$526.24
3.	Northwood juniper medians Dorothy to Puente	0	6,060	\$30.00	\$1,560.00
4.	Lambert Rd. Pointe to Starflower	0	23,174	\$116.00	\$6,032.00
5.	Old Associated Eucalyptus to Imperial	0	17,840	\$89.00	\$4,628.00
6.	State College Blvd. Trail to Imperial	0	14,550	\$73.00	\$3,796.00
7.	Brea Blvd. Tracks to Juniper	0	30,925	\$155.00	\$8,060.00
8.	Birch St Poplar to just past Associated	0	32,440	\$162.00	\$8,424.00
9.	Imperial medians East entry marker to Berry	0	11,000	\$55.00	\$2,860.00
10.	Wardman/Southridge	0	1,620	\$10.00	\$520.00
11.	Havenhurst/Whittier Baywood to Whittier	0	1,800	\$10.00	\$520.00
12.	Sports Park Sunflower to Valencia	0	10,543	\$53.00	\$2,756.00
13.	Central Site to Tamarack	0	4,310	\$22.00	\$1,144.00
14.	Kraemer Birch to Imperial	0	4,275	\$21.00	\$1,092.00
15.	Valencia Imperial to Sandpiper	0	18,085	\$90.00	\$4,680.00
16.	Puente (artificial turf-blow) (hand water trees) Central to Whittier	575	0	\$10.00	\$520.00

Revised as of 7/15/2021



FEE SCHEDULE #5: BREA CONTINUED (No irrigation system maintenance)

Item	Location	Turf Square Footage	Planter Square Footage	Unit Price (weekly visit with 42 mows/year)	Total (Unit x 42)
	Greenbelts				
1.	Pyramid Park Northwood and La Canada	3,550	4,131	\$56.00	\$2,352.00
2.	Brea Blvd., (NE Corner) Brea Blvd and Central	7,893	2,720	\$93.00	\$3,906.00
3.	Lambert and State College	0	63,752	\$319.00	\$13,398.00
4.	Laurel Connector Park Laurel at Birch	2,420	880	\$29.00	\$1,218.00
5.	Parking Structure 1 Walnut and Ash	0	5,329	\$27.00	\$1,134.00
6.	PK Burgers PK East to City Limit	0	84,764	\$396.20	\$16,640.40
7.	Kraemer greenbelt Channel to Birch	0	16,377	\$82.00	\$3,444.00
	Entry Markers/Others			1	
1.	Trail at Birch Hills Birch Hills, Kraemer to cage	0	1,700	\$5.00	\$210.00
2.	Orbitor St Slope Kraemer to Saturn	0	60,120	\$167.00	\$7,014.00
3.	Central Entry Marker Central at Vallejo	0	150	\$5.00	\$210.00
4.	Lambert/Pioneer Marker	0	1,053	\$5.00	\$210.00
5.	State College Entry Marker State College and Elm	0	1,600	\$5.00	\$210.00
6.	Imperial Frontage Imperial and Jasmine Dr	0	6,700	\$19.00	\$798.00
7.	Imperial at Taps Imperial and Orange St	0	840	\$5.00	\$210.00
8.	Imperial Bus Stop Imperial and Laurel	0	1,936	\$5.00	\$210.00

Revised as of 7/15/2021

FEE SCHEDULE #5: BREA CONTINUED (No irrigation system maintenance)

9.	Imperial Sound wall Associated to east end of wall	0	16,950	\$85.00	\$3,570.00
10.	Brea Blvd. South of dentist office	0	140	\$5.00	\$210.00
11.	Whittier Circle Between Havenhurst/Puente	0	314	\$5.00	\$210.00
12.	Lambert Wall Cliffwood to St. College	0	12,566	\$63.00	\$2,646.00

Revised as of 7/15/2021 *(*

FEE SCHEDULE #5: BREA CONTINUED (No irrigation system maintenance)

