REQUEST FOR PROPOSALS (RFP)
ELECTRICAL MAINTENANCE AND REPAIR
ON-CALL SERVICES
FOR THE CITY OF STOCKTON
MUNICIPAL UTILITIES DEPARTMENT, CALIFORNIA
(PUR 17-009)

MANDATORY PRE-PROPOSAL CONFERENCE
JUNE 7, 2017 AT 11:00 A.M. PROMPTLY
2500 NAVY DRIVE, STOCKTON CA, 95209

LICENSE REQUIREMENT CLASS C -10
(CALIFORNIA STATE CERTIFIED & ELECTRICIAN)

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O’CLOCK P.M., THURSDAY, JUNE 29, 2017,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA  95202-1997
# Table of Contents

NOTICE INVITING PROPOSALS ........................................................................................................... 1  
PROPOSENT’S CHECKLIST ............................................................................................................... 2  
1.0 GENERAL INFORMATION ........................................................................................................ 3  
1.1 REQUEST FOR PROPOSAL (RFP) PROCESS ........................................................................ 3  
1.2 INVITATION TO SUBMIT A PROPOSAL .................................................................................. 3  
1.3 LOCAL BUSINESS PREFERENCE .......................................................................................... 3  
1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS .................................................. 4  
1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL ............................................................ 4  
1.6 ACCEPTANCE OR REJECTION OF PROPOSAL ...................................................................... 4  
1.7 RIGHT TO CHANGE OR AMEND REQUEST ......................................................................... 5  
1.8 CANCELLATION ...................................................................................................................... 5  
1.9 EXAMINATION OF PROPOSAL MATERIALS .......................................................................... 5  
1.10 ADDENDA AND INTERPRETATION ......................................................................................... 5  
1.11 DISQUALIFICATION ............................................................................................................... 6  
1.12 INFORMAL PROPOSAL REJECTED ...................................................................................... 6  
1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED ............................... 7  
1.14 LICENSING REQUIREMENTS ................................................................................................. 7  
1.15 INSURANCE REQUIREMENTS ............................................................................................... 7  
1.16 INDEMNITY AND HOLD HARMLESS ..................................................................................... 8  
1.17 APPLICABLE LAW .................................................................................................................. 9  
1.18 METHOD OF PAYMENT ......................................................................................................... 9  
1.19 NOTICE TO OUT-OF-STATE VENDOR ................................................................................ 9  
1.20 TERM OF SERVICE ............................................................................................................... 10  
1.21 PRICE ADJUSTMENT ............................................................................................................. 10  
1.22 FUNDING .............................................................................................................................. 10  
1.23 UNCONDITIONAL TERMINATION FOR CONVENIENCE ..................................................... 10  
1.24 AUDITING OF CHARGES AND SERVICES ......................................................................... 11  
1.25 SURETY BONDS .................................................................................................................. 11  
1.26 CHANGES ............................................................................................................................. 11  
1.27 AWARD .................................................................................................................................. 11  
1.28 PRODUCT OWNERSHIP ....................................................................................................... 12  
1.29 CONFIDENTIALITY ............................................................................................................... 12  
1.30 OTHER GOVERNMENTAL AGENCIES ............................................................................... 12  
1.31 MANDATORY PRE-PROPOSAL CONFERENCE .................................................................. 13  
1.32 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS .......................................................................................................................... 13  
1.33 PROPOSENT’S SAFETY RESPONSIBILITY .......................................................................... 14  
1.34 LIQUIDATED DAMAGES AND PENALTIES .......................................................................... 14  
2.0 SCOPE OF SERVICES .............................................................................................................. 16  
2.1 SPECIAL PROVISIONS ......................................................................................................... 17  
2.2 STANDARDS OF PERFORMANCE ....................................................................................... 18  
2.3 WORKMANSHIP ................................................................................................................... 19  
2.4 DAMAGE TO IMPROVEMENTS AND PROTECTION OF PROPERTY .................................... 19  
2.5 SAFETY .................................................................................................................................. 20  
2.6 LANE CLOSURES AND TRAFFIC CONTROL (N/A) ............................................................. 20  
2.7 HOURS AND DAYS OF WORK ............................................................................................. 20  
2.8 SERVICE AVAILABILITY ....................................................................................................... 21  
2.9 COMPLETION OF WORK AND SITE SAFETY ....................................................................... 21  
2.10 BILLABLE WORK .................................................................................................................. 21  
2.11 STAFFING, WORKMANSHIP, AND QUALITY LEVEL ......................................................... 21
2.12 TOOLS AND EQUIPMENT ................................................................. 22
2.13 PARTS AND MATERIALS ................................................................. 22
2.14 INSPECTIONS AND DISCREPANCIES ........................................... 22
2.15 EMERGENCY SITUATIONS .................................................................. 23
2.16 HOURLY RATE .................................................................................. 23
2.17 CONTRACT ADMINISTRATOR ................................................................ 23
2.18 ADDITIONS AND DELETIONS TO CONTRACT .................................. 23
2.19 CONTINUED USE OF FACILITIES ................................................... 23
2.20 NOTICE OF UNSATISFACTORY PERFORMANCE ................................ 23
2.21 SERVICE RECORDS ........................................................................... 24
3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT .......................... 25
3.1 EVALUATION PROCEDURE AND CRITERIA .................................... 28
3.2 PROPOSED DEVELOPMENT COSTS ................................................. 29
3.3 PROPONENT CONTACT ...................................................................... 29
3.4 CITY’S USE OF PROPOSAL MATERIAL ............................................. 29
3.5 REJECTION OF PROPOSAL ............................................................... 30

PROPOSAL DOCUMENTS ........................................................................... 31
PROPONENT’S AGREEMENT ..................................................................... 32
NON-COLLUSION STATEMENT ................................................................. 33
EXHIBIT A – INSURANCE REQUIREMENTS ............................................ 34
EXHIBIT B – CONTRACTOR’S SAFETY RULES ........................................ 38
EXHIBIT C - CONTRACTOR EVALUATION SHEET .................................. 39
EXHIBIT D - SAMPLE CONTRACT ............................................................ 40
NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES (PUR 17-009) in strict accordance with the specifications.

