



REQUEST FOR PROPOSAL
Proposal No. 189-20

ELECTRICAL MAINTENANCE SERVICES

CITY OF ORANGE
COMMUNITY SERVICES DEPARTMENT
230 E. Chapman Ave.
Orange, CA 92866
(714) 744-7274

Date:

Company/Firm Name:

Address:

Phone #:

E-mail Address:

Contact Name:

PROJECT NAME: Electrical Maintenance Services

Location Addresses: Various City Park Facilities

City Contact Name: Paul Miller- Park Maintenance Supervisor

Phone #: (714) 532-6472 (office)

E-Mail Address: pmiller@cityoforange.org

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INSTRUCTIONS TO PROPOSERS

1. SCOPE OF WORK. The City of Orange, a municipal corporation (herein referred to as the “City”), is requesting proposals from qualified companies to provide preventative maintenance, troubleshooting and repair of City managed and maintained electrical facilities to include, but not limited to landscape assessment districts, community facilities, park buildings (restrooms, community rooms, concession buildings), irrigation pumps and systems, athletic fields and courts electrical and lighting, area and security lighting, distribution panels, sub panels & equipment, and lake electrical distribution/ circulation pumps, and equipment. The locations of the city parks are depicted on Attachments No.5 and 6 hereto.

2. WHERE AND WHEN TO SUBMIT PROPOSALS. Proposals must be complete and sealed. Proposals shall be submitted to the Office of the City Clerk, located at 300 East Chapman Avenue, Orange, California, 92866 (Attention: Paul Miller) **not later than 2:00 p.m. on Thursday, May 2, 2019.** Proposals must be submitted in duplicate (**3 copies**). The envelopes containing a proposal must be marked “Parks Electrical Maintenance”. Proposals must be signed by an individual (or individuals) authorized to execute legal documents on behalf of the applicant. Faxed or e-mailed proposals are not acceptable and will not be considered. Proposals received after this deadline will not be considered.

3. PROPOSALS INQUIRIES, INSTRUCTIONS AND QUESTIONS. The City representative from whom proposers will receive instructions:

Paul Miller, Park Maintenance Supervisor
pmiller@cityoforange.org
230 East Chapman Avenue
Orange, California 92866
714-532-6472

Mr. Miller will lead an optional **pre-proposal meeting. Please meet Mr. Miller at 10:00 a.m. on Monday, April 22, 2019 at 230 East Chapman Avenue in the City of Orange.** Proposers are strongly encouraged to attend this meeting and visit sites prior to submitting their proposals.

Questions regarding this Request for Proposal (“RFP”) should be directed only to Mr. Miller. All questions, requests for clarification, and comments shall be sent to the City by e-mail, and must be clearly titled “Written Questions”. All such e-mails shall be sent to Paul Miller, Park Maintenance Supervisor, at pmiller@cityoforange.org. The City shall not be responsible for its failure to respond to e-mail questions that have not been titled as such, and that have not been sent directly to Mr. Miller. If any person or firm contemplating the submittal of a proposal in response to this RFP is in doubt as to the true meaning of any part of this RFP, he/she/it may submit to Mr. Miller a written request for an interpretation or correction thereof. Any interpretation or correction of any part of this RFP will be made only by addendum, duly issued by Mr. Miller. Copies of such addenda (if any) will be available on the City of Orange website and emailed to those persons who have attended the pre-proposal meeting.

The successful proposer must possess an active **Class C-10 Electrical Contractor license** that has been issued by the State of California Contractors State License Board, at the time that the Proposal is submitted. ***Failure to possess the specified license shall render the proposal non-responsive.***

SELECTION CRITERIA:

Evaluation of the proposals shall be based upon a competitive selection process. Fiscal responsibility is a priority for the City. However, the evaluation of proposals will not be limited to price alone. The City will select the most qualified proposer on the basis of demonstrated competence, experience, references, qualifications, and value for services to be performed. The City also reserves the privilege of interviewing the top candidates.

- 1. Firm's experience on similar projects.**
- 2. Electrical Maintenance firm's overall qualifications including but not limited to licensing, insurance, capacity of employees and key personnel, and the firm's ability to provide the necessary equipment to complete the work describe within this RFP.**
- 3. Demonstrated record of success (references) by the contractor on work previously performed for the City and other municipalites or enterprises.**
- 4. Firm's responsiveness to the overall request for information within this RFP.**

4. SIGNATURE ON PROPOSAL; PROOF OF AUTHORITY. If the proposal is submitted by a corporation, it must be signed on behalf of the corporation by the following combination of corporate officers: (i) the Chairman of the Board, the President or any Vice President, **AND** (ii) the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. If the proposal is submitted by a corporation under the signature of only one corporate officer or representative or with a different combination of the foregoing corporate officers, it must be accompanied by the original of a Secretary's Certificate, to which is attached a corporate resolution duly authorizing the named individual to consummate the transaction contemplated by the proposal for and on behalf of the corporation. For a sole proprietorship, the owner's signature is acceptable. If the proposal is submitted by a partnership, the signature of the managing general partner or the general partner(s) authorized to bind the partnership to such transactions must appear on the proposal submittal. Proposals may be rejected if the proper documentation is not provided.

5. EXAMINATION OF PROPOSAL. Each proposer is responsible for examining the RFP, including all attachments hereto, and submitting its proposal complete and in conformance with these instructions.

6. CONDITIONS OF SITE/WORK. Each proposer shall carefully examine the documents and project sites to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the work in any way.