Item	Location	Turf Square Footage	Planter Square Footage	Unit Price (weekly visit with 42 mows/year)	Total (Unit x 42)
	Parkways				
1.	Lambert N side pkwy/plntr Wildcat to Wandering	11,850	33,930	\$288.00	\$12,096.00
2.	Lambert S side pkwy/plntr Associated to HOA border east	13,985	5,300	\$166.00	\$6,972.00
3.	New Associated Rd Lambert to Sleepy Hollow	8,935	0	\$89.00	\$3,738.00
4.	Aurora St. Eucalyptus to Hillhaven	0	9,445	\$47.00	\$1,974.00
5.	Catalpa Imperial to Catalpa	700	810	\$11.00	\$462.00
6.	Randolph Circle South of Imperial Highway	0	7,635	\$38.00	\$1,596.00
7.	Orange Street Imperial to Ash	2,500	0	\$25.00	\$1,050.00
8.	N Berry St Central to Stonebridge	10,728	0	\$107.00	\$4,494.00

Total Schedule in words:	
One hundred thirty-eight thousand three hundred ninety-two dollars and 64 cents	
Total Schedule in figures: \$138,392.64	

^{*} Bidder declares that he or she has read and understands the scope of services

Statt Information	
Number of days per week Staff per day: 3	: 4
Total staff hours per day:	24

FEE SCHEDULE #8: BREA-LANDSCAPE MAINTENANCE AT MAINTENANCE DISTRICT 1

Revised as of 7/15/2021 (N)

Bidder: Nieves Landscape, Inc.

Item	Description	Quantity in Square Feet	Unit Price 1. Per mow 2. Per month	Total 1. Unit x 42 2. Unit x 12
1.	Mow at Maintenance District #1	2,210	\$31.00	\$1,302.00
2.	Weekly landscape maintenance at Maintenance District #1	165,060	\$1,254.00	\$15,048.00

Total Schedule in words:
Sixteen thousand three hundred fifty dollars and no cents
Total Schedule in figures: \$16,350.00
* Bidder declares that he or she has read and understands the scope of services
Staff Information

Staff per day: 3

Total staff hours per day: 24

Number of days per week: 1

FEE SCHEDULE #9: BREA-LANDSCAPE MAINTENANCE AT MAINTENANCE DISTRICT 3

Revised as of 7/15/2021

Service of	
(1)	
ML	
100,000	

Item	Description	Quantity in Square Feet	Unit Price 1. Per mow 2. Per month	Total 1. Unit x 42 2. Unit x 12
1.	Mow at Maintenance District #3	94,062	\$564.00	\$23,688.00
2.	Weekly landscape maintenance at Maintenance District #3	56,364	\$276.00	\$3,312.00

Total Schedule in words:
Twenty-seven thousand dollars and no/cents
Total Schedule in figures: \$27,000.00
* Bidder declares that he or she has read and understands the scope of services
Staff Information
Number of days per week: 1
Staff per day: 3
Total staff hours per day: 24

FEE SCHEDULE #11: BREA-LANDSCAPE MAINTENANCE AT MAINTENANCE DISTRICT 6

Revised as of 7/15/2021

(V)
The same of the sa

Item	Description	Quantity in Square Feet	Unit Price 1. Per mow 2. Per month	Total 1. Unit x 42 2. Unit x 12
1.	Mow at Maintenance District #6	12,400	\$136.00	\$5,712.00
2.	Weekly landscape maintenance at Maintenance District #6	684,560	\$4,940.66	\$59,287.92

Total Schedule in words:
Sixty-four thousand nine hundred ninety-nine dollars and 92 cents
Total Schedule in figures: \$64,999.92
* Bidder declares that he or she has read and understands the scope of services Staff Information
Number of days per week: 2Staff per day: 3 Total staff hours per day: 24

FEE SCHEDULE #12: BREA-LANDSCAPE MAINTENANCE AT MAINTENANCE DISTRICT 7

Revised as of 7/15/2021 ()

Bidder: Nieves Landscape, Inc.	
--------------------------------	--

Item	Description	Quantity in Square Feet	Unit Price 1. Per mow 2. Per month	Total 1. Unit x 42 2. Unit x 12
1.	Mow at Maintenance District #7	14,796	\$225.00	\$9,450.00
2.	Weekly landscape maintenance at Maintenance District #7	42,577	\$330.00	\$3,960.00

Thirteen thousand four hundred ten dollars and no cents	
Total Schedule in figures: \$13,410.00	