The City of Stockton Municipal Utilities Department (MUD) is seeking proposals from qualified licensed contractors to provide on-call electrical services that include furnishing of all labor, materials, tools, equipment, supplies, services, tasks, transportation, incidental and customary work necessary to competently perform electrical maintenance and repair at the City of Stockton's Regional Wastewater Control Facility and other MUD facilities. Existing equipment includes various manufacturers, types, sizes output and controls which are digitally, pneumatically or electrically controlled. The Proponent should include certified and licensed/skilled staff who can perform the required work under the direction of a State licensed electrician. This is a per hour fee scheduled contract with an estimated annual value not to exceed $450,000. Actual amount paid will depend on the amount of work required/ performed.

Proposal forms and specifications are available on the City’s web site at www.stocktongov.com/mubid and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, Thursday, June 29, 2017, at 2:00 p.m.

The City reserves the right to reject any and/or all proposals received.

Information on Technical Data
Even Marcelo, MUD Engineering
(209) 937-8994
e-mail: even.marcelo@stocktonca.gov

Information on Bid Process/Clarification
Daniel Garza, Procurement
(209) 937-5496
e-mail: daniel.garza@stocktonca.gov

DISCLAIMER: The City does not assume any liability of responsibility for errors/omissions in any document transmitted electronically.

Dated: May 15, 2017

BONNIE PAIGE, CMC
CITY CLERK OF THE CITY OF STOCKTON
PROPOSAL'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

*___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 31 to 33 AND PLACE IN THE FRONT OF YOUR PROPOSAL):

*___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

*___ Included your Fee Schedule in a separate sealed envelope.

*___ Sign the "Proponent's Agreement" form. Include name and e-mail address for City contact, if different from signatoree.

*___ Include your proposal, as outlined in these specifications.

*___ Include your Cover Letter, Qualifying Experience, Organization, References and Financial Statement, as outlined in these specifications.

*___ Submit one (1) ORIGINAL and three (3) COPIES of all proposal documents (unbound, no staples). Additionally, submit one (1) CD with an electronic version of the proposal.

*___ Review all clarifications/questions/answers on the City's website at www.stocktongov.com/mudbid.

*___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before JUNE 29, 2017, at 2:00 p.m. Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.

A) ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES
B) PUR 17-009
C) JUNE 29, 2017

CONTACT INFORMATION:

<table>
<thead>
<tr>
<th>Information on Technical Data</th>
<th>Information on Bid Process/Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Even Marcelo, MUD Engineering</td>
<td>Daniel Garza, Procurement</td>
</tr>
<tr>
<td>(209) 937-8994</td>
<td>(209) 937-5496</td>
</tr>
<tr>
<td>e-mail: <a href="mailto:even.marcelo@stocktonca.gov">even.marcelo@stocktonca.gov</a></td>
<td>e-mail: <a href="mailto:daniel.garza@stocktonca.gov">daniel.garza@stocktonca.gov</a></td>
</tr>
</tbody>
</table>

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.
1.0 GENERAL INFORMATION

The City of Stockton Municipal Utilities Department (MUD) is requesting proposals from qualified licensed contractors to provide electrical services at the City’s Regional Wastewater Control Facility (RWCF) and other MUD facilities on an on-call, as-needed basis. Existing equipment includes various manufacturers, types, sizes output and controls which are digitally, pneumatically or electrically controlled.

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES (PUR 17-009) for the City of Stockton Municipal Utilities Department.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, June 29, 2017, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original and three (3) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES for the City of Stockton (PUR 17-009), June 29, 2017." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the
City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

1.4 **LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS**

Proponent must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 1, 2009.

1.5 **CONSEQUENCE OF SUBMISSION OF PROPOSAL**

A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.

B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.

C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.6 **ACCEPTANCE OR REJECTION OF PROPOSAL**

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City’s best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was
deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.7 **RIGHT TO CHANGE OR AMEND REQUEST**

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City’s website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City’s website at [www.stocktongov.com/mudbid](http://www.stocktongov.com/mudbid). Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.8 **CANCELLATION**

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City’s best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.9 **EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.10 **ADDENDA AND INTERPRETATION**

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:
Such request for clarifications/questions/answers shall be delivered to the City by June 15, 2017. Any City response to a request for clarifications/questions/answers will be posted on the City’s website at www.stocktongov.com/mubid June 22, 2017, and will become a part of the Request. The proponent should await responses to inquires prior to submitting a proposal.

1.11 **DISQUALIFICATION**

Any of the following may be considered cause to disqualify a proponent without further consideration:

A. Evidence of collusion among proponents;

B. Any attempt to improperly influence any member of the evaluation panel;

C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent’s proposal/Proponent’s bid submittal and considered non-responsive.

D. A proponent’s default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.12 **INFORMAL PROPOSAL REJECTED**

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document
or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.13 **CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED**

A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.14 **LICENSING REQUIREMENTS**

Contractor must have and maintain class “C-10” license by the State of California through the term of the contract. All electricians who come to the job site are to be California State Certified Electricians.

