



**CITY OF LAGUNA NIGUEL**

**PLUMBING  
CONTRACT SERVICES**

**REQUEST FOR PROPOSAL**

**JULY 2015**

**CITY OF LAGUNA NIGUEL  
PLUMBING SERVICES  
NOTICE OF REQUEST FOR PROPOSAL**

**PUBLIC NOTICE IS HEREBY GIVEN** that the City of Laguna Niguel is accepting Proposals to select (a) qualified Contractor(s) to be responsible for the professional quality plumbing services at municipal facilities throughout the City.

**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 Monday, August 3, 2015.**

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 <http://www.dir.ca.gov/dlsr>. 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 in the Public Works Department at 30111 Crown Valley Parkway, Laguna Niguel, CA at 9:00 a.m. on Thursday, July 23, 2015.

## **PLANS & SPECIFICATIONS**

Plans and specifications are available at the City's website "www.cityoflagunaniguel.org". Click on the "Bids" link and the project title and follow instructions for download (there is no fee for downloading). A full set of drawings and specifications is also available for review and purchase at the Public Works Department of the City of Laguna Niguel, 30111 Crown Valley Parkway, Laguna Niguel, California 92677, telephone number (949) 362-4337.

## **SUBMITTING REQUESTS**

With the exception of oral questions asked at any Pre-Proposal Meeting, all questions, clarifications or comments shall be put in writing and must be received by the City no later than Monday, July 27, 2015 at 10:00 a.m., and be addressed as follows:

City of Laguna Niguel  
Attn: Rob Zampino  
Public Works Department  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677  
[rzampino@cityoflagunaniguel.org](mailto:rzampino@cityoflagunaniguel.org)

## **PROPOSAL INFORMATION**

### **Description**

The purpose of this request for proposal (RFP) is for the City to select multiple firms (herein after referred to as "bidders") that are knowledgeable and experienced in all aspects of commercial and municipal plumbing, carpentry, and painting installation, maintenance, and troubleshooting.

### **Scope of Work**

The City will determine the work to be performed on an as-needed, when needed basis. The Contractor (s) shall furnish all labor, equipment, materials, and supervisors to perform all services as described in **INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS.**

### **Format**

Each Proposal must be submitted in a sealed package, addressed to the City at the above-referenced address. Each sealed package containing the proposals must be plainly marked on the outside as **"PROPOSAL FOR PLUMBING SERVICES – DO NOT OPEN WITH REGULAR MAIL"** with Bidders name and address. If forwarded by mail, the sealed package containing the proposals must be enclosed in another packaged addressed to the City of Laguna Niguel, c/o Public Works Department, 30111 Crown Valley Parkway, Laguna Niguel, California 92677.

Questions regarding the Request for Proposal should be directed to Rob Zampino, Building and Facilities Supervisor at [rzampino@cityoflagunaniguel.org](mailto:rzampino@cityoflagunaniguel.org).

# INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS

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## **SECTION I. BACKGROUND, OVERVIEW, AND GOALS**

### **A. Overview**

The City of Laguna Niguel is seeking (an) exceptionally well-qualified Contractor(s) to provide plumbing services at municipal facilities throughout the City. The work will include the provision of a maintenance and management program including but not limited to the inspection, preventive maintenance, repair, provision of materials and supplies and other tasks and services necessary to insure safe, well maintained municipal facilities for City employees and the public. The City intends to award to at least two Contractors. Services will encompass a variety of City projects, for multiple City divisions in many different environments. Throughout this contract, the City will have projects that are scheduled and pre-arranged, but they may also have occasional, unanticipated request needing immediate attention. The awarded Contractor(s) 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 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 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 General Contractor will commence the work within five (5) business days.

### **B. 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. Proposed time and materials prices must be held by the Contractor(s) through September 30, 2018. 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, The 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.

## **SECTION II. STATEMENT OF WORK**

### **A. Scope of Services**

The Contractor shall retain professional personnel who have successfully and competently provided painting and graffiti removal services on projects of similar scope and complexity. The maintenance and all repairs shall be provided in accordance with the highest standards of professionalism, skill, workmanship, applicable trade practices, meet warranties and shall conform to all applicable laws, codes and regulations. The successful Bidder's maintenance

program and repairs shall, at a minimum, include but not be limited to the specifications outlined herein. The City reserves the right to let contracts for any and all work which requires a separate low bid process based upon the nature of the work and its anticipated costs. It is the Bidder's responsibility to provide an appropriate level of on-site staffing as specified, provide appropriate tools, environmentally safe "Green" supplies, and vehicles necessary to support all facility maintenance functions during hours of maintenance and standby response. All of the Contract Proposer's functions are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other regulatory requirements. Contractor shall meet as needed with the City Representative to identify and discuss building modifications, capital improvements, rehabilitation and other recommended expenditures for City's consideration. The Contractor shall provide highly skilled (journey level) personnel capable of providing the services below:

#### **PLUMBING MAINTENANCE & BASIC REPAIRS.**

- Contractor shall respond to and complete work requests assigned by the City Representative via electronic work order system or telephone calls by City.
- Contractor shall identify and perform basic and major repairs of plumbing leaks or breaks; solder and braze copper lines; opens clogged lines and drains; replaces washers and minor parts.
- Contractor shall inspect, all grease interceptor systems at City facilities.
- Contractor shall inspect all domestic water booster and circulation pump systems and perform bearing lubrication annually or more frequently as needed or specified by manufacturer; inspect couplings and check for any leaks.
- Contractor shall lubricate all remote drinking water chiller condenser fan motor bearings annually.
- Contractor shall, on an as needed basis, replace sewage ejection pumps, and provide quarterly inspections. Exposed pumps should be lubricated annually.
- Contractor shall maintain drinking water filtration systems.
- Contractor shall repair drain lines, vent piping, potable water lines, and gas piping.
- Contractor shall repair and/or replace fixtures – toilets, wax rings, seals, faucets, sinks, Sloan valves, or their internal parts as needed.
- Contractor shall install and repair water heaters and boilers.
- Contractor shall repair minor leaks and/or replace components.

- Contractor shall assemble, install and repair pipes, fittings of heating, water and drainage systems.
- Contractor shall repair and replace auto-flusher and manual flusher toilet valves (replace batteries as needed, with new, every six months).
- Contractor shall submit plans and obtain required no-cost building permits for each City project that requires permits.

**Other Related Maintenance Tasks** – All costs associated with any other maintenance function that might typically be performed in the City that is not expressly included in the above.

The contract(s) will be established on a time and material basis with some fixed priced items. Contracts will be effective through September 30, 2018 with the option of two (2) additional renewals, on an annual basis, upon agreement of both parties. The City intends to award at least two (2) contracts from this process. There is no guarantee that any work will be requested.

## **B. 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 the **RFP PRICING SUBMITTAL Section IV**.

## **C. DEFINITIONS**

1. General terms and abbreviations:
  - 1.1 **Annually** - Once per year or every twelve (12) months.
  - 1.2 **City** - City of Laguna Niguel
  - 1.3 **Contract** - The written Agreement providing for the performance of the maintenance services, including, but not limited to, any change orders thereto, the Notice of Request for Proposal, the Request for Proposal, including instructions to bidders and the specifications for providing the required services, and the Proposal submitted by the Contractor.
  - 1.4 **Contractor** - The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City to perform the work.

- 1.5 **Daily** - Shall include the period of normal work week, i.e., Monday through Friday.
- 1.6 **Deficient** - Lacking, incomplete, inadequate in amount, quality, etc.
- 1.7 **Director** - Director of Public Works/City Engineer
- 1.8 **Inspector** – Building and Facilities Supervisor or designee.
- 1.9 **Repairs** - Work required to maintain the systems specified under this agreement.
- 1.10 **Surety** - Any individual, firm or corporation, bound with and for the contractor for the acceptable performance, execution, and completion of the work, and for the satisfaction of obligations incurred.
- 1.11 **Weekend** – The period from Friday night or Saturday morning to Monday morning.

**D. PERIOD OF AWARD**

*The effective date of providing the required product and services shall be from date of award, (approximately in August 2015) through September 30, 2018 and may be renewable for two (2) additional one-year periods.*

If the City desires to extend the contract, not later than thirty (30) days prior to expiration, the City shall send a notice in writing to the vendor requesting firm pricing for the next twelve month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

**E. MINIMUM MANDATORY QUALIFICATIONS OF CONTRACTOR**

Priced Proposals will be considered only from licensed, “B” General Contractors who have been in the commercial building business for at least five (5) years, bondable for \$1,000,000.00 or more, financially responsible and have experience personnel able to perform the required service. A general building contractor is a contractor whose principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter, and enclosure of persons, animals, chattels, or movable property of any kind, requiring in its construction the use of at least two unrelated building trades or crafts, or to do or superintend the whole or any part thereof. The City may request information substantiating the above requirements. Failure to provide this information may result in a Contractor’s Proposal being declared non-responsive.

## **F. SPECIAL CONDITIONS**

### **1. Assignment and Subcontracting**

The General Contractor's work force is expected to perform the work under this contract. The General Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of the City of Laguna Niguel's project manager, nor shall they assign, by power of attorney or otherwise, any money payable under the Contract unless written consent of the City of Laguna Niguel has been obtained. No right under the Contract, nor claim for any money due or to become due shall be asserted against the City of Laguna Niguel, or persons acting for the City of Laguna Niguel, by reason of any so-called assignment of the Contract or any part thereof, unless such assignment has been authorized by the written consent of the City of Laguna Niguel. In case the General Contractor is permitted to assign monies due or to become due under the Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

### **2. Safety**

The Contractor and his personnel are expected to follow all City of Laguna Niguel safety rules, regulations and operating procedures. The Contractor is expected to provide all necessary personal protective equipment for his or her employees.