*	Bidder	declares	that he	or she	has	read	and	underst	ands	the	scope	of	servi	ices

Staff Information

Number of days per week	: 1
Staff per day: 3	
Total staff hours per day:	24

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Acceptance of the Imperial Highway/Berry Street Intersection Improvements, CIP

Project No. 7278

RECOMMENDATION

Accept project as complete and authorize City Clerk to record Notice of Completion;
 and

2. Authorize City Clerk to release the Payment and Performance Bonds.

BACKGROUND/DISCUSSION

On December 15, 2020, the City Council awarded a Contract to Hardy & Harper, Inc. ("Hardy & Harper) in the amount of \$565,000 for the Imperial Highway/Berry Street Intersection Improvements, CIP Project No. 7278 ("Project") and approved a \$56,500 construction contingency for a total approved construction budget of \$621,500. The Project widened the north side of Imperial Highway east of Berry Street to provide a dedicated westbound right turn lane. The improvements included modifying the traffic signal and reconstruction of sidewalks, curb and gutter, and curb access ramps. In addition, the project also included modifications to existing storm drain facilities at the intersection.

The Notice-to-Proceed with construction was issued on February 16, 2021 with a completion date of May 11, 2021 per the allotted number of working days in the contract. However, due to unforeseen conditions related to the utilities and Caltrans requests, the project was substantially completed on May 21, 2021. The amount of change orders approved for the project is \$19,648.80, which equates to approximately 3% of the original contract amount. The change orders were primarily the result of the following changes:

- Storm Drain installation changed to night work
- Added a water gate valve for the fire hydrant for maintenance purposes
- Emergency work to abandon a 2" water service line upon discovery

The final total Contract cost is \$584,648.80. The improvements have been completed and staff is recommending the City Council approve the Acceptance of Work performed by Hardy & Harper.

The following is a summary of contract costs:

Imperial Highway and Berry Street Intersection Improvement Construction Budget Summary

Original Construction Contract Amount	\$565,000.00
---------------------------------------	--------------

Approved Change Orders	\$19,648.80
Hardy & Harper Final Construction Contract Budget	\$584,648.80
Approved Construction Contract Budget	\$621,500.00
Remaining Construction Contract Balance	\$36,851.20

SUMMARY/FISCAL IMPACT

The final Contract amount is \$584,648.80, which is under the approved construction budget. The source of funds is from the Traffic Impact Fund (Fund 540). There is no General Fund (Fund 110) impact.

This Project widened the north side of Imperial Highway east of Berry Street to accommodate a dedicated westbound right turn lane which enhances the westbound through traffic on Imperial Highway. Hardy & Harper has completed the Project and fulfilled its obligations to the City per the subject Contract. Therefore, staff is recommending the City Council accept the Project as complete and authorize the City Clerk to record a Notice of Completion. Additionally, staff is recommending authorizing the City Clerk to release the Payment and Performance Bonds.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

Concurrence: Michael Ho., P. E., Deputy Director of Public Works / City Engineer

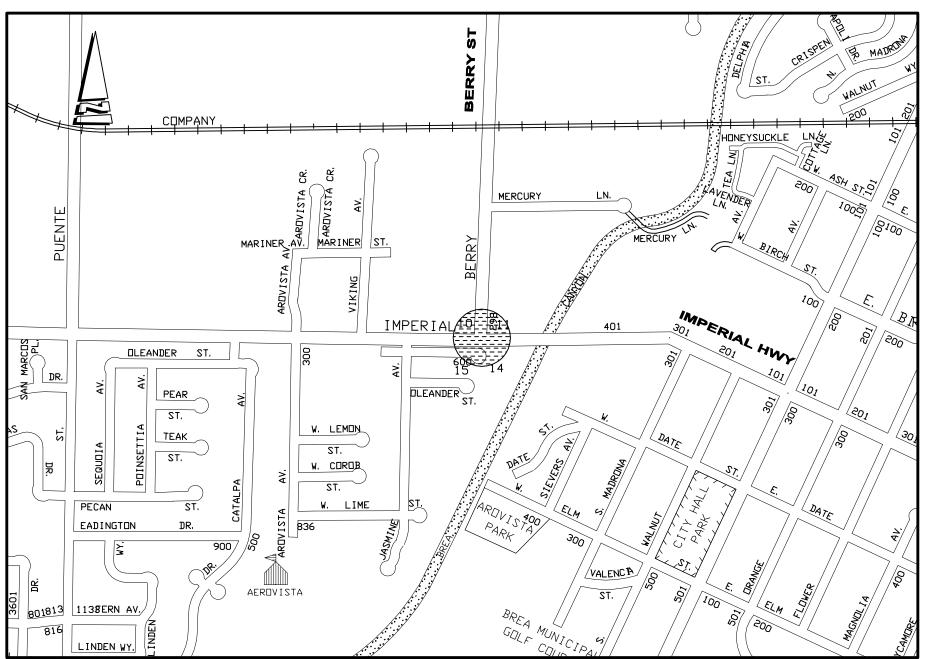
Tony Olmos, P. E., Public Works Director

