



# **CITY OF LAGUNA NIGUEL**

## **Request for Proposals for**

### **On-Call Citywide Electrical Maintenance and Repair Services**

**October 2019**

**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**NOTICE OF REQUEST FOR PROPOSAL**

**PUBLIC NOTICE IS HEREBY GIVEN** that the City of Laguna Niguel is accepting Proposals for Citywide Electrical Maintenance and Repair Services. Proposals shall be prepared on the approved proposal forms included in the “Request for Proposal” package.

**Proposals will be received at the office of the Public Works Department, City of Laguna Niguel, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677 until 2:00 p.m. on Wednesday, November 13, 2019.**

Proposers shall submit a sealed package consisting of: a signed original Proposal, identified as “Original” and three copies of the Proposal. Proposals may be delivered in person or by mail in a sealed package marked on the outside **“PROPOSAL FOR CITYWIDE ELECTRICAL MAINTENANCE AND REPAIR SERVICES – DO NOT OPEN WITH REGULAR MAIL”** with Bidders name and address, addressed to:

Jerry Sollom  
Parks Maintenance Superintendent  
Public Works Department  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677

**Late proposals shall be rejected and returned unopened without exception.**

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Laguna Niguel Public Works Department or online at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> The successful bidder and all subcontractor(s) under him shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. **No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work.** If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

## **PRE-PROPOSAL MEETING**

A **mandatory pre-proposal meeting** will be held at City Hall, located at 30111 Crown Valley Parkway, Laguna Niguel, CA at 10:00 a.m. on Wednesday, October 30, 2019. A walk-through will be conducted and any questions or comments will be addressed at that time. All interested proposers are invited; attendance is mandatory for proposal submittal purposes. All questions or clarifications shall be submitted via email to Jerry Sollom, Parks Landscape Superintendent, at [jsollom@cityoflagunaniguel.org](mailto:jsollom@cityoflagunaniguel.org) no later than 3:00 p.m. on Monday, November 4, 2019. The City will respond to all written questions by issuing a written addendum no later than 5:00 p.m. on Thursday, November 7, 2019.

## **REQUEST FOR PROPOSAL**

The Request for Proposal is available at the City's website [www.cityoflagunaniguel.org](http://www.cityoflagunaniguel.org). Click on the "Bids and Proposal" link and the project title and follow instructions for download (there is no fee for downloading).

## **PROPOSAL INFORMATION**

### **Description**

The purpose of this Request for Proposal (RFP) is for the City to select a qualified Contractor that is knowledgeable and experienced in all aspects of commercial and municipal electrical maintenance, and troubleshooting.

### **Scope of Work**

The City will determine the work to be performed on an on-call as-needed, when needed basis. The Contractor (s) shall furnish all labor, equipment, materials, and supervisors to perform all services Citywide as described in **Section II, Special Provisions**.

### **Proposal Submittal**

The City will select, as to the RFP, the most qualified Contractors with competitive prices to perform the work. These Contractors will be placed on an "on-call list" to be used as the work occurs. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to reject all bids and circulate another RFP.

**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**TABLE OF CONTENTS**

<b>I.</b>	<b><u>GENERAL SPECIFICATIONS</u></b>	
<b>A.</b>	<b>DEFINITIONS .....</b>	<b>5</b>
<b>B.</b>	<b>TERM OF AGREEMENT .....</b>	<b>5</b>
<b>C.</b>	<b>CANCELLATIONS .....</b>	<b>5</b>
<b>D.</b>	<b>BREACH OF AGREEMENT .....</b>	<b>5</b>
<b>E.</b>	<b>CONTRACT DOCUMENTS .....</b>	<b>6</b>
<b>F.</b>	<b>EXECUTION OF AGREEMENT .....</b>	<b>6</b>
<b>G.</b>	<b>CONTROL OF WORK .....</b>	<b>7</b>
<b>H.</b>	<b>DEFICIENT PERFORMANCE .....</b>	<b>7</b>
<b>I.</b>	<b>PERFORMANCE STANDARDS .....</b>	<b>7</b>
<b>J.</b>	<b>INSURANCE .....</b>	<b>7</b>
<b>K.</b>	<b>CONTRACTORS LIABILITY .....</b>	<b>8</b>
<b>L.</b>	<b>LABOR REQUIREMENTS .....</b>	<b>10</b>
<b>M.</b>	<b>PERSONNEL .....</b>	<b>12</b>
<b>N.</b>	<b>RECORDS .....</b>	<b>13</b>
<b>O.</b>	<b>PROTECTION AND RESTORATION .....</b>	<b>14</b>
<b>P.</b>	<b>SAFETY .....</b>	<b>14</b>
<b>Q.</b>	<b>EQUIPMENT, TOOLS AND SUPPLIES .....</b>	<b>14</b>
<b>R.</b>	<b>CHANGES .....</b>	<b>14</b>
<b>S.</b>	<b>WARRANTY .....</b>	<b>15</b>
<b>T.</b>	<b>EMERGENCY RESPONSE .....</b>	<b>15</b>
<b>U.</b>	<b>PRICING AND PAYMENTS .....</b>	<b>15</b>
<b>V.</b>	<b>COST CRITERIA .....</b>	<b>16</b>
<b>W.</b>	<b>INVOICES .....</b>	<b>17</b>
<b>X.</b>	<b>RESTRICTIONS .....</b>	<b>18</b>
<b>II.</b>	<b><u>SPECIAL PROVISIONS</u></b>	
<b>A.</b>	<b>BACKGROUND .....</b>	<b>19</b>
<b>B.</b>	<b>SCOPE OF WORK .....</b>	<b>19</b>
<b>C.</b>	<b>PERFORMANCE .....</b>	<b>23</b>
<b>D.</b>	<b>MATERIALS .....</b>	<b>24</b>
<b>E.</b>	<b>EQUIPMENT .....</b>	<b>24</b>
<b>F.</b>	<b>PROPOSAL FORMAT .....</b>	<b>25</b>
<b>G.</b>	<b>VENDORS .....</b>	<b>27</b>
<b>H.</b>	<b>PERSONNEL .....</b>	<b>27</b>
<b>I.</b>	<b>PROPOSAL EVALUATION .....</b>	<b>28</b>
<b>J.</b>	<b>ADDITIONAL ITEMS .....</b>	<b>28</b>
<b>III.</b>	<b><u>EXHIBITS</u></b>	
<b>A.</b>	<b>PROPOSAL COST SHEET .....</b>	<b>29</b>
<b>B.</b>	<b>PROPOSERS QUALIFICATION DATA .....</b>	<b>30</b>
<b>C.</b>	<b>PROPOSAL ACKNOWLEDGEMENT .....</b>	<b>32</b>
<b>D.</b>	<b>PROPOSAL AFFIDAVIT .....</b>	<b>33</b>
<b>E.</b>	<b>PAST CONTRACT DISQUALIFICATIONS/TERMINATIONS .....</b>	<b>34</b>
<b>F.</b>	<b>PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION .....</b>	<b>35</b>
<b>G.</b>	<b>SAMPLE MAINTENANCE SERVICES AGREEMENT .....</b>	<b>36</b>

**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**SPECIFICATIONS**

**I. GENERAL SPECIFICATIONS**

**A. DEFINITIONS:**

**Inspector:** The Public Works Director or a designee will be the Inspector. This person will be in charge of inspection and administration of this contract.