7. ADDENDA. If any person contemplating submitting a proposal for the services listed herein is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City representative identified above a written request for an interpretation or correction thereof. Any interpretation or correction of City specifications will be made only by addendum, duly issued by the City representative identified above. Copies of such addenda (if any) will be made availabe on the City of Orange website and emailed to those who attend the pre-proposal meeting.

8. REQUIRED INFORMATION. The proposer is required to complete, execute and submit the following as part of the proposal submittal:

- (a) Proposal Sheet attached hereto as Attachment No. 1;
- (b) A Statement of Required Information and Experience in the form attached hereto as Attachment No. 2;
- (c) A Certificate of Non-collusion in the form attached hereto as Attachment No. 3.

9. CERTIFICATE OF INSURANCE. Proof of insurance is not required to be submitted with your proposal but will be required prior to the City's award of the contract in accordance with the terms of the written contract attached hereto as Attachment No. 8.

10. WITHDRAWAL OF PROPOSAL. Any proposer may withdraw its proposal, either personally, by phone, or written request at any time prior to the time set for the opening of proposals.

11. ERRORS AND OMISSIONS. Proposers shall not be allowed to take advantage of any errors in or omissions from the RFP. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

12. SPECIFICATIONS NOT CONTRACTUAL. Nothing contained in the RFP shall create any contractual relationship between the proposal and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding the RFP.

13. NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT. All responses to the RFP accepted by the City shall become the exclusive property of the City. Upon opening, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the proposer as business or trade secrets and plainly marked as "trade secret", "confidential" or "proprietary". Each element of a proposal which a proposer desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (*i.e.*, regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the proposer's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

14. QUALIFICATIONS OF PROPOSERS. Any proposer who can prove to be a responsible proposer based on, but not limited to, the requirements set forth on the Contractor's Statement of Required Information and Experience (Attachment No. 2 hereto) may submit a proposal for consideration.

Each proposal must satisfy the City of its ability to perform the services required, as set forth in the Specifications attached hereto as Attachment No. 4. All proposals must demonstrate and document a history of timely and satisfactory performance of similar work in a manner which addresses the stated evaluation criteria. Each proposer shall be entirely responsible for the accuracy of the information supplied concerning references.

In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar work or litigation by the proposer on previous contracts to disqualify any proposer.

The City reserves the right to reject any and all proposals and any item or items therein, and to waive any non-conformity of proposals with this RFP, whether of a technical or substantive nature, as the interest of the City may require.

The Contractor shall be registered with Department of Industrial Relations (DIR), State of California per Labor Code Section 177.1(a) at the time of the proposal. This project is subject to compliance monitoring and enforcement by DIR.

15. **AWARD OF CONTRACT.** The award of contract, if made, shall be made within **one hundred twenty (120) days** after the opening of the proposals.

Prior to the award of any work hereunder and before any work can commence, the City and the successful proposer will enter into a written contract substantially in the form attached hereto as Attachment No. 7 with such changes therein as the City's Attorney may deem necessary and appropriate. Proposers responding to this RFB are strongly advised to review all of the terms and conditions of the contract attached hereto.

16. **TERM OF CONTRACT.** The terms of this agreement shall be for four years, commencing on July 1, 2019, and ending on June 30, 2023.

17. **PREVAILING WAGES.** While the work which will be the subject of the contract to be awarded to the lowest responsible proposer is not a "public project" (as that term is defined in Section 22002 of the Public Contract Code of the State of California), Section 1771 of the California Labor Code expressly includes "maintenance" within its definition of a "public work" and provides that contracts for maintenance are subject to prevailing wage laws. Prevailing wage determinations exist for certain crafts since 1977. To the extent that the Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, the Contractor will be required, together with any subcontractor under it, to pay not less than the specified prevailing rates of wages to all such workmen. The general prevailing wage determinations for crafts can be located on the web site of the Department of Industrial Relations (www.dir.ca.gov/DLSR).

Accordingly, the Contractor selected by the City to enter into a contract for the work, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract and the work.

18. **CHANGES IN WORK.** If the amount proposed for the work exceeds the amount of money available for the initial term of the contract or any "Extension Term" (as defined below), the City, through its Parks and Facilities Manager, shall have the right to make changes in the work and the contractor shall perform the work as changed and as directed by the Parks and Facilities Manager.

19. **MISCELLANEOUS.**

1. The contractor shall provide with this proposal a minimum of three (3) references of commensurate/equal installation/ electrical work with cities and/or municipalities. References shall represent/include:
 - Work completed within the last five (5) years.
 - A description and location of said installation/ electrical work.
 - An approximate cost of said installation/ electrical work.
 - A contact person and phone number to verify installation/ electrical work.

2. The City reserves the right to reject any contractor who they feel does not meet a qualifying work experience or satisfying references.
3. The City reserves the right to reject at any time any or all proposals, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.
4. Existing site amenities (ex. sidewalks, walls, tables, paving, etc.) are to be protected from all construction and painting. Any damage to any existing site amenities will be repaired or replaced at the contractor's expense to the satisfaction of the City of Orange.
5. The Contractor is to verify all dimensions and conditions at site prior to proposal and construction.
6. The Contractor is responsible for inspecting and being aware of all site conditions.

20. SPECIAL INSTRUCTIONS.

The Electrical Maintenance firm is to include within this request for proposal the following:

1. A cover letter that conforms to the following:
 - a. Signed by a person authorized to bind the firm contractually.
 - b. Provides the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process.
 - c. Provides the name, title, address, and telephone number of the individual who will negotiate with the City and is authorized to contractually bind the firm.
2. Electrical Maintenance Firm Information:
 - a. Legal name of firm and type of organization.
 - b. Valid California landscape contractors license number. Also include any additional licensing and/or certifications that demonstrate expertise or proficiency for services as described in this RFP.
 - c. Firm location (s) and phone number (s).
 - d. Date firm established.
 - e. Number of employees.
 - f. Name, position, summary of qualifications and related experience, and proposed responsibilities of the firm's project manager and key personnel on the proposed project team, including any subcontracted positions. Submit team member resumes as an attachment.
 - g. List of equipment to be used by the firm that enables them to provide the renovation/installation work as described within this RFP.