Attachments

Location Map

PROJECT 7278

IMPERIAL HIGHWAY AND BERRY INTERSECTION IMPROVEMENT



VICINITY MAP

NOT TO SCALE

	RECORDING REQUESTED BY	
	AND WHEN RECORDED MAIL TO	
Name	City of Brea	
	ss 1 Civic Center Circle	
City & State Zip	Brea, CA 92821	
Free re	cording requested per Government Code S	ection 27383. SPACE ABOVE THIS LINE FOR RECORDER'S USE
Lillian	Harris-Neal, City Clerk, City of Brea	Notice of Completion
	CE IS HEREBY GIVEN THAT:	
1.	The undersigned is the owner of the interes	t or estate stated below in the property hereinafter described.
	The full name of the undersigned is	
3.	The full address of the undersigned is	
	-	Brea, CA 92821
(NUI	MBER AND STREET, CITY, STATE, ZIP)	
4.	The nature of the title or the undersigned is	Owner-In-Fee
5.	The full names and full addresses of all per- common are:	sons, if any, who hold title with the undersigned as joint tenants or as tenants in
	Names	Addresses
6.	The names of the predecessors in interest of the work of improvement herein referred	of the undersigned, if the property was transferred subsequent to the commence to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):
	Names	Addresses
		
7.	A work of improvement on the property here	inafter described was completed on <u>05/17/2021</u> .
8. (The name of the original contractor, if any, f (NAME OF CONTRACTOR, OR IF NO CON	or the work of improvement was <u>Hardy & Harper, Inc.</u> ITRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE PLETION OF CONTRACT FOR ONLY PART OF THE WORK OF
	California, and is described as follows: Imp	nent was completed is in the City of <u>Brea</u> , County of <u>Orange</u> , State of erial <u>Highway/Berry Street Intersection Improvements CIP Project No. 7278</u>
10.	The street address of the said property is <u>ne</u>	one
	Dated:2021.	154

(SIGNATURE)
Michael S. Ho P.E., Deputy Director/City Engineer (TYPED NAME)

VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Brea, California, this _____day of_____

Michael S. Ho P.E., Deputy Director/City Engineer

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Award the Country Hills Pavement & Water Improvements, CIP Project No. 7322

RECOMMENDATION

Receive oral report and provide direction

BACKGROUND/DISCUSSION

Included in the approved FY 2021-22 Capital Improvement Program (CIP) is the Country Hills Pavement & Water Improvement Project, Project No. 7322 ("Project"). The Project is located within the residential neighborhood north of Birch Street, south of Lambert Road, east of North Associated Road, and west of Kraemer Boulevard per the attached Location Map. The work consists of rehabilitating the asphalt pavement and replacing approximately 12,500 linear feet of existing water main, 700 service connections, and installation of new water meters. The project also includes removing and replacing existing damaged curbs, curb ramps and cross gutters; adjustment of existing utilities to grade, traffic striping, and traffic control.

In order to comply with the advertisement requirements set forth by the California Uniform Public Construction Cost Accounting ("CUPCCA") and the Public Contract Code ("PCC"), the bid opening date has been scheduled for August 6, 2021, 14 days after publication in the adjudicated newspaper. Since the date of the bid opening is past the date when this report was due for this agenda, staff will make an oral report at this meeting to present the bid results and recommend an award of contract to the lowest responsive bidder. This is being processed in this fashion so an award of contract is possible at the August 17, 2021 City Council meeting.