**B. TERM OF AGREEMENT:**

This Agreement shall be for a period of three years beginning July 1, 2020 through June 30, 2023, subject to renewal administratively by two additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the City Council for contract extension. The total term of the contract shall not exceed five years. The proposed prices shall be valid for the initial three years of the contract. A “sample” Maintenance and Services Agreement is attached to this RFP as “Exhibit G”. There will be no guarantee that City work will be requested.

**C. CANCELLATION:**

This contract may be canceled without cause and at any time by City. To cancel the contract pursuant to this provision, City shall provide written notice to Contractor of the cancellation, and the written notice shall be provided ninety (90) days in advance of the cancellation date. Any such cancellation shall be without penalty to City. In the event of such cancellation, the Contractor shall be paid the actual amount due for work it performed up through the date of cancellation less any damages it caused to City facilities.

The Contractor may cancel this contract without cause and at any time by the Contractor providing written notice to City of the cancellation ninety (90) days in advance of the cancellation date.

**D. BREACH OF AGREEMENT:**

If the contractor defaults in the performance of any of the terms or conditions of the Agreement, the contractor shall have ten (10) days after service upon written notice of such default in which to cure the default by rendering a satisfactory performance. In the event the contractor fails to cure its default in such a period of time, the City shall have the right, notwithstanding any other provisions on the Agreement to terminate the Agreement without further notice and without prejudice to any other remedy to which it may be

entitled at law, in equity, or under the Agreement. The failure of the City to object to any default in the performance of the terms and conditions of the Agreement shall not constitute a waiver of or either that term or condition or any other term or condition of the Agreement.

#### **E. CONTRACT DOCUMENTS:**

In addition to these specifications, the following documents shall be incorporated as though fully set forth herein:

- The most current edition of the National Electric Code (NEC)
- “Manual of Warning Signs, Lights and Devices for use in Performance of Work Upon Highways,” (by Cal Trans) shall be used as control for all public safety warning device placement.
- City of Laguna Niguel Local Implementation Plan (L.I.P.) – which shall be used as the rules for the control of surface and groundwater pollution.
- City of Laguna Niguel Water Quality Improvement Plan (W.Q.I.P.) – which shall be used as the rules to repair, replace, rebuild surface and groundwater wetlands and waterways due to habitat loss or mitigation measures.

These specifications will be incorporated into the Agreement by reference and made a part of the Agreement with like force and effect as if all said documents were set forth in full in the Agreement. Said documents, the Request for Proposal included herein together with the written Agreement, shall constitute the entire contract between parties. The Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law a lawful governmental regulations shall be performed by the contractor whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and the written Agreement, the provisions of the written Agreement shall control.

#### **F. EXECUTION OF AGREEMENT:**

The Agreement (sample attached) shall be signed by the successful proposer and returned within the required insurance within ten (10) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall be just cause, at the City’s option for annulment of the contract award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute contract, the City Council has the option to either reject all proposals or call for new proposals or acceptance of other proposals.

## **G. CONTROL OF WORK:**

The Inspector shall decide any and all questions which may arise as to the quality or acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the contract by the Contractor. The Inspector shall direct the inspection/administration of the work and decide questions regarding compensation.

The City Director of Public Works shall advertise, bid, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to insure compliance with these contract specifications.

## **H. DEFICIENT PERFORMANCE:**

The following Liquidated Damages shall be applied to deficient performance and/or late completion:

The parties hereto agree that it is impracticable or extremely difficult to determine the actual damages to the purchaser from failure to complete the assignments according to the established schedule or level of care. Therefore, it is hereby established that one hundred dollars (\$100.00) will be deducted and withheld from the payments due or to become due to the Contractor for each Calendar day work is incomplete beyond the scheduled day.

## **I. PERFORMANCE STANDARDS:**

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statues. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the electrical industry. ***It is intended that the Contractor will schedule its operations to meet or exceed these requirements.*** It is further intended that the Contractor will put forth a level of effort to provide quality maintenance and repair services for all electrical services.

## **J. INSURANCE:**

**1.1** The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**1.2** The contractor shall not commence any work under the contract until he has secured all insurance required by this section nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the contractor shall (i) maintain

adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self insure such labor, when such labor comes within the protection of such worker's compensation laws.

Contractor shall maintain limits no less than: General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

All policies shall contain the following: (i) a provision or endorsement naming the City of Laguna Niguel and the Laguna Niguel City Council, City Council appointed Commissions, Boards, and Committee, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Laguna Niguel, including the City Council, It's officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, contractor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Such certificates shall be on the form provided by City and signed on behalf of the insurer by an authorized representative thereof with his signature being notarized.

Contractor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All



insurance issued under the provisions of this section shall be issued in the form and by insurance organizations approved by the City prior to the commencement of any work hereunder.

**K. CONTRACTOR'S LIABILITY:**

The City of Laguna Niguel, its elected officials, officers, agents, consultants, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work.

The contractor will indemnify City and its elected officials, officers, agents, and employees against and will hold and save them harmless from any and all actions, claims, damages to persons or property penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organizations arising out of or in connection with the work, operation, or activities of the contractor, his agents, employees, or subcontractors.

The contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.

The contractor will promptly pay any judgement rendered against the contractor or City, or its elected officials, officers, agents, consultants, or employees, covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the contractor in connection with the contract, and the contractor agrees to save and hold the same harmless therefrom.

In the event City, without fault, is made a party to any action or proceeding filed or prosecuted against the contractor for damages or other claims arising out of or in connection with the work, operation, or activities of the contractor hereunder, the contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with reasonable attorney's fees.

So much of the money due to the contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damage as aforesaid.

## **L. LABOR REQUIREMENTS:**

**1.1 Prevailing Wage** - The Contractor shall hire and maintain for the duration of the contract, a workforce as required under the specifications and pay at a prevailing wage for the work.

**1.1.1** Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality and the general prevailing rate for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk of the City of Laguna Niguel, 27801 La Paz Road, Laguna Niguel, CA 92677, and are available to any interested party on request.

Pursuant to provisions of Labor Code Section 1775, the contractor shall forfeit, as penalty to City not more than fifty dollars (\$50) for each labor, workman, or mechanic employed for each calendar day or portion thereof if such labor, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

**1.2 Hours of Labor** – Eight (8) hours of labor shall constitute a legal day's work for all workman employed in the execution of the contract, and the contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3, of the Labor Code of the State of California as amended.