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent. Each electrician shall be certified.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.15 **INSURANCE REQUIREMENTS**

Proponent, at Proponent’s sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all the insurance requirements listed in attached Exhibit A.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.*
Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Proponent’s broker to ensure any additional costs are included in the proposal pricing component.*

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

1.16 **INDEMNITY AND HOLD HARMLESS**

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall, indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR’S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys’ fees, expert and contractor fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by CONTRACTOR or CONTRACTOR’S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR’S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR’S officers, agents, employees, volunteers or subcontractors. CONTRACTOR’S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY’S liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY’S
defense costs of the claim, including, but not limited to, court costs, attorney’s fees and costs, expert contractor and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR’S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys’ fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers’ compensation acts, disability acts, or other employee benefit acts.

1.17 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.18 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.19 NOTICE TO OUT-OF-STATE VENDOR

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.
REQUEST FOR PROPOSALS (RFP)
ELECTRICAL MAINTENANCE AND REPAIR
ON-CALL SERVICES
PUR 17-009

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton’s payment of sales/use tax can be directed to the City of Stockton’s Purchasing Division at (209) 937-8357.

1.20 TERM OF SERVICE

If awarded, the term of a Contract shall start one year from the date of contract execution unless terminated, cancelled or extended. The term of the Contract may be extended or renewed at the City’s sole discretion for five (5). The City shall not incur any liability, should it choose not to exercise its exclusive option to renew the Contract.

1.21 PRICE ADJUSTMENT

Annual price adjustments may be made to the hourly rate during the life of the Contract consistent with the Contractor’s annual extension increase percentage as stated in his submitted Rate Schedule, or the percentage increase in the San Jose/Oakland/San Francisco consumer price index for the immediately previous contract year (whichever is less), and/or to match a published change in the applicable wage determination made by the California Department of Industrial Relations (DIR). Price adjustments made based on a new, applicable DIR wage determination(s) shall be made to exactly match the increased wage difference and shall only take place during the specified effective period. DIR wage determination based price adjustment requests must be submitted and approved as a Change Order to the original Contract.

1.22 FUNDING

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.23 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day notice unless otherwise stated in writing.
1.24 **AUDITING OF CHARGES AND SERVICES**

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.25 **SURETY BONDS**

The successful proponent will be required to furnish the City of Stockton with Performance Bond, Labor and Materials Bond equal to 100% of the contract price, and Maintenance Bond equal to 20% of the contract price (see Exhibit A).

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

1.26 **CHANGES**

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.27 **AWARD**

Upon conclusion of the Request process, a contract may be awarded for ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

It is the intent of the City to ensure the City has the flexibility it needs to arrive at a mutually agreeable final Contract. Negotiations may be held with the first Preferred Proponent including, but not limited to, matters such as:
• Price adjustments.
• Minor Changes to Services.
• Contract details.
• Contract payment details.

It is not the intent of the City to allow for new or significantly altered Proposals. The City reserves the right to terminate negotiations with the Preferred Proponent if a Contract cannot be negotiated within a reasonable time and negotiate a Contract agreement with the next highest ranked Proponent, or may choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

1.28 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.29 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

1.30 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.
1.31 **MANDATORY PRE-PROPOSAL CONFERENCE**

A mandatory job walk will be held on **Wednesday, June 7, 2017 at 11:00 a.m. promptly** at Municipal Utilities Department, 2500 Navy Drive, Stockton CA 95206. Interested Proponents arriving at 10:01 a.m. or later may not be admitted. Failure to attend will result in your proposal being rejected.

1.32 **PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS**

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to [http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm).

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Department of Industrial Relations- Contractor Registration information and web link: [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html)

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor’s Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll...
requests directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

1.33 **PROPOSENT’S SAFETY RESPONSIBILITY**

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the proponent or any subcontractor. The proponent is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the proponent is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

1.34 **LIQUIDATED DAMAGES AND PENALTIES**

The Contractor shall pay liquidated damages to the City of Stockton in the amount of $300.00 (Three Hundred Dollars) per day for each and every calendar day that the work remains incomplete after expiration of the contract.

In addition, the Contractor shall pay the following penalties for the associated liquidated damages:

<table>
<thead>
<tr>
<th>Failure</th>
<th>Penalty Amount</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to correct deficiencies within five (5) days from the written notice per Section 4.3 Workmanship</td>
<td>$300.00</td>
<td>per each calendar day</td>
</tr>
<tr>
<td>Failure to provide service within one (1) calendar day from the notice per Section 4.8, Service Availability.</td>
<td>$300.00</td>
<td>per each calendar day</td>
</tr>
<tr>
<td>Failure to correct unsatisfactory work and performance per Section 4.14, Inspections and Discrepancies, within two (2) business days.</td>
<td>$300.00</td>
<td>per each business day</td>
</tr>
<tr>
<td>Failure to maintain valid Licenses, Insurance and Surety bonds required of the contract to legally continue with the work.</td>
<td>$250.00</td>
<td>per each day delayed</td>
</tr>
</tbody>
</table>
The City may deduct the assessed penalties from the Contractor’s payment either through invoice deduction, or back-charges withheld from the most recent month’s payment.
2.0 SCOPE OF SERVICES

The Contractor shall provide on-call electrical services in accordance with industry standard best practices and the California Electrical Code as applicable. Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks, transportation, incidental and customary work necessary to competently perform electrical maintenance and repair at the City’s Regional Wastewater Control Facility (RWCF) and other MUD facilities. The scope of services shall include the following tasks:

- Provide assistance in the maintenance and troubleshooting of the existing 60 KV substation.