RFP PROPOSAL SUMMARY:

The undersigned as proposer declares that he/she has carefully examined the location of the proposed work, and hereby proposed and agrees, if the proposal is accepted, to do all work required to complete the said work for the price set forth. The undersigned has checked all words and figures inserted in the RFP submittal, and understand that the City of Orange will make no allowance for any error or omission on the part of the undersigned. The undersigned has thoroughly read and understood all 6 pages of this RFP.

[Remainder of page intentionally left blank; signatures on next page]

THE CITY OF ORANGE RESERVES THE RIGHT, AND IS HEREBY GRANTED THE RIGHT, TO REJECT ANY AND ALL PROPOSERS, TO ACCEPT OTHER THAN THE LOWEST PROPOSAL, AND TO WAIVE ANY INFORMALITY IN THE PROPOSALS.

Authorized Signature _____

Printed Name: _____

Title: _____

Name of Company: _____

State License Number and Classification Designation: _____

Executed this _____ day of _____, 2019 at _____, California.

ATTACHMENT NO. 1

PROPOSAL COST SUMMARY SHEET

The City awards contract based on \$75,000 contract per year. The full amount is not guaranteed annually.

NAME OF PROPOSER: _____

PER PANEL COSTS:*

Parks and Facilities (Per Panel) Yearly PM Service

Each main panel \$ _____

Each sub panel \$ _____

Santiago Hills Assessment District (SHAD) – Yearly PM Service

Each sub panel \$ _____

HOURLY RATES FOR REPAIRS AND EMERGENCY RESPONSE: *Hourly Rates pertain to repair work and emergency responses only and are not included in the preventative maintenance annual cost provided on this Proposal Sheet.*

Hourly Rates for Weekdays (Mon-Fri) 7 a.m. – 4 p.m. \$ _____

Hourly Rates for Weekdays (Mon-Fri) 4 p.m. – 7 a.m. \$ _____

Hourly Rates for Weekends \$ _____

Hourly Rates for Emergency Service Calls \$ _____

Hourly Rates for Holidays \$ _____

Please attach a list of holidays observed by your firm.

ATTACHMENT NO. 2

STATEMENT OF REQUIRED INFORMATION AND EXPERIENCE

The proposer is required to supply the following information. Additional sheets may be attached if necessary:

1. The proposer shall provide the following:

A. Company Name: _____

B. Type of Entity (*for example, a California corporation*): _____

C. License Number: _____

D. License Class: _____

E. License Expiration Date: _____

2. Number of years as a licensed contractor engaged in electrical maintenance work for public agencies: _____

3. List at least three (3) public agencies or contracts for work similar in nature and scope to the work for which this proposer is being submitted. Such work or contracts must have been performed or under contract during the past five (5) years.

A. Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Type of Project: _____

Contract Duration: _____ Annual Contract Amount: _____

B. Name: _____

Address: _____

City _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Type of Project: _____

Contract Duration: _____ Annual Contract Amount: _____

C. Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Telephone: (____) _____

Type of Project: _____

Contract Duration: _____ Annual Contract Amount: _____

4. If requested by the City of Orange, the Proposer shall furnish a notarized financial statement, financial data, or other information and reference(s) sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

5. The Proposer shall check one of the following blank spaces, as the case may be. If the Proposer does not check either box, it will be deemed that he has checked Box A:

A. The undersigned DOES NOT INTEND to subcontract any portion of this project.

B. The undersigned INTENDS to subcontract a portion of this project to the following subcontractors. (Note: Please refer to the Subletting and Subcontracting Fair Practices Act commencing at Section 4100 of the California Public Contract Code for the portion of work for which subcontract disclosure is required with the proposer.)

For each subcontractor to be used for the performance of work under this RFB, please identify the name of the subcontractor, the contact person, address and telephone number, a description of the type of work to be performed by each subcontractor and the percentage that its work represents to the whole:

ATTACHMENT NO. 3

CERTIFICATE OF NON-COLLUSION

[Note: This form must be completed, signed by an authorized representative of the proposing firm, and returned with your proposal.]

Be it known that _____ (name), being first duly sworn, deposes and testifies that he/she is the _____ (relationship with proposing firm), of _____ (legal name of proposing firm), making the foregoing proposal:

1. That the proposal tendered is not presented in the interest or on behalf of any undisclosed person, persons, or other legal entity.
2. That no Councilman, officer, agent, or employee of the City of Orange is personally interested, directly or indirectly, in the Contract, or the compensation to be paid thereunder.
3. That the proposal is genuine and not collusive or a sham.
4. That said proposer has not directly or indirectly or solicited any other proposer to submit a false or sham proposal, nor colluded or agreed with any other proposer or person to submit a sham proposal, nor colluded to prevent any other proposer or persons from proposing.
5. That said proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to illegally limit or establish the proposal price of said or any other proposer, not to similarly seek limit or establish any overhead, profit or cost element of such proposal price.
6. That said proposer has not sought to secure any advantage against the public entity awarding the contract or anyone interested in the proposed contract.
7. That said proposer has not directly or indirectly submitted its proposal price, revealed any contents or breakdown thereof or divulged information or data relative thereto, paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except those with documented financial interest with the proposer in his general business.
8. That all the above statements are true to the best of my knowledge.