The contractor shall forfeit, as a penalty to City fifty dollars (\$50) for each labor, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said labor, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

**1.3 Travel and Subsistence Payments** - The Contractor shall pay travel and subsistence payments to workmen needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.

**1.4     Worker's Compensation** - In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure payment of Worker's Compensation to his employees. The Contractor shall supply the certificate required by Section 1861.

**1.5     Apprentices** - Pursuant to Sections 1777.5 and 1777.6 of the Labor Code, and in accordance with regulations of the California Apprenticeship Council (see Title 8, California Administrative Code, Sections 18000 et seq.) and local apprenticeship standards for the craft or trade, properly indentured apprentices may be employed in prosecution of the work. They must so be employed by any contractor or subcontractor employing workmen in any apprenticeable craft or trade; i.e., a craft or trade determined to be an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council.

Special attention is directed to that portion of Section 1777.5 of the Labor Code which requires such a contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the contract work, a certificate approving the contractor or subcontractor for the employment and training of apprentices in such area. Upon issuance of said certificate, the contractor or subcontractor, unless exempt pursuant to Section 1777.5 of the Labor Code, shall employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate.

If there is in the area of the site of the work a fund or funds to administer and conduct the apprenticeship program in any apprenticeable craft or trade, to which fund or funds other contractors in the said area are, but the contractor or subcontractor is not contributing, the contractor or subcontractor shall contribute to said fund or funds in the same manner, amount or upon the same basis as the other contractors do.

For willful failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be denied the right to bid on a public works contract for a period of twelve (12) months from the date the determination is made.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, State Building Annex, 455 Golden Gate Avenue, San Francisco, or from the Division of Apprenticeship Standards and its branch offices.

**1.6     Fair Employment Practices** - In connection with performance of the work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, national origin or age. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and training.
- (b) The Contractor will permit access to its records by the Fair Employment Practices Commission for investigation of compliance with Fair Employment Practices.
- (c) That should investigation determine that the Contractor has not complied with the Fair Employment Practices, then pursuant to Sections 1735 and 1775 of the Labor Code, the Contractor shall forfeit to the City one hundred Dollars (\$100.00) for each calendar day or portion thereof, for each person so denied employment as a result of non-compliance.

#### **1.7 Public Works Contractor Registration Certification**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. **No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.** If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form

#### **M. PERSONNEL:**

**Maintenance Electrician:** Per the most recent edition of the Orange County General Prevailing Wage Determination Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. Please see Section V. Labor, under A. Labor Code, sub-section 1. Prevailing Wage.

**Journeyman Maintenance Electrician:** Per the most recent edition of the Orange County General Prevailing Wage Determination, Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1.

- a. **BACKGROUND:** All personnel engaged in the performance of this work shall be employees of the Contractor, and as such shall be warranted to possess sufficient experience and reliability to perform this work.

- b. **HEALTH:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of, or presence of, alcohol or drugs on the premises or in the building.
- c. **IDENTIFICATION:** All personnel shall wear uniforms, furnished by the Contractor, at all times during performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms. The appearance of the uniforms and the manner, in which they are worn, shall be approved by the Inspector.
- d. **SUPERVISION:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to *communicate effectively in both written and oral English*.
- e. **TRAINING:** Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

Supervisors shall have been trained in supervision as well as technical training in electrical services.
- f. **NON-DISCRIMINATION:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex or religion of such persons. Violations of this provision may result in the imposition of penalties under Section 1735 of the Labor Code.
- g. **CONDUCT:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

## N. RECORDS:

Contractor shall maintain an accurate record showing names, employee number, classification, actual hours worked and actual wages and benefits paid per diem to each to each employee. These records shall reflect all workmen engaged in the performance of the work in accordance with the provisions of Section 1776, 1812, and 1852 of the Labor Code. Said records shall be available upon request of the City and shall be retained for a minimum of three years by the Contractor.

This record shall be subject to the inspection of the Inspector and the State Division of Labor Law Enforcement in accordance with the provisions of

Section 1776 of the State Labor Code.

The Contractor agrees to permit City Manager/Contract Inspector access during normal working hours to all books, accounts, records, reports, files and other papers or property of the Contractor for the purpose of auditing any aspect of performance under this contract.

**O. PROTECTION AND RESTORATION:**

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage occurring during the Contractor's operations shall be repaired or replaced, at the option of the City at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

**P. SAFETY:**

The Contractor shall perform all the work required in such a manner as to meet all accepted standards for safe practices during all operations and to maintain safe conditions of premises and right-of-ways at all times. The Contractor shall accept sole responsibility for complying with all applicable local, County, State or other legal requirements including OSHA and Cal/OSHA safety orders at all times so as to protect all persons, including Contractor's employees, agents of the City, member of the public or others from foreseeable injury, or damage to their property. The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public to include disruption of the noise levels within the area. The Contractor shall provide and pay for all barricades, delineators, lights, signs, safety fencing and other safety devices necessary to comply with all applicable State and County requirements for maintaining public safety.

All accidents out of the norm, including but not limited to, crimes, thefts, vandalism, hazard, etc., shall be reported immediately by phone to the Inspector and followed by confirmation in writing.

**Q. EQUIPMENT TOOLS AND SUPPLIES:**

All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense.

All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

On all vehicles utilized under scope of this contract, the Contractor shall have placards, emblems, signs, etc., attached to driver and passenger doors, which include but are not limited to the Company Name.

**R. CHANGES:**

Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual

agreement between the City and the Contractor. These changes will be processed through the Public Works Director or his/her designee.

**S. WARRANTY:**

For a period of 365 days commencing with installation, all parts installed by the Contractor shall be warranted by the Contractor to be in satisfactory working order and condition.

Upon written notice from the City, the Contractor shall immediately repair or replace, at his own expense, all or any parts that may prove to be defective during the period of this warranty, whether installed initially or as repair or replacement under this warranty.

The Contractor further warrants that any such repair or replacement shall remain in satisfactory working order and condition for a period of 365 days after the repair is made or the replacement parts installed.

**T. EMERGENCY RESPONSE:**

Contractor must be available for emergency/unscheduled work during and after City's normal business hours (Monday-Friday, 7 a.m. – 5 p.m.), weekends and holidays. Emergency work includes, but is not limited to the following: - Knocked down light heads, poles, damaged electric meter cabinets, damaged conductors, sensing elements, circuit breaker malfunctions, pedestrian signal heads, complete electrical failure, electrical fire exposed electrical conductors, and other operational equipment related issues. Contractor will provide 24-Hour emergency phone service and have qualified maintenance electrician's available 24-hour per day, 7 days a week, 365 days a year to respond to all emergency calls in a timely manner.

Emergency services provided by the Contractor shall be on time and materials basis and all charges to the City of Laguna Niguel shall be at those rates set forth in the proposal.

**U. PRICING AND PAYMENTS:**

Proposal pricing shall be submitted on a time and materials basis and as itemized on the pricing submittal page. Prices shall match those on the contractor's Proposal Cost Sheet.