- Perform diagnosing, troubleshooting and corrective maintenance on the following:
  - 12 KV systems and below
  - Power generation systems
  - Low voltage and pad mount transformers
  - VFD’s, MCC’s, PLC’s, and switchgears
  - Backup power systems
  - Analog, digital and logic circuitry
  - Cathodic protection systems
  - Street lighting
  - Pressure transducers
  - Ultrasonic devices
  - Bubbler systems
  - SCADA systems

- Perform calibration and troubleshooting of flow meters, pressure transducers, chemical analyzers and associated instrumentation.

- Perform electrical disconnects and reconnects.

- Perform new installations and pulling new wires as necessary.

- Perform general preventive maintenance.

- Any other electrical work that may be required for the continued safe operations of MUD facilities.
2.1 **SPECIAL PROVISIONS**

The successful proposer shall comply with the following special provisions. Contractor shall have adequate equipment and employ adequate staff to perform the described work.

2.1.1 **Minimum Age Requirement:**

All employees of the Contractor must be a minimum of 18 years of age.

2.1.2 **Conflict of Interest:**

The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest.

2.1.3 **Contractor Responsibilities:**

The Contractor shall employ only workers who are competent and skilled for work under this contract. The City shall, throughout the term of the contract or any extension thereof, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the Contract Administrator rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

The Contractor shall appoint a Project Manager who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of these persons shall be designated in writing to the City. For this work, the term “Project Manager” shall include the alternate as specified above. The Project Manager, or their designee/alternate, shall be available during normal business hours to meet with City representative(s) to discuss any problem areas. Contractor shall provide contact information for both the Project Manager and alternate. The Project Manager shall have a telephone to permit timely contact by the City. The Project Manager must respond to a call within 30 minutes.

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of these specifications that all work is to be performed by Contractor's forces.
No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

Wherever work is being performed, Contractor shall have a designated person at the work site that has the authority to respond to the Contract Administrator and/or any citizens about work details or priorities. This designated person shall be able to accurately and effectively communicate any essential information.

Contractor shall provide supervision to assure that tasks are performed to the standards set forth herein. Contractor is solely responsible for the day-to-day supervision and control of Contractor's employees and any subcontractors and their employees. Personal supervision is not required provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times.

Contractor shall employ a sufficient number of staff to ensure performance of the work described. All work shall be performed by experienced staff directly employed by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

2.1.4 **Illness and Injury Prevention Program:**
Contractor shall have an Illness and Injury Prevention Program in accordance with applicable Local, State, and Federal Laws.

2.1.5 **Quality Assurance / Quality Control Program:**
Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and providing full protection of work and materials. Proposer shall submit a copy of their quality control program as part of their proposal.

2.1.6 **Inventory of Materials:**
Contractor shall have adequate inventory of materials used in the performance of this contract. Contractor shall provide all supplies necessary to accomplish the required services. Materials and supplies shall conform to contract requirements and industry standards for the type of work being performed.

2.2 **STANDARDS OF PERFORMANCE**
Contractor is expected to provide the highest level of quality compatible with practices and modern techniques accepted by the industry. The Contract Administrator or designee(s) shall be the sole judge as to whether Contractor's work conforms to the specifications.
Contractor and Contractor's personnel shall present a neat appearance. Contractor and Contractor’s employee(s) shall wear a uniform which clearly identifies the Contractor's company and its employees.

Contractor shall provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, hauling, dumping, proper protection and all other items needed, or as directed to perform the work described in these special provisions.

Contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to general inquiries during the course of work and be able to communicate with the MUD Director, Contract Administrator or other representative about work details and/or priorities. This designated person shall be able to accurately and effectively communicate any information essential to the operation of the organization.

All work shall be performed with the utmost concern for safety of City staff, the workers, and the public. Contractor is expected to be familiar with all areas and locations of the work and if they are not, shall have those questions answered before commencing work on this contract.

2.3 WORKMANSHIP

Contractor is expected to respect all parties they encounter. Contractor shall perform work to the satisfaction of the Contract Administrator or Designee(s). The Contractor shall cooperate with the Contract Administrator or Designee(s) to enable determination of contract compliance. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies within five (5) working days or as directed by the Contract Administrator or Designee(s). Corrections shall be at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for corrections if necessary.

2.4 DAMAGE TO IMPROVEMENTS AND PROTECTION OF PROPERTY

Contractor shall be held responsible for the preservation and protection of all public and private property and improvements adjacent to the work area and shall exercise due caution to avoid and prevent any damage to adjacent property and/or improvements. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of nonexecution thereof on the part of the Contractor or any of their
employees or agent, such property or person shall be restored and made whole at the expense of the contractor.

Where personal property may be affected by Contractor's operations that the Contractor cannot effectively protect, Contractor shall notify the potentially affected property owner(s) prior to the operations so that steps can be taken to protect the personal property. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements/property caused by Contractor.

Contractor shall take all reasonable measures to prevent accidental spills of fuel or oil for Contractor's equipment. In the event of such spill, immediately remove all spilled material, properly dispose of the spilled material and any material used in clean-up/absorption of the spilled material, and, if necessary, notify the proper authorities in accordance with applicable law.

2.5 SAFETY

Contractor shall be solely responsible for the safety and welfare of all Contractor's personnel performing work under this contract. Contractor is solely responsible for advising and educating all potentially affected personnel to the health hazards associated with this work prior to personnel commencing work under this contract. Contractor shall have an injury and illness prevention program (IIPP) and shall provide a copy of the program with their proposal. The Contractor shall also comply with the Department's "Contractor's Safety Rules" (Exhibit B).

All work shall be performed with the utmost concern for safety of city staff, the workers, and the public. Where necessary, contractor shall barricade or temporarily close to the public those areas where work is being performed.