SUMMARY/FISCAL IMPACT

Staff will provide an oral report at this Finance Committee meeting which will include the fiscal impact.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

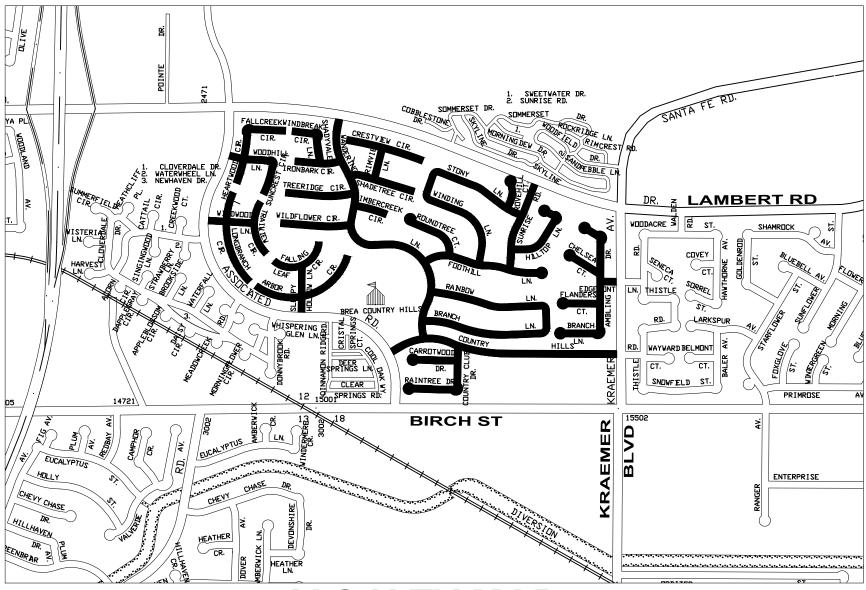
Concurrence: Michael Ho., P. E., Deputy Director of Public Works / City Engineer

Tony Olmos, P. E., Public Works Director

PROJECT 7322

STREET IMPROVEMENTS COUNTRY HILLS SUBDIVISION PAVEMENT & WATER CONNECTION REHABILITATION





VICINITY MAP

NOT TO SCALE

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Acceptance of the Country Lane Street Rehabilitation, CIP Project No. 7323

RECOMMENDATION

Accept project as complete and authorize City Clerk to record Notice of Completion;
 and

2. Authorize City Clerk to release the Payment and Performance Bonds.

BACKGROUND/DISCUSSION

On December 15, 2020, the City Council awarded a Contract to Gentry Brothers, Inc. ("Gentry Brothers") in the amount of \$279,738.24 for the Country Lane Street Rehabilitation, CIP Project No. 7323 ("Project") and approved a \$27,973.82 construction contingency for a total approved construction budget of \$307,712.06.

The Project was located within a residential neighborhood north of Lambert Road, southwest of State College Boulevard, east of Brea Boulevard and west of Cliffwood Avenue. The work consisted of pavement rehabilitation including cold milling; placement of new asphalt concrete; sidewalk improvements; curb and gutter improvements; curb ramp improvements; and adjustment of manholes and valves in the Country Lane neighborhood.

The Notice-to-Proceed with construction was dated January 19, 2021 and the completion date per the allotted number of working days in the contract was April 14, 2021. Fortunately, despite a few change orders, the project was substantially completed ahead of schedule on March 19, 2021.

The total cumulative amount for the change orders approved on the project was \$13,739,45, which equates to approximately 5% of the original contract amount. The change orders primarily consisted of the following items:

- Constructed additional driveway to the park parking lot; and
- Emergency water repairs

The final total Contract cost with change orders is \$293,477.69. The improvements have been completed and staff is recommending the City Council approve the Acceptance of Work performed by Gentry Brothers.