No work shall commence without the authorization of the Inspector.

All overtime must receive prior to written approval of the Inspector and must be clearly indicated on authorization.

The only exception shall be when a condition exists wherein there is imminent danger of injury to the public or damage to property, in which case a verbal estimate and authorization may be used. Within twenty-four (24) hours after verbal authorization, the written estimate with approval shall be prepared.

## **V. COST CRITERIA:**

### **Labor:**

The cost for labor shall be for actual labor used to perform the On-Call Work. No payment will be made for use of labor unless explicitly agreed to and stated in writing by the City Inspector prior to commencement of the work. The unit price for labor shall be as bid shall include prevailing wage, plus benefits, and all overhead and mark-up.

### **Materials:**

The base cost for materials shall be for actual material used to perform the repair/replacement work. The cost of all materials shall be the actual cost paid by the Contractor at all time of purchase including but not limited to any and all discounts and any rebated or refunds. The Contractor shall provide copies of receipts/invoices on material cost and quantity and submit with each monthly On-Call Work invoice.

### **Audit:**

Periodically the City will compare the cost of materials invoiced against current retail price list and Contractor's discount. If a discrepancy exists, the City may initiate an audit of past material invoices. The Contractor shall pay for all audit costs, whether by the City staff or private agency, required to the extent of materials overcharge. The Contractor shall reimburse the City for all overages to include all administrative and process costs.

The cost of materials shall include; Actual cost (retail cost minus Contractor's discount), applicable sales taxes, and a markup of \_\_\_\_\_ percent (per proposal) for all overhead and profits based on Contractor's cost.

All materials used in On-Call Work shall be new and identical to existing materials unless directed otherwise by the Inspector.

### **Equipment and Tools:**

No Payment will be made for the use of tools which have a replacement value of Three Hundred (\$300.00) or less. Regardless of ownership, the rates to be used in determining rental costs shall not exceed local prevailing rates from equipment rental sources. The rental rates paid shall include the cost of all fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind depreciation, storage, insurance and all incidentals. All equipment shall be in good working condition and suitable for the purpose for which it is to be used. The reported rental time for equipment shall be only for its actual, continuous use on the On-Call Work and for transportation costs to the site. The total equipment and tool cost shall include, move-in transportation cost and actual hour's equipment is used on the On-Call Work.



When equipment required under the contract, is used to perform On-Call Work, payment may be made when the following conditions are met:

- (a) When the equipment is used under these conditions, and such use is to be included for payment, the On-Call Work authorization shall list the equipment and rates, and shall have the prior approval of the Inspector.

**Subcontracts:**

Labor, equipment, materials and/or services which are different in their nature from those required for the work specified in this contract and which are not ordinarily available from the Contractor may be authorized by the City and performed by subcontract. Prior to the use of any subcontractor, the Contractor shall list the name and address of the proposed subcontractor and description of the work to be performed with an estimate of cost. No subcontractor shall be utilized for performance of On-Call Work without prior authorization by the Inspector. All subcontractors and their employees shall be considered as employees of the Contractor and governed by the requirements of this contract.

**W. INVOICING:**

At the end of each month, the Contractor shall submit an invoice(s) which shall summarize all Repair/Replacement completed during the month. At the end of each month, the Contractor shall submit a completely itemized invoice based on work completed that month. Invoices shall be submitted in duplicate. Copies of the work orders or Notices to Proceed (Repair/Replacement) shall accompany each invoice. Note: One invoice per work order or Notice to Proceed. Invoices shall be submitted on standard company letterhead forms and shall state:

- (a) Invoice number;
- (b) Invoice period (dates);
- (c) Park/Facility/Location name, detailed description of the work and location;
- (d) Type and number of manpower;
- (e) Number of hours worked and pay rate per hour;
- (f) Type of equipment and rate per hour;
- (g) Type/name and quantity of materials;
- (h) Total amount requested; and
- (i) On-Call Billing Summary.  
Total Base Contract Amount;  
Previously Billed to Date;  
Current Invoice Total;  
Total Billed to Date; and  
Current Base Balance Summary

Copies of all On-Call authorizations shall be attached to the invoice.

Invoices shall be mailed to the Public Works Department, to the following address:

City of Laguna Niguel  
Public Works Department  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677

Payment will be made subject to approval by the City of Laguna Niguel.

**X. RESTRICTIONS:**

The Contractor shall submit a monthly invoice in duplicate to the Inspector at the following address: 30111 Crown Valley Parkway, Laguna Niguel, CA 92677. Invoice shall be submitted on standard company forms and shall state:

- a. **GENERAL:** Contractors personnel shall not disturb papers on City desks, open drawers of cabinets, use radios, television sets, coffee pots, stoves or refrigerators nor shall they tamper with any personal or public property.
- b. **TELEPHONE:** City Telephones shall not be used by the Contractor or his employee for personal or business reasons with the following exceptions:
  - Report immediately any signs of vandalism or anything of suspicious of nature to Orange County Sheriff's Department Dispatch Number (949) 770-6011.
  - Use the 911 number to report any need of medical, aid, fire, or need of law enforcement.

Any calls using City phones to numbers other than the above numbers will be considered a violation of the contract and grounds for *cancellation*.

## **SPECIAL PROVISIONS**

### **A. BACKGROUND:**

The City of Laguna Niguel is seeking exceptionally well-qualified Contractors to provide electrical maintenance and repair services at municipal facilities throughout the City. The work will include inspection, maintenance and repair services. Work will be requested by the Parks Maintenance Superintendent and/or his designee.

It is the intent of these specifications to describe the service in sufficient detail in order to secure time and materials pricing on the required work. Proposed time and materials prices must be held by the Contractor(s) through June 30, 2023.

### **B. SCOPE OF WORK:**

#### **Work Requirements**

- a. Work will be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
- b. Contractor shall maintain an adequate crew of employees to perform the service required.
- c. Contractor will be required to supply a list of equipment owned and available for work.
- d. Unit prices quoted shall include all required safety equipment owned and available for work.
- e. Unit prices for after hours or emergency work shall be for actual time spent on the job site. **No travel time will be paid.**
- f. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- g. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
- h. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of Laguna Niguel, if requested.
- i. Contractor agrees to require his/her employee to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment towards the public. Should, for any reason, an employee is unsatisfactory in the opinion of the Director or authorized representative, the Contractor, when notified in writing, shall cause the employee to be removed from the project or job and replaced by an employee satisfactory to the Director or authorized representative.
- j. Contractor shall provide, for all projects, a supervisor/foreman, when requested, with a minimum of five (5) years of experience related to the

electrical industry. The supervisor/foreman shall remain on-site during the entire job, when requested.