2.6 LANE CLOSURES AND TRAFFIC CONTROL (N/A)

Any contemplated lane closures must have prior approval by the City. The Contractor shall provide the City Representative a work schedule and schedule of any contemplated lane closures. All traffic control shall conform to the Work Area Traffic Control Handbook, a.k.a. the WATCH Manual.

2.7 HOURS AND DAYS OF WORK

Troubleshooting, diagnosis and repairs shall typically occur during normal business hours. The City's normal business hours are 7am – 4:30pm Monday through Friday with alternating closed Fridays. All legal holidays and alternate closed Fridays are observed as non-business hours. No overtime rates will be authorized.

Contractor shall diligently conduct work to minimize the time the project may be exposed to the public. Contractor shall start work so it is completed before the end
of the work day or before a weekend. Contractor shall not leave the project with a potential for public exposure overnight or a weekend.

No premium rate (overtime rate) shall be paid should the Contractor choose to work on a Saturday, Sunday, on a holiday recognized by the labor unions, or outside of the designated work hours defined in this contract.

2.8 SERVICE AVAILABILITY

The Contractor shall have on-call service available during Work Hours as defined in Section 2.7 above. The contractor shall respond to City calls as soon as possible, but no later than one (1) working day. Time to respond shall start when the City calls the problem into the Contractor’s designated phone number. The Contractor shall provide a call-back to the City designee within thirty (30) minutes of the initial call if unanswered by the Contractor. Penalty may be assessed against the contractor in accordance with Section 1.34 of this RFP for any unanswered notices.

2.9 COMPLETION OF WORK AND SITE SAFETY

Contractor shall diligently execute work to minimize the time the equipment is out of service, and to minimize the potential for public exposure to the work still in progress. Contractor shall start work so it is completed that same day, or before a weekend unless previously approved by the Contract Administrator. Contractor shall maintain the site safe at all times, and be responsible for removal and proper disposal of all waste materials and surplus items prior to leaving the site each day. The Contractor shall erect barricades, warning signs, and any other devices to prevent unauthorized access to work areas by the public or unauthorized City staff. As applicable, the contractor shall provide all necessary traffic control during the course of work in accordance with the American Traffic Safety Services Association (ATSSA). All work is subject to review and approval by the contract Administrator.

2.10 BILLABLE WORK

The Contractor shall not bill for unnecessary troubleshooting, diagnosis or repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for facility visits that are made by Contractor staff not conducting troubleshooting, diagnosis or repair work, or by staff who are unqualified to complete needed troubleshooting, diagnosis or repair work.

2.11 STAFFING, WORKMANSHIP, AND QUALITY LEVEL

The Contractor shall provide a staffing level to perform on-call electrical maintenance and repair at RWCF and other MUD facilities in a thorough and
professional manner. The Contractor shall possess and maintain “C-10” license by the State of California through the term of the contract. All personnel performing work under this Contract shall possess and maintain a state journeyman certification, as applicable, and be directly employed and supervised by the Contractor. Any assigned apprentice shall work directly under the supervision of a qualified journeyman. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for skills, methods, and actions of all employees and subcontractors, and for all work done.

2.12 TOOLS AND EQUIPMENT

The Contractor shall furnish and maintain all tools and equipment necessary for properly troubleshooting, diagnosing, repairing, and maintaining electrical systems at RWCF and other MUD facilities. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for Contract termination.

2.13 PARTS AND MATERIALS

The City shall furnish major parts for the electrical systems. The Contractor shall furnish common parts and materials necessary to competently perform electrical maintenance and repair.

2.14 INSPECTIONS AND DISCREPANCIES

So as to ensure consistent quality of the work being performed, a City designee will perform periodic inspections of the Contractor’s work to ensure compliance with the contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. The City reserves the right to retain independent consultation for the evaluation of work conducted to include: workmanship, safety practices, application of industry techniques, or efforts to mitigate disruption to operations and property damage. Upon the discovery of unsatisfactory results, the City may issue in writing a notice of unsatisfactory performance. If corrective work is required, the City will provide a written list of discrepancies to the Contractor to correct at no additional cost to the City. If discrepancies are not addressed within two (2) business days, the City may perform the work using others and utilize the penalties per Section 1.34 of this RFP and deduct the cost from the Contractor’s payment either through invoice deduction, or back-charges withheld from the most recent month’s payment.
2.15 **EMERGENCY SITUATIONS**

For medical or public safety emergencies occurring at City facilities, call 9-1-1. For all site maintenance emergencies (water leaks, etc.) contact the Maintenance Supervisor to report the issue immediately.

2.16 **HOURLY RATE**

The hourly rate proponent shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, overhead and profit. Labor rates include service truck and all tools/equipment typically found on service truck.

2.17 **CONTRACT ADMINISTRATOR**

During the performance of the contract the City will be represented by the Contract Administrator, Eric Johnson, Senior Plant Maintenance Supervisor, telephone number (209) 937-8788 or his designee.

2.18 **ADDITIONS AND DELETIONS TO CONTRACT**

The City reserves the right to either add or delete work within City limits as conditions warrant. Cost of additional work shall be the same hourly rate used for this on-call electrical maintenance and repair services.

2.19 **CONTINUED USE OF FACILITIES**

Work will be performed in an orderly manner with minimum disturbance and inconvenience to the facility and its users. The Contractor shall confine and limit its personnel to only those areas required in performing the work.