[Remainder of page intentionally left blank; signatures on next page]

Name of Entity Submitting Proposal: _____

Type of Entity: _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Business Address: _____

Telephone Number: _____

ATTACHMENT NO. 4

SCOPE OF WORK

The following scope of work may not be applicable to all panels at City Parks and Facilities or the Santiago Hills Assessment District (SHAD). All requisite preventable maintenance shall be done consistent with this scope, as specified by City Representative.

All City of Orange Utility inventories are estimates only, proposer to verify all quantities and panel specifications. Parks have a total of 26 main electrical panels and 47 sub electrical panels, and the Santiago Hills Assessment District has 21 electrical panels. The successful proposer awarded the contract to perform the work and services shall be responsible for determining actual quantities, sizes, and costs for providing electrical maintenance services for the City of Orange Park Facilities and Santiago Hills Assessment District. Electrical panels in the Park Facilities range from 600 amp, 277/480 Volt, 3 Phase, 4 Wire to 100 amp sub panels. A typical stand-up pedestal in the Santiago Hills Assessment District is 100 amp, 120/240 Volt, 3 Phase.

PROJECT DESCRIPTION

Preventative maintenance: To be performed annually or as directed by City Representative. Preventative maintenance services shall include one journeyman tech, service truck, tools, and necessary equipment to complete tasks portal to portal.

Criteria:

Provide service and evaluation on meter mains, buss bars, breakers and switchboard enclosures and operational electrical and mechanical apparatus, and solid state power and control. Provide electrical troubleshooting and repairs as required.

Conductors:

Check and evaluate main feeders – underground branch circuits.

Motors:

Running voltage to ground, running voltage to neutral, running voltage phase to phase, and running amperes, megger to ground megger between windings; and grease motors, lube bearings.

Pump and/or Vent Fans:

Running voltage to ground, running voltage phase to phase, and running amperes evaluations, if required.

Wetwell End Switches & Pumps:

Clean and calibrate the transducers. Check and replace leaking, cavitations pumps and bearings. Prime, grease and align.

Control Panels:

- Tighten all terminal lugs & torque with no lox
- Check power supply voltage
- Test induction relays
- Test heater block build-up

- Check cooling apparatus
- Replace filters
- Clean soot and scum
- Remove dirt & material buildup
- Check for proper connection of motor leads & perform internal testing
- Perform necessary Infra-red readings
- Exercise circuit breakers

Clean and inspect transformers:

- Tighten all terminal lugs & torque with no lox
- Check power supply voltage
- Test induction relays
- Test heater block build-up
- Check cooling apparatus
- Replace filters
- Clean soot and scum
- Remove dirt & material buildup
- Check for proper connection of motor leads & perform internal testing
- Perform necessary Infra-red readings

Internal Testing

- Check and record voltage to motor
- Check motor amperage start up draw
- Inspect Relay and Starter Contacts
- Clean inside Control Panel
- Calibrate & adjust controllers and transducers as needed

Ground Power Vaults /Ground sprinkler solenoid vaults:

- Level and Check drainage.
- Re-pigtail aged terminations and weatherproof terminals
- Seal and secure vaults

Parts and Materials

- Replacement parts, when required, are not included in this agreement and such parts will be provided by contractor with the City representative's approval.
- All materials shall be charged at cost, plus 15%. All receipts for materials shall accompany invoices for services rendered.
- Miscellaneous replacement parts, if required, shall be furnished by contractor and installed expeditiously the same day or immediately upon delivery of parts.
- A list of parts frequently used for the City's equipment shall be maintained and updated, as required. These parts shall be maintained in stock by the contractor to facilitate timely repairs and replacements.
- Material costs must be detailed in all invoices.

Contractor will submit a report of work completed with description of findings within 48 hours of any work performed.