- k. Contractor shall possess a valid/current C-10 Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City.
- l. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work.
- m. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition.
- n. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
- o. The Contractor shall verify the location of all utilities prior to repair or maintenance and shall be held liable for all damages incurred due to Contractor's work related operations.
- p. The Contractor must remain within the maintenance areas to the best of their ability. Contractor shall further protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of work, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.
- q. Contractor shall comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- r. Contractor must take all due precautionary measures to protect all of the existing utilities. Except in an emergency, an excavator planning to conduct an excavation shall notify the responsible agency at least 48 hours prior to excavation. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such request should be requested through USA @ 811 or 800-227-2600.

## **Electrical Maintenance and Basic Repair Tasks**

The City of Laguna Niguel is requesting pricing from qualified Electrical Contractors (C-10) for general electrical work that is needed by various City departments. Items that might be included in this work are: complete troubleshooting and repairing existing electrical systems from the utility electric meter to the source of the problem, create dedicated circuits; parking lot pole and pathway lighting, greenbelt pole and pathway lighting, parks pole and pathway lighting; UPS supply power installations; computer room circuit installations; replacement of building supply transformers; electrical panel upgrades; re-routing of conduit and switches; connection of new signs or scoreboards; power for hot water heaters; install electrical for programmable irrigation timers; disconnect and reconnect RTU feeds and update circuits when replaced with new. The following is a sampling of the additional repairs and replacements that have been done in the past that may be needed during this contract: controller clocks; electrical appliances; light fixtures in a fountain; carriage lights and spot lights; breakers and fuses; lighting fixtures and internal components; motors and bearings; receptacles and switches; occupancy sensors; centralize control systems; re-circulation pump motors; all styles of lighting systems, ball field and sports court lighting (ballast and bulbs); photo cells; irrigation system pump motors; and damaged cords. The Electrical Contractor may also be required to troubleshoot breakers and fuses: emergency backup power systems; electronic components and safety devices; power to overhead door systems, automated curtain and security gates. The Contractor shall also be required to locate underground conduits and conductors within parks, streets, parking lots, medians and along trails. The awarded contractor will need to supply and use the following as necessary; scaffolding; man lifts; equipment to drill concrete, desk , floors, countertops and walls; fork lifts and bucket trucks. Other equipment may be required as necessary. The City will not provide this equipment.

The contract(s) will be established on an “on-call” time and material basis with some fixed priced items. The City intends to award at least one (1) electrical service contract from this process. There is no guarantee that any work will be requested.

All work performed by the Contractor shall be professional, current with the times utilizing state-of-art methods and equipment considered to be acceptable under existing electrical standards. The actual work to be performed, contract requirements and compensation procedures are defined in the following divisions of these documents.

Included within the scope of work is the operation and maintenance of the electrical system. However, due to factors outside the control of either the Contractor or the City, damage to the electrical system may be sustained. Therefore, the Contractor shall repair such damage as a portion of the work. Reimbursement for those costs shall be as defined herein.

Refurbishment and/or major repair projects may be in process simultaneously with these maintenance operations which will require cooperation and coordination. Additional work required because of the improvements may be required. Reimbursement for these costs shall be defined herein.

As new property is developed and accepted by the City, additions will be made to this contract to preform electrical maintenance over these areas. Costs will be computed as outlined herein.



## **Overview**

The City is seeking Electrical Contractors to handle a range of electrical services on an on-call as needed basis. The awarded Electrical Contractor(s) will be responsible for the professional quality, technical accuracy, and the coordination of all services provided. Services will encompass a variety of City projects, for multiple City divisions in many different environments. Throughout the contract, the City will have projects that are scheduled and pre-arranged, but they may also have occasional, unanticipated requests needing immediate attention. The awarded Electrical Contractor shall comply with all the applicable provisions of the Local, State, and Federal laws including required Professional Certifications. Work will be requested on a task basis by a City Department Representative to one of the selected Electrical Contractors at the time work is required. A brief explanation of the assistance needed will be provided along with the opportunity to view the site. The Electrical Contractor will then return a brief description of the approach to the task, a schedule for its completion and estimated cost within 24 hours. The estimated cost is to be based on the pricing submitted in the contractor's proposal to this RFP. When the requesting department's representative has agreed to the approach, schedule and cost, the Electrical Contractor will commence the work within (5) business days.

## **Goals**

It is the intent of these specifications to describe the service in sufficient detail in order to secure time and materials pricing on the required work. All supplies and services not specifically mentioned which are necessary in order to provide the required services, shall be included in the priced proposal at the time the work is requested. It is intended the contracts generated in relation to this request for proposals will streamline the service quotation process. It does not eliminate the right for City divisions to request quotations from other vendors or use the formal proposal process on specific projects, when they feel it will be in the City's best interest. Contracts awarded as a result of this RFP are not a guarantee that any work will be requested. If the price(s) offered in the priced proposals are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

## **Other Related Electrical Maintenance and Repair Tasks**

### **FREEWAY PYLON SIGNS**

#### **Scope of Work:**

**General:** The Contractor shall provide all tools, materials, equipment and manpower for inspections, reporting, and maintenance of two (2) 60' tall Tenant Freeway Pylon Sign locations.

**Locations:** Allen Cadillac-28332 Camino Capistrano, Laguna Niguel, CA 92677  
AT&T-27402 Camino Capistrano, Laguna Niguel, CA 92677

## C. PERFORMANCE:

**Once Per Month:** The Contractor shall perform one (1) night-time light function inspection of the two (2) Freeway Pylon Signs the first week of every month. The Contractor shall provide a written inspection report to the City of Laguna Niguel by the 10<sup>th</sup> of each month detailing the name of the person who inspected the sites, date, time, method of inspection, current weather condition and the current lighting status of the two (2) Freeway Pylon Signs. Payment for this service shall be per the proposal.

**As Needed On-Call Service:** Upon request and/or as a result of the night-time inspection, the Contractor shall troubleshoot and replace various electrical equipment at two (2) Freeway Pylon Signs for electrical issues such as:

- Defective LED Module Lighting within sign
- Defective LED Module Cove Lighting
- Defective LED Module Exterior Up-Lighting
- Defective LED Power Supplies
- Defective Conductors within the displays
- Defective Photo Eye(s)
- Defective Conductors and Conduits from the electrical point of connection to the Freeway Pylon Signs

Payment for this service shall be per the proposal.

**Annually:** The Contractor shall perform one (1) low pressure low volume wash of each Freeway Pylon Sign by September 15 of each year. The Contractor shall provide their own deionized source of water, pumps, motors, microfiber cleaning equipment, 60' min. aerial lift, etc. Payment for this service shall be per the proposal.

**Notification of Property owners:** Prior to entering either two (2) Freeway Pylon Sign locations, the Contractor shall contact and receive permission from the property owners where the signs are located a minimum of 48 hours prior to arriving on-site to perform maintenance work.

## D. MATERIALS:

The Contractor shall furnish all the necessary materials and supplies to complete the work as specified herein. All materials and supplies shall be new, high quality, free from defects and designed for the intended use and shall be subject to the Inspector's approval. All materials shall be purchased at wholesale prices and include the Contractor discount. The Contractors discounts shall be stated in **Exhibit A, Proposal Cost Sheet**.