2.20 **NOTICE OF UNSATISFACTORY PERFORMANCE**

Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event three (3) such notices of unsatisfactory performance are given in any calendar year; the City may thereupon terminate this contract immediately.
2.21 SERVICE RECORDS

Contractor shall maintain an accurate record of repair work for all work completed for the City in an Excel Spreadsheet, emailed to the Contract Administrator with each invoice. Contractor shall accurately log work time, material, and labor for all completed work up to and including that work being invoiced.
REQUEST FOR PROPOSALS (RFP)
ELECTRICAL MAINTENANCE AND REPAIR
ON-CALL SERVICES
PUR 17-009

3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses qualifications and cost based selection process in obtaining these services. In order for the City to properly evaluate the Proponents’ qualification to perform this work, the proposals shall include, as a minimum, the following information:

A. Evidence of the Proponent’s ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.

B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent’s response to the Scope of Services.

C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.

D. Please submit one (1) original and three (3) copies of your proposal/qualifications. Additionally, submit one (1) CD with an electronic version of the proposal. One of the copies should be unbound to allow us to reproduce your proposal, as needed.

3.01 Proposal Document Requirements

A. The proposal must be submitted, typewritten on 8½” X 11” white paper and must be bound in a secure manner.

B. All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

C. When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

D. If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.
REQUEST FOR PROPOSALS (RFP)
ELECTRICAL MAINTENANCE AND REPAIR
ON-CALL SERVICES
PUR 17-009

E. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.
F. Please do not include pricing in the proposal.

3.0.2 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.0.3 Introduction

Briefly introduce the proposal, including a statement of the Contractor's approach to providing on-call electrical maintenance and repair services for the Municipal Utilities Department, City of Stockton. Provide the name of the company submitting the proposal, mailing address, telephone number, email address, and the name of the contact person. Include the same for any subcontractor(s).

3.0.4 Statement of Qualifications/Responsiveness

Describe management personnel’s experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. Include a detailed description of your company, employee position categories and current number of employees in each category. Include an outline of any experience your company has had in meeting the needs of other similarly sized organizations. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

3.0.5 Resources and Service Description

Include a comprehensive description of the resources and methodology that will be used to complete the requested services.

3.0.6 Quality Control

Include a comprehensive description of how your organization administers quality assurance and quality control for the work being proposed.
3.0.7 **Staff Process**

Include a work plan of how you will staff and supervise the contracted services.

a. Provide a complete overview of all training programs provided.

b. Provide a copy of the safety training procedures and binders for workplace safety, PPE, secure in place, hydration, etc.

c. List the full or part-time status of each employee that will be assigned to this Contract as well as a complete organizational chart for your company. Provide information on the training and certifications maintained by each individual.

d. Describe the designated Contractor’s Project Manager’s role in the supervision and delivery of contract services as well as the availability of a supervisor and contingency plans when not available.

3.0.8 **Liability Issues**

Discuss how your company handles damage or theft claims.

3.0.9 **Logistics**

Describe how your company will make available the equipment and parts needed to perform all work, where your company is based and where your company will store parts.

3.0.10 **Billing Invoicing**

Describe your company’s billing and accounting system, as it will relate to this Contract. Describe your capability to customize invoices to meet the City of Stockton’s needs. Attach samples of your company’s billing forms and invoices.

Provide detailed information about Certified Electrician rates, vehicle usage, reusable tools, consumable tools.

Provide detailed information about markup rates for consumable materials (splices, tape, conduit, wire, etc.) that will be requested for the contractor to supply to the site electricians to be used as part of the work performed.

Provide detailed information about profits, markups, bonds, taxes, and fees that will apply to the work performed.

For an example work order item:

Replace 3 street light heads along the Pond Road with (3) LED cobra head lights. Provide LeoTeck #CG160GMVWW2SGY350PCR5RWG. This work order would require the use of a bucket truck, electricians, 3 light
fixtures (with associated taxes and markup), consumable goods (small amount of work, wire nuts, etc.), etc.

3.0.11 Resumes

Provide a resume for each electrician that you propose to use for this contract. Resumes should include, at a minimum, relevant experience, education, training and licensing. California Certified Electrician License information should be clearly listed on each resume.

3.0.12 Reports

Discuss management reports and quality assurance methods and their frequency. Emphasize how you would customize reports for the City that will show work accomplished labor hours and parts consumed by each site. Attach sample reports.

3.0.13 Proposal Fee

Provide detailed basic fee structure and break-down of any other charges related to your firm’s proposal. Incorporate fee structure and costs into a form that shows, at a minimum, electrician straight time rates, overtime rates, emergency call rates, foreman straight time rates, overtime rates, emergency call rates, vehicle charges, material markup, overhead and profit charges. Finalist's fee structure may be subject to negotiation.

Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an “Additional Data” section. This has specific reference to the following types of data:

- Generalized narrative of supplementary information; and supplementary graphic material

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES. A key component for the successful firm will be the ability to meet the City's performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. This is a qualifications based selection, so ranking will be in accordance with the attached Evaluation Scoring Sheet (See Exhibit C).
3.1.1 Proposal Scoring Criteria

A. Experience (25 points). Experience in providing a superior level of service on like-sized public and/or private projects.

B. Quality of Work and Staffing (25 points). Assessments of work quality, performance, and working relationship by current and recent clients that indicate high levels of satisfaction and effectiveness. Qualifications of proposed staff to be assigned to the project.

C. Costs (25 points). Hourly rates related to electricians and markup rates for materials. (Base cost on 10 hours of foreman, 30 hours of electrician and $500 of materials).