ATTACHMENT NO. 5

PARK INVENTORY

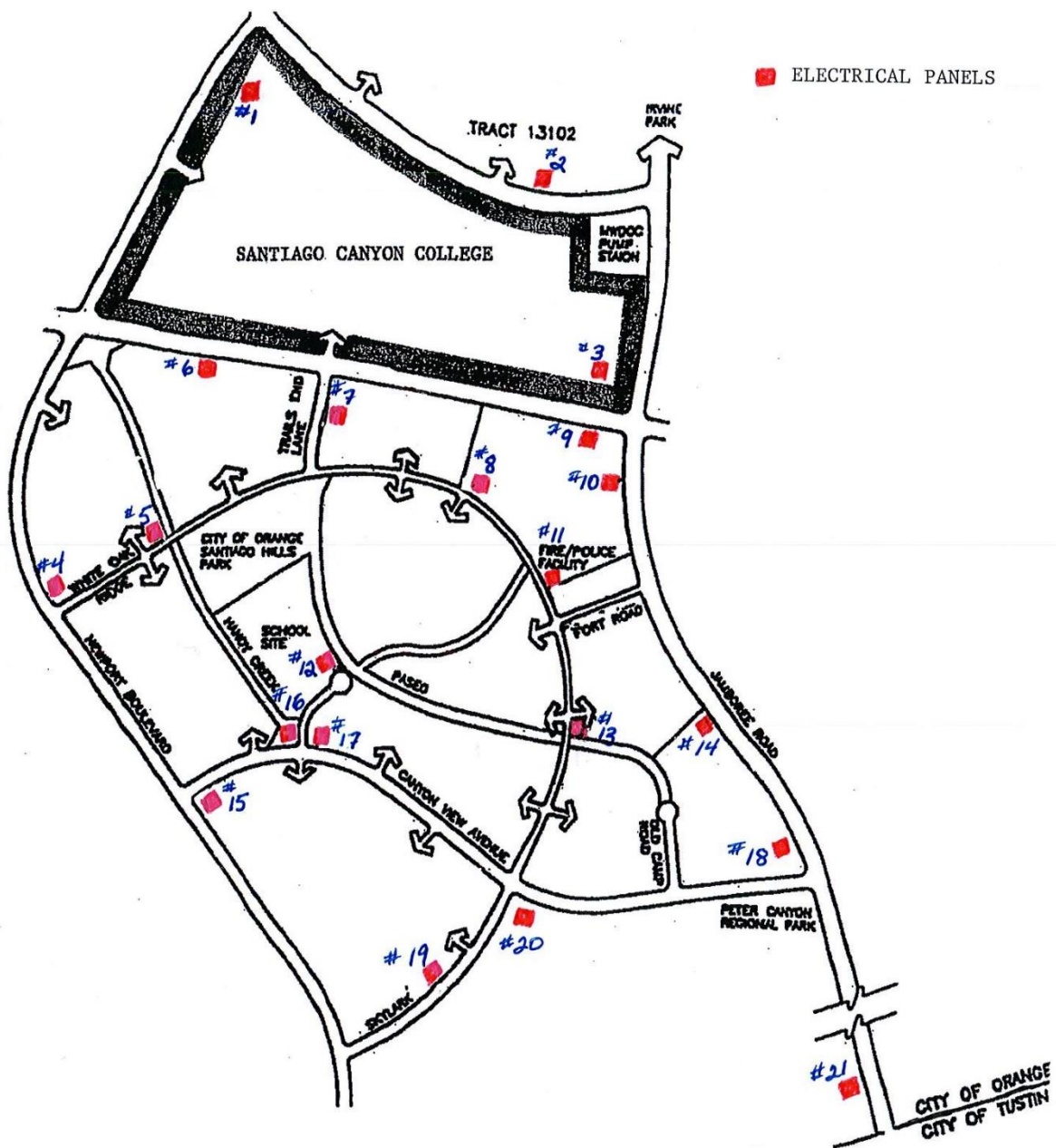
This RFP was prepared to provide electrical maintenance specifications and conditions specific to the **City of Orange Parks Facilities**. All **City of Orange Parks Facilities** herein collectively referred to as "Contract Areas" are listed below.

1. Fred Barrera Park
8380 E. Serrano Ave.
Orange, CA 92869
2. Belmont Park
4536 E. Via Escola Ave
Orange, CA 92865
3. Eisenhower Park
2864 N. Tustin Ave
Orange, CA 92865
- 3a. Eisenhower Lake -
Circulation Pump Equip.
4. El Camino Real Park
400 N. Main Street
Orange, CA 92868
5. El Modena Basin
4343 E. Jordan Ave.
Orange, CA 92869
6. El Modena Park
555 S Hewes Street
Orange, CA 92869
7. Grijalva Park
368 N. Prospect Ave
Orange, CA 92869
8. Grijalva Sports Center
368 N. Prospect Ave
Orange, CA 92869
9. Handy Park
2143 E. Oakmont Ave
Orange, CA 92867
10. Hart Park
701 S. Glassell St.
Orange, CA 92866
11. Killefer Park
615 N. Lemon St.
Orange, CA 92866
12. La Veta Park
3705 E. La Veta Ave
Orange, CA 92867
13. McPherson Athletic Center
333 S Prospect Ave
Orange, CA 92869
14. Olive Park
2841 N. Glassell St.
Orange, CA 92865
15. Pitcher Park
204 S. Cambridge Ave
Orange, CA 92866
16. Plaza Park
Orange Plaza
17. Santiago Hills Park
8040 E. White Oak Ridge
Orange, CA 90602
18. Serrano Park
2349 Apache Creek Dr.
Orange, CA 92869
19. Shaffer Park
1930 N. Shaffer Street
Orange, CA 92865
20. Steve Ambriz Memorial Park
610 Riverbend Parkway
Orange, CA 92865
21. Train Depot (Ruby's)
186 N. Atchinson Street
Orange, CA 92866
22. Veterans Memorial at Depot Park
100 N. Atchinson Street
Orange, CA 92866
23. Yorba Park
190 S. Yorba Street
Orange, CA 92866

ATTACHMENT NO. 6

SANTIAGO HILLS ASSESSMENT DISTRICT (SHAD) INVENTORY

SHAD - 21 Electrical Panels



ATTACHMENT NO. 7

GENERAL REQUIREMENTS

The Contractor shall comply with the General Requirements described herein including, but not limited to, the following:

G-1 TERMS AND DEFINITIONS:

- A. Agency : The City of Orange, California, also herein called "City".
- A. Contract Area: City of Orange Parks Electrical Distribution Facilities
- B. City's Representative: Designated person(s) as authorized representative(s) or the contract administrating officer(s) of the City of Orange.
- C. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- D. The use of the words "shall" and "may" shall be held to mean "Mandatory" and "permissive" respectively.

G-2 AREAS TO BE MAINTAINED:

The City makes no representation about the order or condition of the Contract Area work nor does the City warrant that the Contract Area will be free of defects, either apparent or hidden, at the commencement of, or at any time during the term of contract.

Contract Area sites may include Landscape, hardscape, medians, parkways, slopes, greenbelt areas, recreation trails or open space/natural areas.

An identification of the areas to be maintained is provided in this proposal document.

Inventories supplies with this proposal package are only approximate and may contain errors. By entering into contract the Contractor shall be deemed to have agreed to accept the condition of the Contract Area in its "as is" condition with the intent to upgrade or modify existing deficiencies to contract specifications.