## E. EQUIPMENT:

The Contractor shall furnish all the proper vehicles, equipment and tools required to perform the work as described herein. All vehicles, equipment, and tools shall be kept in good repair and conform to all state and local laws. Any equipment deemed by the City Landscape Inspector or the Director of Public Works/City Engineer to be unsafe, in disrepair or unsatisfactory shall be repaired or replaced immediately.

Required proper equipment shall include but not limited to:



**Maintenance Electrician Service Truck(s):** Each vehicle shall be equipped with a “service” body complete with individualized compartments for electrical parts and fittings. An overhead pipe/lumbar rack capable of hauling. Each maintenance electrician assigned to the work shall be assigned a dedicated Maintenance Electrician Service Truck.

**Maintenance Electrician/Bucket Service Truck(s):** Each vehicle shall be equipped with a “service” body complete with individualized compartments for electrical parts and fittings. An overhead hydraulic lift with bucket capable of reaching work location 25’ high in elevation. Each maintenance electrician assigned to the work shall be assigned a dedicated Maintenance Electrician/Bucket Service Truck.

**Electrical Conductor Locator(s):** Used to locate conductors underground. Complete with adjustable high power transmitter. Wand type receiver with adjustable loudspeaker audio, headphone audio and visual signal strength indicators.

**Electrical Conductor Toner(s):** Used to transmit a tone through a conductor and locate from one location to another. To include high power tone generator and tone probe amplifier. Each maintenance electrician assigned to the work shall be assigned a dedicated Electrical Conductor Toner.

**AC/DC Amp Meter(s):** Used to measure/troubleshoot each maintenance electrician assigned to the work shall be assigned a dedicated AC/DC Amp Meter.

**Ground Checker/Circuit Tester(s):** Each maintenance electrician assigned to the work shall be assigned a dedicated Ground Checker/Circuit Breaker.

**Aerial Boom Lift(s):** Capable of reaching up to 80’ in elevation.

**Aerial Scissor Lift(s):** Capable of reaching up to 60’ in elevation.

No equipment may be stored or worked on within any of the areas covered under this work without explicit written approval by the Inspector or Director of Public Works/City Engineer. If/when equipment is to be stored in any areas covered under this work, the Contractor shall at a minimum provide 6’ steel fence posts, orange barricade safety fencing, and nylon zip ties to circle the equipment. Supplemental caution tape, delineators, barricades and cones may be required.

## **F. PROPOSAL FORMAT:**

### **i. Cover Letter**

Include a cover letter introducing your company and summarizing your qualifications, and detailing any exceptions to this RFP. This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

### **ii. Company Requirements**

1. Provide the following information as listed: Company Name, Address, Phone Number, and names of Principals.

2. Identify the year in which your company was established and began providing “C-10” Electric Contracting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

**iii. Cost Breakdown**

Provide a cost for the services and products as broken down on Exhibit “A”, the Proposal Cost Sheet. Show a breakdown of all reimbursable expenses required to complete the work. Also, provide hourly rates for your firm. These rates will be considered valid throughout the life of the contract.

**iv. Personnel and Qualifications**

1. Describe your customer service philosophy
2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
3. Provide the names, resumes, and background checks of the key personnel that will be performing the proposed services, including the primary project manager.
4. Describe the methods and timeline of communication your firm will use with the City’s project manager, other involved City staff, and other interested parties.
5. Are the contractors in your company licensed with the State of California? If so, please provide State License numbers for key personnel that will be performing the proposed services.
6. Tell us why/how your company has the ability, capacity and skill to perform the Contract or provide the services required.
7. Have you worked for the City previously? If so, list the year, project manager and type of work completed.
8. Define your business and overtime hours.
9. Provide a list of all the tools, equipment, and machinery owned by your company that will assist you in executing this contract.
10. Describe your philosophy on the ratio of apprentice, journeyman and master electricians in your workforce assigned to any given project.

**G. VENDORS:**

List the names and addresses of the vendors you currently use for irrigation supplies and the percent of discount you are given.

List the names and addresses of the vendors you currently use for fertilizers, pesticides, mulches, etc.

List the names and addresses of subcontractors you plan to use in the performance of this contract.

**H. PERSONNEL:**

List all of the potential employees that may do work under this contract and provide a brief description of their qualifications, training and experience.

What is the average base pay rate (Maintenance Electrician)?

What is the average base pay rate (Journeyman Maintenance Electrician)?

Who will be the field supervisor?

What is his/her background?

What is his/her education?

What is his/her salary range?

Who will be the irrigator(s)?

What are the qualifications of the maintenance electrician(s)?

What are the qualifications of the journeyman maintenance electrician(s)?

What electrical training classes have maintenance electrician attended?

What electrical training classes have journeyman maintenance electrician attended?

List the electrical repairs and troubleshooting maintenance electrician personnel are capable of?

List the electrical repairs and troubleshooting journeyman maintenance electrician personnel are capable of?

What are the proposed hours of operation you plan to use within the City of Laguna Niguel?

Please include all break periods and lunch periods.

**v. Proposal Acknowledgement**

Complete this form as provided in Exhibit "C"

## **I. PROPOSAL EVALUATION**

The City plans to develop an on-call list of contractors that may be called upon to complete various work assignments as outlined in this RFP. Placement on the on-call list does not guarantee work to the contractor.

All proposals submitted in response to this RFP will be evaluated in accordance with the criteria described below. Total scores will be tabulated; the contracts will be awarded to the bidders whose proposals are deemed to be the most advantageous to the City.

If the City request presentations by short listed bidders, the City may revise their initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the City, these dates may not be flexible.

The contract will be awarded to the vendors whose overall offers are deemed to be the most advantageous to the City.

In preparing responses, bidders should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified bidders for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance:

1. Cost Breakdown
2. Company and Personnel Qualifications
3. Approach to Scope of Work

A presentation and/or demonstration may be requested by short listed bidders prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

## **J. ADDITIONAL ITEMS:**

1. Are there any surcharges such as fuel, disposables, etc.? Please list a description of the surcharge with the appropriate pricing.
2. What are your minimum hours charged for an emergency call out?