The following is a summary of contract costs:

Country Lane Street Rehabilitation Construction Budget Summary

Original Construction Contract Amount	\$279,738.24
Approved Change Orders	\$13,739.45
Gentry Brothers Final Construction Contract Amount	\$293,477.69
Approved Construction Contract Budget	\$307,712.06
Remaining Construction Contract Balance	\$14,234.37

SUMMARY/FISCAL IMPACT

The final Contract amount of \$293,477.69 is under the approved construction budget. The source of funds is from Measure M Fund (Fund 260) and Gas Tax Fund (220). There is no General Fund (Fund 110) impact.

This Project rehabilitated the streets in the Country Lane residential neighborhood including placement of new asphalt concrete; sidewalk improvements; curb and gutter improvements; curb ramp improvements; and the adjustment of manholes and valves. Gentry Brothers has completed the Project and fulfilled its obligations to the City per the subject Contract. Therefore, staff is recommending the City Council accept the Project as complete and authorize the City Clerk to record a Notice of Completion. Additionally, staff is recommending authorizing the City Clerk to release the Payment and Performance Bonds.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

Concurrence: Michael Ho., P. E., Deputy Director of Public Works / City Engineer

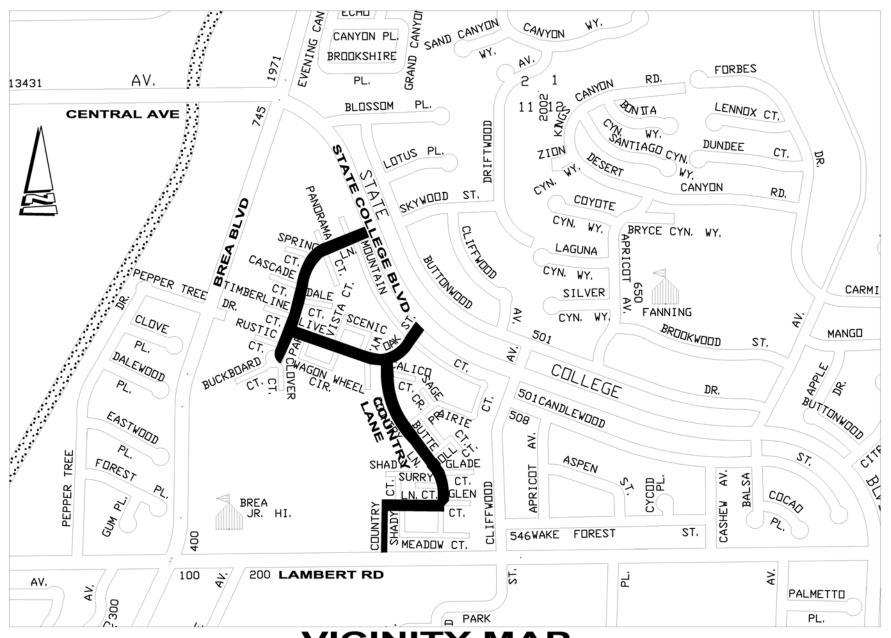
Tony Olmos, P. E., Public Works Director

<u>Attachments</u>

Location Map

PROJECT 7323

COUNTRY LANE STREET REHABILITATION



VICINITY MAP

NOT TO SCALE

	RECORDING REQUESTED BY	
	AND WHEN RECORDED MAIL TO	327
lame	City of Brea	· ·
treet	•	
	1 Civic Center Circle	
ity & tate ip	Brea, CA 92821	
	ording requested per Government Code s	ction 27383. SPACE ABOVE THIS LINE FOR RECORDER'S USE
		Netice of Compiletion
	arris-Neal, City Clerk, City of Brea	Notice of Completion
		or estate stated below in the property hereinafter described.
	he full name of the undersigned is	ity of Brea (NAME)
	he full address of the undersigned is	
		rea, CA 92821
	BER AND STREET, CITY, STATE, ZIP)	
5. TI	he nature of the title or the undersigned in the full names and full addresses of all pe ommon are:	Owner-In-Fee ons, if any, who hold title with the undersigned as joint tenants or as tenants in
=	Names	Addresses
 6. TI	he names of the predecessors in interest	the undersigned, if the property was transferred subsequent to the commenc
of	are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):	
	Names	Addresses
400		
-		
8. Th	he name of the original contractor, if any,	nafter described was completed on <u>03/19/2021</u> . The work of improvement was <u>Gentry Brothers, Inc.</u>
8. Th (N W	he name of the original contractor, if any, IAME OF CONTRACTOR, OR IF NO CO ORD "none"). [IF NOTICE COVERS COI	the work of improvement was <u>Gentry Brothers, Inc.</u> RACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT TH LETION OF CONTRACT FOR ONLY PART OF THE WORK OF
8. Th (N W IM 9. Th C:	he name of the original contractor, if any, IAME OF CONTRACTOR, OR IF NO CO (ORD "none"). [IF NOTICE COVERS COI IPROVEMENT, ADD: The kind of work of the property on which the work of improve	the work of improvement was Gentry Brothers, Inc. RACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE LETION OF CONTRACT FOR ONLY PART OF THE WORK OF e or material furnished was ent was completed is in the City of Brea , County of Orange , State of try Lane Street Rehabilitation CIP Project No. 7323