G-3 WORKING HOURS:

Normal working hours shall be between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. No Saturday or Sunday work is to be scheduled without permission from the City, or in emergency situations.

G-4 CONTRACTOR LICENSE:

The Contractor shall hold a valid and current **California C 10 License** and submit a copy thereof.

G-5 CONTRACTOR'S OFFICE:

The Contractor is required to maintain an office within a **one (1) hour response time** of the job site and provide the office with phone services during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by telephone, cellular phone or pager. **Contractor shall have a maximum response time of one (1) hour to all emergencies. There will be no on-site storage of equipment or materials.** Contractor will have full responsibility for maintaining an office and yard.

G-6 SUPERVISION AND CONTRACTOR PERSONNEL:

The Contractor shall provide sufficient supervisory and working personnel to perform all work in accordance with the specifications set forth herein. The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the City, all work required under this contract during the prescribed hours.

The Contractor shall have a competent Journeyman, Inside Wireman, or Maintenance Electrician who is appropriate for the task being performed, on the job at all times work is being performed. This person must be capable of communicating effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisor, foreman journeymen must be able to demonstrate to the satisfaction of the City that they possess adequate technical background and experience in public facilities electrical maintenance of the type found in the City of Orange. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work that will be acceptable to the City. Any order or communication given to the supervisor or on-site journeyman shall be deemed as delivered to the Contractor.

The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The City may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City.

G-7 REPORTING SAFETY HAZARDS, DAMAGE OR MALFUNCTION AND GRAFFITI:

It shall be the Contractor's responsibility to **inspect work sites** while performing maintenance or repair work and identify any condition(s), hazards, or potential hazards that render any Contract Areas or portion thereof within this contract unsafe, as well as unsafe practices occurring thereon.

The Contractor shall **notify the City immediately** of any unusual and/or hazardous conditions in the Contract Area, including but not limited to any damage to, or malfunction of, or any item that creates a hazard or prevents the public's use of City facilities.

G-8 COOPERATION/COLLATERAL WORK:

The Contractor shall recognize that during the course of the contract other activities and operations within the Contract Area may be conducted by the City and other contractors. These activities may include but are not limited to: landscape refurbishment, irrigation system modification or repair, construction, emergencies and storm related operations.

The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the City to cooperate.

G-9 EMERGENCY NUMBERS AND RESPONSE:

The Contractor will provide the City with names and telephone numbers of qualified persons who can be called by the City when emergency conditions occur. The Contractor shall provide the capability to receive and respond immediately to calls of an emergency nature during working hours and during hours when the contractor's normal work force is not present.

The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within one (1) hour of notification.

The Contractor shall notify the City within **one (1) hour** when any emergency work has been completed.

G-10 SCHEDULES:

Contractor shall submit a maintenance schedule for all facilities to the City Representative prior to commencement of contracted services that provides for a consistent, repetitive, chronological, and organized process of preventative maintenance for the Contract Area.

G-11 CONTRACT PAYMENT:

The Contractor will be paid monthly for satisfactory work performed under this contract. On or about the first of each month, the Contractor shall submit a detailed invoice and all reports required in the contract for work performed in the prior month. If no work is performed in the prior month no payment will be made.

- A. This invoice shall be in accordance with the contract price and shall become the basis for payment.
- B. This invoice shall be subject to review and approval by the City's Representative.
- C. All submitted invoices shall be paid within 30 days of approval by the City.
- D. Any charges in the invoice not approved by the City's Representative shall not be paid by the City.

G-12 CONTRACT NON-PERFORMANCE:

If the City determines that there are deficiencies in the performance of this contract, the Contractor shall be notified both verbally and in writing each time service requirements are unsatisfactory and corrective action is necessary. Upon notification of service failure, the Contractor shall complete corrective action within 48 hours of said notification.

Should the Contractor fail to correct any deficiencies within the stated time frame, the City may exercise its right to cancel the contract per Article XII.

G-13 PAYMENTS WITHHELD:

The City may withhold **entire or partial payment** for reasons as follows:

- A. Work required by the specifications that is defective, incomplete or not performed.
- B. Claims against the City that are filed.

- C. Failure of the Contractor to make payments properly to subcontractors, or for materials and/ or labor.
- D. A reasonable doubt that the Contractor will not complete it's required performance for the remaining balance of the term of the contract.
- E. Reports, records or written documentation required of the Contractor to be delivered to the City's Representative which are incomplete or not performed.

G-14 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:

All damage incurred to existing facilities and improvements by the Contractor's operations shall be repaired or replaced at the Contractor's expense. The Contractor shall complete corrective action within the following time frames subsequent to verbal notification:

- A. All major irrigation repairs shall be complete within **24 hours** of notification by the City.
- B. General landscape and facility repairs shall be complete within **three (3) days** per the following guidelines:
 - 1. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair unless approved by the City's Representative.
 - 2. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the City's Representative.
 - 3. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the City's Representative the damage is severe, the shrub shall be removed and replaced with a similar variety and size.
 - 4. Damage to trees shall be repaired in the following manner:
 - A.. Minor damage such as bark lost from mechanical equipment shall be remedied by a qualified Tree Surgeon or Arborist.
 - B. If the damage results in the loss of the tree, or a recommendation of removal, the damaged tree shall be removed and replaced with a similar variety and size at the Contractor's expense.
- 5. Hardscape facilities damaged shall be repaired with materials approved by the City.
- 6. All landscape repairs will comply with current City Landscape Standards and Specifications.

G- 15 UNDERGROUND EXCAVATIONS:

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractors responsibility to verify and locate any underground utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Contractor shall notify the City and contact the **Underground Service Alert (1-800-227-2600)** before commencing any excavation to locate underground utility systems. Any damage or problems shall be reported immediately to the City.