**EXHIBIT "A"**  
**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**PROPOSAL COST SHEET**

**I. PRICING**

**Labor:** is the cost per hour for one non-supervisory or apprentice personnel including all associate cost.

**Supervisory:** is the cost per hour for one supervisory or journeyman/master personnel including all associated cost.

**Markup on Materials:** is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental.

<b>Labor Only Items</b>	<b>Regular Rate/Hr. (Business Hrs.)</b>	<b>Overtime Rate Hr.</b>	<b>Emergency/Holiday Rate/Hr.</b>
Maintenance Electrician	\$	\$	\$
Journeyman Maintenance Electrician	\$	\$	\$
<b>Equipment Only Items</b>	<b>Regular Rate/Hr. (Business Hrs.)</b>	<b>Overtime Rate Hr.</b>	<b>Emergency/Holiday Rate/Hr.</b>
Service Body Truck/Vehicle	\$	\$	\$
Bucket Truck w/Service Body	\$	\$	\$
Scissor Lift to 60'	\$	\$	\$
Aerial Man Lift to 80'	\$	\$	\$
<b>Labor and Equipment Items</b>	<b>Regular Rate/Hr. (Business Hrs.)</b>	<b>Overtime Rate Hr.</b>	<b>Emergency/Holiday Rate/Hr.</b>
Service Body Truck/Vehicle w/Maintenance Electrician	\$	\$	\$
Service Body Truck/Vehicle W/ Journeyman Maintenance Electrician	\$	\$	\$
Bucket Truck w/ Service Body w/Maintenance Electrician	\$	\$	\$
Bucket Truck w/ Service Body W/ Journeyman Maintenance Electrician	\$	\$	\$
Scissor Lift to 60' w/Maintenance Electrician	\$	\$	\$
Scissor Lift to 60' W/ Journeyman Maintenance Electrician	\$	\$	\$
Aerial Man Lift to 80' w/Maintenance Electrician	\$	\$	\$
Aerial Man Lift to 80' W/ Journeyman Maintenance Electrician	\$	\$	\$
Monthly Nighttime Inspection on Freeway Pylons	\$	\$	\$
Annual Wash of Two (2) Freeway Pylon Signs	\$	\$	\$

Materials Markup: \_\_\_\_\_ %

**EXHIBIT "B"**  
**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**PROPOSER'S QUALIFICATION DATA**

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The bidder may submit additional information.

1. Name of Proposer: \_\_\_\_\_
2. Main office address: \_\_\_\_\_  
\_\_\_\_\_
3. Phone: \_\_\_\_\_ Fax#: \_\_\_\_\_
4. Proposers federal tax identification number: \_\_\_\_\_
5. The Proposer is organized as a \_\_\_\_\_
6. The date the Proposer was organized in its current form: \_\_\_\_\_
7. If a corporation, the state where it is incorporated: \_\_\_\_\_
8. How many years have you been engaged in the contracting business under your present firm or trade name: \_\_\_\_\_
9. Contract(s) on hand: (List these, showing amount of each contract and the anticipated completion date)  
  
Job: \_\_\_\_\_ \$: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Job: \_\_\_\_\_ \$: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Job: \_\_\_\_\_ \$: \_\_\_\_\_ Completion Date: \_\_\_\_\_
10. Have you ever been debarred or suspended by a government from consideration for the award of contracts?    ☐ YES    ☐ NO    If yes, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. Have you ever been charged liquidated damages on a contract?    ☐ YES  
      ☐ NO  
      If yes, where and why? \_\_\_\_\_  
\_\_\_\_\_

12. List your Company's major and specialized equipment assets available for this contract:

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13. List three projects of similar nature to this project: List Job/\$, Contact name/phone number. Use back of page if more room is needed.

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14. Provide a list of all work performed in house by your company.

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15. Background and experience of the principal members of your organization, including officers:

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CONTRACTOR: \_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

**EXHIBIT “C”**  
**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**PROPOSAL ACKNOWLEDGMENT**

The Proposer hereby acknowledges receipt of addenda number (s)

\_\_\_\_\_.

By signing below, you agree to all terms and conditions in this RFP, except where expressly described in your cover letter.

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Vendor’s Tax ID Number (FEIN)

\_\_\_\_\_  
Type or print name of person signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
City, State, Zip  
days)

\_\_\_\_\_  
Proposal Valid Until (at least 90

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Website Address

The Proposer is organized as a (corporation, partnership, etc.) \_\_\_\_\_

If a corporation, the state where it is incorporated:



**EXHIBIT "D"**  
**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**PROPOSAL AFFIDAVIT**

To: \_\_\_\_\_, as Agency.

In accordance with Agency's Notice Inviting Sealed Proposals, the undersigned Contractor hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required to provide these services as set forth in the Request for Proposal, including the specifications for performing the work.

Contractor declares that this proposal is based upon careful examination of the Request for Proposal, including the specifications for performing the work, the work sites, and all other contract documents. If this proposal is accepted for award, Contractor agrees to enter into a contract with Agency at the prices set forth in the following Proposal Forms.

Contractor understands the following:

1. Its Proposal is to provide all of the Municipal Maintenance Services required for all City owned facilities.
2. The price submitted includes all appurtenant expenses, taxes, royalties and fees.

**TO BE SUBMITTED WITH PROPOSAL**

Proposer Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

**EXHIBIT "E"**  
**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**CONTRACTOR'S STATEMENT OF  
PAST CONTRACT DISQUALIFICATIONS/TERMINATIONS**

The Proposer is required to state any and all instances of being disqualified, removed, or otherwise prevented from proposing on or completing any contract for construction.

1. Have you ever been disqualified or terminated from any contract?

Yes \_\_\_\_\_

No \_\_\_\_\_

2. If yes, provide name and address of agency and explain the circumstances:

Agency Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Explanation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL PAPER MAY BE USED TO COMPLETE IF NECESSARY

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print Name and Title

**EXHIBIT “F”**  
**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR).

See <https://www.dir.ca.gov/public-works/publicworks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public works.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

**EXHIBIT “G”**  
**CITY OF LAGUNA NIGUEL**  
**On-Call Citywide Electrical Maintenance and Repair Services**

**SAMPLE MAINTENANCE SERVICES AGREEMENT**

+AGREEMENT FOR MAINTENANCE SERVICES

On-Call Citywide Electrical Maintenance and Repair Services

THIS AGREEMENT is made and entered into the 17th day of December, 2019, by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and \_\_\_\_\_, a \_\_\_\_\_ [capacity] \_\_\_\_\_, hereinafter the "Contractor."

R E C I T A L S:

1. City requires electrical services at various parks and facilities and related areas citywide.
2. The City sought proposals for electrical services.
3. The Contractor submitted its 'Proposal for Electrical Contract Services for the City of Laguna Niguel', which is dated November 13, 2019, and which is Exhibit "B" to this Agreement.'
4. Contractor has the proper C-10 Electrical Contractors license, many years of experience and other qualifications to render the required services.
5. City desires to enter into an agreement with the Contractor for Electrical Services.

A G R E E M E N T:

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

1. Scope of Work. Contractor shall provide the electrical services described in the Scope of Work in a manner satisfactory to City. The Scope of Work consists of the City's Request for Proposal On-Cal Citywide Electrical Maintenance and Repair Services October 2019 and the Contractor's Proposal Proposal for On-Call Citywide Electrical Maintenance and Repair Services November 13, 2019, which are attached hereto respectively as Exhibits "A" and "B."