Michael S. Ho P.E., Deputy Director/City Engineer (TYPED NAME)

VERIFICATION

I, the undersigned, say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Brea, California, this _____day of__

Michael S. Ho P.E., Deputy Director/City Engineer (SIGNATURE)

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Purchasing Activity Under Special City Council Authorization for Period Ended

June 30, 2021

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Brea City Council has requested updates on purchasing activity under special City Council authorization for purchases in excess of \$25,000 for vehicles and equipment, software renewals, and within the City Manager's authority under the Purchasing Ordinance. [Numbers were rounded to nearest whole numbers.]

FY 2020-21 Vehicle and Equipment Purchases (authorized August 18, 2020)

No vehicles were purchased during this reporting period under this authorization. The fiscal year total for vehicle and equipment purchases was \$222,133, the budget was \$243,000, and \$20,867 was saved compared to the budgeted amount.

FY 2020-21 Surplus Sales

The fiscal year surplus sales totaled \$150,853. Vehicles accounted for \$134,948 of that total while the remaining \$15,905 was generated from sales of various small equipment.

FY 2020-21 Software Renewals (authorized August 18, 2020)

No renewals were issued during this reporting period under this authorization. The fiscal year total for software renewals was \$122,572, the budget was \$176,000, and \$53,428 was saved compared to the budgeted amount.

City Manager's Authorization (BMC ss3.24.210)

Nothing to report for this reporting period under this authorization.

SUMMARY/FISCAL IMPACT

The City Council adopted Fiscal Year 2020-21 Budget had sufficient funding available for these purchases.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager Prepared by: Neil Groom, Procurement and Contracts Administrator Concurrence: Cindy Russell, Administrative Services Director

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 08/10/2021

SUBJECT: Software/Hardware Maintenance Support and Online Subscription Service

Agreements

RECOMMENDATION

 Authorize the Purchasing Agent to approve renewal agreements with various support services providers for the life of the computer software or hardware and for online software subscription services; and

2. Authorize the Purchasing Agent to issue purchase orders for these renewal agreements that do not to exceed available budget appropriations.

BACKGROUND/DISCUSSION

To help ensure the functionality of Brea's network infrastructure, servers, and personal computers, the City uses computer hardware/software maintenance and support agreements and online vendor-hosted software subscription services for required updates, technical support, and software customizations.

Currently, there are two agreements that exceed the Purchasing Agent's \$25,000 approval authority. These agreements have fixed annual increases and are not subject to negotiation.

Vendor	Description
Motorola Solutions	CAD/RMS software for the police dispatch and record management system; Current support cost of \$86,938.43
CentralSquare City's financial software system; Current support cost of \$62,498.02	

Staff requests that Council authorize the Purchasing Agent to approve the one-year renewal of the existing software/hardware maintenance support and online service agreements without having to return to the City Council for approval of each agreement that exceeds \$25,000. The Purchasing Agent will continue to submit periodic reports to the Finance Committee of any agreements approved under this authorization. Any award recommendations of new software systems and the initial software support agreements that exceed the formal procurement threshold, will continue to be presented to the City Council for their review and consideration.

SUMMARY/FISCAL IMPACT

The City Council adopted Fiscal Year 2021-22 Budget has sufficient funding available for these purchases. There is no additional fiscal impact based on this action.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator Concurrence: Cindy Russell, Administrative Services Director and

Randy Hornsby, IT Manager