D. Communications Capabilities (15 points). Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

E. Reports and Invoices (5 points). Effectiveness and clarity of sample reports and invoices utilized by the company.

F. Local Business Preference (5 points). Local preference in accordance with Stockton Municipal Code Section 3.68.090.

3.2 PROPOSAL DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY’S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.
3.5 **REJECTION OF PROPOSAL**

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.
PROPOSAL DOCUMENTS

A) ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES

B) PUR 17-009

C) JUNE 29, 2017

COMPANY NAME: ________________________________

CONTACT NAME: ________________________________

ADDRESS: ______________________________________

______________________________________________

TELEPHONE NUMBER: ____________________________

EMAIL: _________________________________________

DIR Registration No. ______________________________
PROPONENT’S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.

2. They will enter into contract negotiations and furnish the services specified.

3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.

4. They have reviewed all clarifications/questions/answers on the City’s website at www.stocktongov.com/mudbid.

5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

________________________________________  ___________________________
FIRM                                      ADDRESS

________________________________________  ___________________________
SIGNED BY                                 TITLE OR AGENCY

________________________________________  ___________________________
TELEPHONE NO./FAX NO.                     DATE

________________________________________
E-MAIL ADDRESS
NON-COLLUSION STATEMENT

No. 1
AFFIDAVIT FOR INDIVIDUAL PROONENT
STATE OF CALIFORNIA, (insert) County of (insert)

being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this ____________ day of ____________, 20__________

by ________________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 2
AFFIDAVIT FOR CORPORATION PROONENT
STATE OF CALIFORNIA, (insert) County of (insert)

being first duly sworn, deposes and says: That they are the ________________ of __________________________, a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this ____________ day of ____________, 20__________

by ________________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 3
AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP
STATE OF CALIFORNIA, (insert) County of (insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as ________________________________, who is the party making the foregoing bid; that the other partner, or partners, are ________________________________, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this ____________ day of ____________, 20__________

by ________________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature
EXHIBIT A – INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Surety Bonds** as described below.

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. At the option of the City of Stockton, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Stockton guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the
CGL and AL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read “City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers.” Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

2. For any claims related to this contract, the Contractor’s insurance coverage shall be endorsed as primary insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor’s insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

**Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

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

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best rating of no less than A+:X.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements. If necessary, copies of the applicable insurance language, effecting coverage required by this contract may be included. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate holder address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N. El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall
be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

**Subcontractors**

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

**Surety Bonds**

Contractor shall provide the following Surety Bonds:

1. Performance bond
2. Labor and Materials bond
3. Maintenance bond

The Performance Bond shall be in a sum equal to 100% of the contract price. The Maintenance Bond shall be equal to 20% of the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**Special Risks or Circumstances**

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
EXHIBIT B – CONTRACTOR’S SAFETY RULES
ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES

THESE SAFETY RULES ARE TO INFORM YOU OF CERTAIN SAFETY AND HEALTH REQUIREMENTS THAT MUST BE FOLLOWED WHILE WORKING AT THE REGIONAL WASTEWATER CONTROL FACILITY MAIN PLANT, TERTIARY PLANT, PUMP STATIONS OR OTHER MUNICIPAL UTILITIES DEPARTMENT SITES.

1. DRINK ONLY BOTTLED WATER DO NOT DRINK FROM ANY FAUCET, PIPE LINE OR HOSE WHILE WORKING AT THE MAIN PLANT, TERTIARY PLANT, OR SMITH CANAL PUMP STATION.

2. STRICT ADHERENCE TO CONFINED SPACE ENTRY PROCEDURES OUTLINED BY CAL-OSHA TITLE 8 ARTICLE 108 MUST BE FOLLOWED.

3. WASH HANDS THOROUGHLY BEFORE EATING OR DRINKING.

4. WORK ONLY IN CONTRACTED AREAS. DO NOT WANDER THROUGH THE SITE.

5. OBSERVE THE 15 M.P.H. SPEED LIMIT ON THE MAIN PLANT AND TERTIARY SITES. OBSERVE ALL STOP SIGNS.

6. CHECK WITH THE CONTRACT MANAGER BEFORE BEGINNING ANY CONTRACTED WORK TO REVIEW ANY SPECIAL HAZARDS OR SAFE PRACTICE PROCEDURES FOR THE AREA YOU ARE WORKING IN.

7. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR WORK CREWS AND SUBCONTRACTORS REGARDING HAZARDS AND SAFE PRACTICE MEASURES REQUIRED WHILE DOING ANY WORK AT MUNICIPAL UTILITIES DEPARTMENT FACILITIES. POTENTIALLY HAZARDOUS CHEMICALS ARE STORED AND USED AT MANY M.U.D. SITES.

8. THE ABOVE RULES DO NOT EXEMPT ANY CONTRACTOR OR SUB-CONTRACTOR FROM ANY APPLICABLE FEDERAL, STATE OR LOCAL REGULATIONS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND RETURNED TO THE CONTRACT MANAGER. THANK YOU FOR YOUR COOPERATION.

I UNDERSTAND AND AGREE TO COMPLY WITH THE ABOVE RULES WHILE ON ANY MUNICIPAL UTILITIES DEPARTMENT SITE.

____________________________________  _________________________
CONTRACTOR’S SIGNATURE                      DATE

____________________________________
COMPANY NAME
EXHIBIT C - CONTRACTOR EVALUATION SHEET
ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES

Contractor: ____________________________________________
Sub-contractor: ____________________________________________

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Quality of Work and Staffing</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Costs</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Communication Capabilities</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Reports and Invoice</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Local Business Preference</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td></td>
</tr>
</tbody>
</table>

Evaluator
Print Name: ____________________________________________
Signature: ___________________________ Date: ____________________________
Comments: ____________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
EXHIBIT D - SAMPLE CONTRACT
ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES

THIS CONTRACT is made and entered into on ________________, by and between CONTRACTOR/VENDOR NAME, with a business address at Contractor/Vendor Address, hereinafter called "CONTRACTOR," and CITY OF STOCKTON, a municipal corporation, hereinafter called "CITY."