In the event of any conflict or inconsistency between Exhibits "A" and "B" and this Agreement, this Agreement shall take precedent over Exhibits "A" and "B."]

It is understood that the electrical services required to be provide pursuant to this Agreement will be provided on-call and as needed, when needed basis with the City Public Works Department determining and advising the Contractor what electrical services are required to be provided by

Contractor and when they are required to be provided using the procedure set forth in the Request for Proposal (Exhibit "A")

2. Additional or Different Services. Any proposed changes in the Scope of Work shall be made only by written amendment to this Agreement.

3. Term. The Contractor shall commence providing the required services on July 1, 2020, and this Agreement shall continue in full force and effect until June 30, 2023, , subject to termination as provided in paragraph 17. The agreement may be extended administratively by the City Manager for two one-year terms if the contractor's performance is satisfactory and that it is in the interest of the City.

4. Payment for Services. City agrees to pay Contractor for providing the services which are described in Exhibit "A," and to pay for those services in the amount and in the manner and at the times set forth in Exhibit "B."

5. Contractor to Supply Instrumentalities. Contractor shall supply all necessary labor, tools, materials, appliances, and equipment to provide the required services.

6. Licenses; Standard of Care.

(a) Contractor represents and agrees that all personnel engaged by Contractor in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Contractor represents and warrants to City that it has all licenses, permits, qualifications, and approvals to provide the services and work required to be performed by this Agreement. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

(b) Contractor shall perform the services under this Agreement in a skillful and competent manner. The Contractor shall be responsible to City for any errors or omissions in the performance of work pursuant to this Agreement. Should any errors caused by Contractor be found in such services, Contractor shall correct the errors at no additional charge to City by redoing the work.

7. Legal Responsibilities.

(a) Contractor shall keep itself informed of all State and Federal laws and regulations which may in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Contractor shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Contractor to comply with this paragraph.

(b) The City and its Council members, officers, employees, agents, representatives and consultants are not responsible or liable for any claims, losses or damages that may arise from injury to any person, including employees of Contractor or any subcontractor, or from damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the required services.

8. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9. Subcontracting Subject to Approval. Contractor may not subcontract any portion of the work required by this Agreement to other persons or firms unless Contractor first obtains the written consent of City to engage in such subcontracting.

10. Independent Contractor. Contractor is and shall at all time remain as to City a wholly independent contractor. Neither the City nor any of its officers, employees, or agents, shall have control over the conduct of the Contractor or any of the Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents, are officers, employees, or agents, of the City. Except as specified in writing by City, Contractor shall have no authority, expressed or implied, to act on behalf of City, and Contractor shall have no authority, expressed or implied, to incur any obligation or liability against the City. Contractor shall be responsible for and pay all taxes and other payments for Contractor and its employees for Federal and State income taxes, including withholding of taxes, Social Security, worker's compensation insurance, State disability insurance, unemployment insurance, and all other similar items.

11. Administration. This Agreement will be administered by the Public Works Department. The Director of Public Works or his designee shall be considered the Project Administrator and shall have the authority to act for the City under this Agreement. The Director of Public Works or his designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

12. Indemnification. Contractor shall indemnify, protect, defend and hold harmless, City and its Council members, officers, employees, agents, and representatives from any suits, claims, actions, liability or damages of whatsoever kind and nature that may arise from or are in any way related to Contractor's performance of work pursuant to this Agreement. This provision shall survive the term of this Agreement.

13. Liability Insurance.

(a) Without limiting Contractor's indemnification of City, as described in paragraph 12, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers

admitted to do business in the State of California, which contain the coverage described below. The policy or policies shall be provided to City prior to the Contractor providing services pursuant to this Agreement.

- (1) Comprehensive General Liability Insurance for claims for bodily injury, death, or property damage which may arise from the performance of the Contract. Such insurance shall be in an amount of at least \$3 million per occurrence and in the aggregate
- (2) Automobile Liability Insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1 million combined single limit for each accident.
- (3) Certificates of Insurance shall be provided by Contractor as evidence of the above-indicated policies.
- (4) The City of Laguna Niguel, the City Council, and the City's officers, employees, agents and representatives shall be named as additional insureds under these policies.
- (5) Said Certificates of Insurance shall provide that 30 days written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

(b) Contractor shall include subcontractors, if any, as insureds under its policies or shall furnish separate certificates of insurance for each subcontractor. All coverage for each subcontractor shall comply with the requirements of this paragraph.

14. State Labor Code.

a. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774. Copies of these rates and the latest revisions thereto are on file in the office of the City Clerk of the City of Laguna Niguel and are available for review upon request.

b. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to State Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.



c. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the State Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

d. The Contractor shall post at the work site a copy of the wage rates and post other information as required by law or regulation of the State Labor Commissioner.

e. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Each Contractor and subcontractor shall furnish the records specified in State Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

f. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

g. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

h. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

15. Workers' Compensation Insurance. Contractor acknowledges the provisions of State Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor certifies that it will comply with these provisions before commencing performance of work under this Contract. The Contractor shall sign a Workers' Compensation Insurance Certificate, in a form satisfactory to the City, and submit the signed Certificate to the City prior to commencing work under this Contract.

16. Nondiscrimination by Contractor. Contractor represents and agrees that Contractor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

17. Termination. Either party may terminate this Agreement, without cause or penalty, by providing written notice to the other party that the Agreement is terminated. Said written notice shall be provided at least ninety (90) days in advance of the termination date. Unless terminated as provided herein, this Agreement shall continue in effect for the period set forth in paragraph 3. If City terminates this Agreement pursuant to this paragraph, Contractor's compensation shall be paid based on the percentage of the required services performed.

18. Notices. Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

CITY: City of Laguna Niguel  
Attn: Director of Public Works  
30111 Crown Valley Parkway  
Laguna Niguel, California 92677

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services described in Exhibit "A" hereto by Contractor for City and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

20. Exhibits. The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement.

21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

22. Breach of Agreement. If Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days [or some other appropriate time] after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of City to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

23. Attorney Fees. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

24. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

25. Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

26. Authority to Sign. The person [or persons] executing this Agreement on behalf of the Contractor warrants and represents that he [she/they] has [have] the authority to execute this Agreement on behalf of the Contractor and has [have] the authority to bind the Contractor to the performance of the obligations hereunder.

///

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

By: \_\_\_\_\_  
Tamara Letourneau  
City Manager

ATTEST:

\_\_\_\_\_  
Eileen Gomez,  
City Clerk

APPROVED AS TO FORM BY THE  
CITY ATTORNEY FOR THE  
CITY OF LAGUNA NIGUEL,  
CALIFORNIA

\_\_\_\_\_  
Kevin G. Ennis  
City Attorney

"CONTRACTOR "

\_\_\_\_\_[name]\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signatures are to be notarized; attach Acknowledgment. Obtain two signatures if contractor is a corporation.]

EXHIBIT "A"

REQUEST FOR PROPOSAL

EXHIBIT "B"

PROPOSAL