Unless otherwise indicated in the contract documents, all utility lines, conduits, wires or structures shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by Contractor during the progress of the work, provided that should the Contractor, in the performance of the work, disturb, disconnect or damage any of the above, all expense arising from such disturbance or in the replacement or repair thereof, shall be borne by the Contractor.

G-16 SOUND CONTROL REQUIREMENTS:

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the Contract.

A noise level limit of 86 dBA at a distance of fifty feet (50') shall apply to all construction/maintenance equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel. No maintenance functions that generate excess noise that would cause annoyance to residents of any Contract Area shall commence before 8:00 a.m.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

G-17 LOCKS AND KEYS:

Where City of Orange locks and keys are required as part of this contract, the Contractor shall:

- A. Not duplicate any coded City key furnished by the City for access and operation of the controller.
- B. Surrender all keys furnished by the City promptly at the end of the contract period, or at any time deemed necessary to prevent loss to the City.
- C. Protect the security of City property by keeping controller cabinets and enclosure doors locked at all times.
- D. Refrain from using premises behind locked doors for storage of materials, supplies or tools, except as approved by the City.

G-18 STORAGE FACILITIES:

The City of Orange will not provide any storage facilities for the Contractor.

G-19 COMPLAINTS FROM CITY:

All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the City. If any complaint is not abated within twenty-four (24) hours, the City shall be notified immediately of the reason for not abating the complaint, followed by a written report to the City's Representative within five (5) days.

If the complaints are not abated within the time specified, or to the satisfaction of the City, the City's representative may correct the specific complaint and the total cost incurred by the City will be deducted and forfeited from the payment owing to the Contractor from the City.

Public Health and Safety issues (Risk Management) shall be corrected immediately upon notification from City.

G-20 PARKING:

The Contractor shall park his vehicles and equipment within designated parking areas or in such locations as allows normal vehicular and bicycle traffic. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all standards of OSHA or CALOSHA.

G-21 SIGNS:

The Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the City.

The Contractor shall, at all times, remove all unauthorized signs and advertising matter in the contract area under maintenance.

G-22 ADDITIONAL CONTRACT AREAS:

Contractor shall maintain at an agreed upon unit price comparable to other existing electrical facilities, any electrical facility that the City adds to this contract.

In the event that notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be pro-rated from the day the Contractor is notified to start of maintenance.

The City may elect to delete work sites, or portions thereof, within this contract at a unit price comparable to the proposal price of said work sites.

G-23 NO SMOKING:

No employee of the contractor shall smoke or use any tobacco product within any public park (or any portion thereof) or any building thereon or in an outdoor area within 20 feet of a public park within the City of Orange owned and maintained by the City as a public park.

MAINTENANCE SPECIFICATIONS

Notwithstanding the requirements of these specifications, it is the intent of this document to ensure that the electrical systems and Contract Area be maintained in a clean and safe state at all times. Contractor performance shall present a professional image, a high standard of quality and technical competence. The requirements and specifications of this document do not supersede any other applicable standards for Public Works contracts. Where there are differences, the more stringent shall apply, and the City shall be notified of any necessary changes to the specified operations and materials.

M-1 GENERAL MAINTENANCE CARE AND PROCEDURES:

- A. All necessary licenses, permits and/or approvals shall be obtained by the maintenance Contractor from the City of Orange.
- B. The Contractor shall furnish all labor, materials, equipment, tools, office with telephone, equipment storage and service facilities.
- C. Work done in any Contract Area which may affect existing utility improvements shall be done only after the notification of the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.
- D. Contractor personnel are not to take any direction from individual homeowners or members of the community unless the request is of an emergency nature. Contractor's personnel shall inform the individual to contact the City's Representative.

M-2 SAFETY:

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and comply with all safety standards required by OSHA or CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

A. Reporting Safety Hazards, Damage or Malfunction: It shall be the Contractor's responsibility to, while on site, **inspect all Contract Areas** and identify any condition(s) that renders any areas within this contract unsafe, as well as unsafe practices occurring thereon and **report any deficiencies immediately** to the City's Representative.

- 1. Notify the City **immediately** of any unusual and hazardous conditions in the Contract Area including, but not limited to, unsecured electrical panels or cabinets, exposed wires or damaged fixtures, an electrical facilities that do not meet code, or any item that creates a safety hazard or prevents the public's use of the Contract Area.
- 2. Notify the City within **one (1) hour** of malfunctioning facilities of conditions that may break, malfunction, creat a safety concern, or interrupt the public's use of the Contract Area.

C. Work Site: The Contractor shall maintain all work Contract Area sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the City.

D. Street Closures, Detours, Barricades: If work is to be conducted in the public right-of-way, the Contractor shall adhere to all safety rules, using cones, signboards, or other required safety equipment, and obtain all necessary permits and approvals per **Work Area Traffic Control Handbook requirements (WATCH book)**.

If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City, the City's Representative may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

E. Safety Equipment: All required and recommended safety devices for all power equipment shall be maintained at all times. Failure to maintain safety devices will result in the temporary interruption of work as directed by the City.

M-3 EXTRA WORK:

The City may, from time to time, need additional electrical maintenance or installation services that shall only be authorized by the City's representative as stipulated in the contract and upon execution of the contract documents. Extra work shall be performed by the Contractor or by competitive proposal option at the discretion of the City.

A. In the event the Contractor is required by the City and agrees to perform extra work:

1. When required by the City, an estimate of cost will be submitted to the Community Services Department for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the Contractor, itemizing all costs for labor, materials and equipment rental. The report shall include hours worked. The following procedure will govern such extra work.