W I T N E S S E T H:

WHEREAS, the contract for ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES was regularly awarded to CONTRACTOR/VENDOR NAME, by Council Resolution #, on Date Action Approved.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. CONTRACTOR agrees:
   (a) To do the work and furnish all the labor, materials, tools, equipment and insurance required for the ELECTRICAL MAINTENANCE AND REPAIR ON-CALL SERVICES in accordance with the contract therefore regularly adopted on Date Action Approved, by Council Resolution #.
   (b) To do and perform the work contemplated hereby in a good and professional manner and to furnish all labor, materials, tools and equipment necessary therefore at the prices specified in Exhibit "X," attached hereto and by reference made a part hereof, under the direction of and to the complete satisfaction of the Municipal Utilities Director (Director) of the City of Stockton.
   (c) CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this agreement the policies of insurance specified in Exhibit “X”, which is attached to this agreement and incorporated by reference.

Before permitting any subcontractors to perform work under the contract, CONTRACTOR shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by CONTRACTOR as may be applied to each subcontractor’s work.

(d) **Indemnity and Hold Harmless.** With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall, indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR’S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from
and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and contractor fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert contractor and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California,
and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys’ fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR’S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers’ compensation acts, disability acts, or other employee benefit acts.

(e) The performance of said work and the furnishing of said materials shall be executed in accordance with Section 8-1.03 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Motion No. 2016-09-27-1213, effective October 1, 2016, and the provisions of the issued project specifications.

The Director will furnish CONTRACTOR a weekly statement showing the number of days charged to the contract for the preceding week, the number of days specified for completion of the contract, and the number of days remaining to complete the contract. CONTRACTOR will be allowed one (1) week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by CONTRACTOR as correct.

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of days as set forth, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain the actual damage which CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that CONTRACTOR will pay to CITY the sum of AMOUNT AND NO/100 DOLLARS ($ .00) per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and CONTRACTOR agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that CITY, may deduct the amount thereof from any monies due or that may become due CONTRACTOR under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days as specified, the CITY shall have the right to increase the number of days or not, as may seem best to serve the interest of CITY, and if the CITY decides to increase the said number of days, the CITY shall further have the right to charge to CONTRACTOR, CONTRACTOR's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as may be deemed proper, the liquidated damages as specified or the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, whichever is greater, except the cost of final surveys and preparation of final estimate shall not be included in such charges.
A working day shall not include, nor shall CONTRACTOR be assessed with liquidated damages nor the additional cost of engineering and inspection during any delay beyond the time named for the completion of the work caused by acts of God or of the public enemy, acts of CITY, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes and subject to approval by the Director, inability to get materials ordered by CONTRACTOR or subcontractor due to such causes provided that CONTRACTOR shall notify the Director in writing of the causes of delay within five (5) working days from the beginning of any such delay, and the Director shall ascertain the facts and the extent of the delay, and Director’s findings of the facts thereon shall be final and conclusive.

If CONTRACTOR is delayed by reason of alterations made in these specifications, or by any act of the Director or of the CITY, not contemplated by the contract, the time of completion shall be extended proportionately and CONTRACTOR shall be relieved during the period of such extension of any claim for liquidated damages, engineering or inspection charges or other penalties. CONTRACTOR shall have no claim for any other compensation for any such delay.

(f) To conform strictly to the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California.

To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS ($25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California.

(g) That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

(h) CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor’s responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

(i) Pursuant to Stockton Municipal Code Section 3.68.095 the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50% of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or
subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with Section 3.68.095.

2. CITY agrees:
   (a) To pay CONTRACTOR for the work herein contemplated in the following manner: Progress payments will be made on or about the first day of each calendar month, in such sum as shall make the aggregate of payment up to such day equal to ninety-five percent (95%) of the proportional contract price, upon the basis of the progress certificate of the Director of Municipal Utilities as to the amount of work done and the proportional amount of the contract price represented therefore; and all of the remaining part of the contract price not as aforesaid paid, shall be paid at the expiration of thirty-five (35) days from the completion of said work of construction and the certification by the Director of Municipal Utilities of such completion.

   Pursuant to Section 22300 of the Public Contract Code, the contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

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

   Any such changes will be set forth in a contract change order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and/or the City Council.

   Processing of change orders shall be in accordance with Section 4-1.03 of the City of Stockton Standard Specifications and Plans as adopted by Council on November 25, 2003, by Resolution No. 03-0707, effective December 1, 2003, except that the $23,578 limit shown in Section 4-1.03 shall be increased to $75,000. When the compensation for an item of work is subject to adjustment under the provisions of Standard Specifications and Plans, Section 4-1.03, CONTRACTOR shall, upon request, promptly furnish the Engineer with adequate detailed cost data for such item of work.
4. AUDITS:
   (a) CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under the contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.
   (b) CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under the contract.

5. It is expressly understood and agreed by and between the parties hereto that a waiver of any of the conditions of this contract shall not be considered a waiver of any of the other conditions thereof.

6. It is further understood and agreed by and between the parties hereto that time is of the essence of this contract in all respects.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

ATTEST:
BONNIE PAIGE
CITY CLERK

By________________________________________

KURT O. WILSON
CITY MANAGER
"CITY"

APPROVED AS TO FORM & CONTENT:
JOHN LUEBBERKE
CITY ATTORNEY

By:________________________________________

City Attorney

________________________________________

"CONTRACTOR"

(Indicate status: corporation, partnership or sole proprietorship)

Tax Identification No.