2. Work will be executed under the direction of the City's Representative on a time and materials basis or an agreed lump sum price depending on the nature of the work.

3. City will issue a work request for such extra work to be performed.

4. Extra work will not be initiated without written authorization, except in emergency call-out situations. Contractor agrees that any services performed which are not authorized by the delegated City's Representative, as stipulated in the contract, may result in non-payment by the City.

5. Labor costs shall be based on the proposed wage scale for each type of workman.

C. The City's Representative is limited to issuance of orders, directions, notices and instruction, pursuant to the scope of electrical maintenance and repair work. The City shall not be obligated to pay for extra services which are not supported, in writing, by a Field Change Order Form.

D. Contractor shall submit invoices for extra work separate from regular monthly maintenance billing and shall detail: 1) Contract Area location, 2) services performed, 3) unit cost amounts, 4) City's Representative which ordered or authorized services.

ATTACHMENT NO. 8

SAMPLE CONTRACT

MAINTENANCE SERVICES AGREEMENT
[Maintenance Services for]

THIS MAINTENANCE SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ____ day of _____, 2017 by and between the CITY OF ORANGE, a municipal corporation ("City") and _____, a _____ *[insert the type and name of the Contractor; e.g., "ABC, INC., a California corporation", "ABC, a California general partnership", "ABC, L.P., a California limited partnership", "John Doe, a sole proprietor, doing business as ABC Company", or "ABC, L.L.C., a California limited liability company"]* ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow the highest professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

[Insert Name and Position] _____ (herein referred to as the "City's Project Manager"), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the City's Project Manager and the City Manager.

2. Total Compensation, Annual Compensation and Fee Schedule.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed _____ DOLLARS and __/100 (\$ _____) without the prior written authorization of the City.

b. The annual not to exceed compensation for services performed under this Agreement shall be paid according to those scheduled in Exhibit "B".

c. The above fee shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto and equipment rental, and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within 35 days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time for preparation and adjustment of the fee to be paid by City to Contractor.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of the City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Except as otherwise authorized by the City's Project Manager, only the employees of Contractor shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his designee.

10. **Term.** The term of this Agreement shall be for four years, commencing on _____, 20__, and ending on _____, 20__.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays that are caused by the City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement.

14. Reserved.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or mental or physical disability. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard for race, color, religion, sex, national origin, or mental or physical disability.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold the City, its City Council and each member thereof, and the officers, employees and representatives of the City (herein referred to collectively as the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under worker's compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's work under this Agreement; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of the Contractor, or person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. The Contractor, at Contractor's own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

[For Agreements Requiring Professional Liability Insurance]

b. To the fullest extent permitted by law, Contractor agrees to indemnify and hold Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or

death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

18. Insurance.

a. Contractor shall carry workers compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any worker's compensation benefits under any City program

b. Contractor shall maintain during the life of this Agreement, comprehensive general liability insurance or commercial general liability insurance written on an occurrence basis providing for a combined single limit of \$1 million for bodily injury, death and property damage.

c. Contractor shall maintain during the life of this Agreement, automotive liability insurance on a comprehensive form written on an occurrence basis covering all owned, non-owned and hired automobiles providing for a combined single limit of \$1 million for bodily injury, death and property damage.

d. Each policy of general liability and automotive liability shall provide that City, its officers, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to the City along with the certificate of insurance, which endorsement shall be on Insurance Services Office, Inc. Form CG 20 10 10 01. In lieu of an endorsement, the City will accept a copy of the policy(ies) which evidences that the City is an additional insured as a contracting party.

e. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

f. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned general liability and automotive liability insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days prior written notice to City.

g. All insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in the State of California and having a rating of Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide.

h. Contractor shall immediately notify the City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the City. In such a case, the City may procure insurance or self insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to the City, on behalf of any insurer providing insurance to either the Contractor or to the City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance.

j. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. The City may for any reason terminate this Agreement by giving the Contractor not less than five (5) days written notice of intent to terminate. Upon receipt of such notice, the Contractor shall immediately cease work, unless the notice from the City provides otherwise. Upon the termination of this Agreement, the City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by the City shall be for cause, in which event the City may withhold any disputed compensation. The City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days notice from the City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors to make the same representations and warranties as set forth in Section b.

d. Contractor shall, upon request of the City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of the City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by the Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to the City, accompanied by the verification required herein for such employees.

e. Contractor shall require all subcontractors to make the same verification as set forth in Section d.

f. Any Contractor or subcontractor who knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by the City.

g. The Contractor agrees to indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of the Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled. If the City is the prevailing party and uses in-house counsel in the litigation, it shall be entitled to recover attorneys' fees at the hourly rate that Contractor is being charged by its attorney or at the in-house counsel's fully burdened rate, whichever is higher.

23. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts.

24. **Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

25. **Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices may be sent by either e-mail or U.S. Mail. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Attn.: _____

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: _____

Telephone No.:
E-Mail Address:

Telephone No.:
E-Mail Address:

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

[Insert name of contractor.]

CITY OF ORANGE, a municipal corporation,

By: _____
Printed Name: _____

By: _____

[Insert “Rick Otto, City Manager” if Contract does not require Council approval or “Teresa E. Smith, Mayor” if Contract requires Council approval.]

Title: _____

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Mary E. Murphy, City Clerk *[This attestation provision need only be included when the Mayor signs the Contract.]*

APPROVED AS TO FORM:

(Senior) (Assistant) City Attorney

- *NOTE:**
- ***The City requires the following signature(s) on behalf of the Contractor:***
 - (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR***
 - ***The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.***
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