### **3. Permits, Fees and Licenses**

The Contractor is responsible for submitting and paying all fees, permits, inspections, etc., as required in conjunction with the Contract, from project initiation through construction, completion and acceptance by controlling authorities, with necessary record and certificate copies thereof furnished to the City. The City will provide building permit and inspection if required. The Contractor will be licensed through the State of California Contractors Board. Proof of this license is required by the City.

### **4. Pricing and Payments**

Proposal pricing shall be submitted on a time and materials basis and as itemized on the pricing submittal page. At the time a City department representative contacts an awarded contractor, that contractor shall provide the employee with an itemized price for the specific project. The itemized pricing for that specific project shall be based on the RFP pricing as submitted. Parts needed, but not listed on the RFP pricing submittal page shall be subject to a cost percent markup as determined by the amount listed on the contractor's proposal. No retail pricing will be accepted. Payments shall be made on a monthly basis after receipt of itemized billing per job. The contractor's invoice will be detailed showing quantity, description and unit pricing for all labor and materials per City project. Prices shall match those on the contractor's RFP proposal and specified priced

proposal (per project). For parts not priced in the RFP proposals, contractors will need to provide a copy of their parts invoice as support for charges. Discrepancies between RFP pricing and the invoice pricing will delay payment.

## **5. 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.

## **6. Work Standards**

All chemicals, equipment and materials proposed must conform to the standard required by OSHA/COSH. All work and/or materials supply associations, institutes and organizations, bureaus and testing laboratories, and national, federal, state, county, and local laws, codes, and ordinances. MSDS sheets will be kept on site in a project folder for each project. Permits must be posted on site.

## **7. Contractor Qualifications**

In determining the contractor(s) best suited for the work, in addition to price, the factors listed below will be considered. A proposal may be rejected if, in the judgment of the City, the contractor does not comply with or meet the criteria defined in one or more of these factors:

- The ability, capacity and skill of the Contractor to perform the Contract or provide the services required;
- The ability to perform the Contract or provide the service promptly or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience and efficiency of the Contractor, is to be determined at the sole and absolute discretion of the City;
- The quality of performance on previous City Contracts or services will be considered. Failure on the part of any Contractor to carry out previous contract satisfactorily shall be deemed sufficient cause for disqualification;

- The experience of the Contractor and the availability of tools, equipment, and resources necessary to complete the current project. Sufficient cause for disqualification of the Contractor will exist if, in the City's opinion, the Contractor does not have adequate experience or equipment to properly perform the Work under the Contract;
- The sufficiency of the financial resources and ability of the Contractor to perform the Contract or provide the service;
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required; and
- The ability of the Contractor to provide future maintenance and service for the use of the subject of the contract.

## **8. Miscellaneous**

It is understood that any/all changes or revisions to our published specifications, proposal documents and contracts will be through written addendums. All other conditions not specifically mentioned, which are necessary in order to provide supplies and services, shall be included in the proposal and shall conform in strength, quality of materials and workmanship to what is provided the trade in general.

## **9. Laws Governing Contract**

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the County of Orange, in state of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

## **10. Hours of Work**

All outdoor/indoor checks, troubleshooting, maintenance and repair shall be accomplished between the hours of 8:00am - 5:00pm, Monday-Friday.

## **11. Damage**

The contractor shall be held responsible for any breakage, loss of the City of Laguna Niguel's equipment or supplies through negligence of the contractor or his employee while working on the City of Laguna Niguel's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Laguna Niguel any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

**12. Independent Contractor**

In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Laguna Niguel. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City of Laguna Niguel.

**13. Protection of Public**

Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

**14. Unknown Obstructions**

Should any unknown obstruction be encountered during the course of this contract the Contractor shall immediately bring it to the attention of the City Representative. The Contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

**15. Clean-up**

During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.

**SECTION III. ADMINISTRATIVE INFORMATION**

**A. EXAMINATION OF PROPOSAL DOCUMENTS**

1. By submitting a proposal, Bidders represent that they have thoroughly examined and become familiar with the items required under this Proposal and that they are capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future Proposals, for an undetermined period of time, the name of any Bidder for failure to accept a contract, failure to respond to two (2) consecutive Proposals and/or unsatisfactory performance. Please note that a "No Proposal" is considered a response.

**B. ADDENDA**

Substantive City changes to the requirements contained herein will be made by written addendum to this Proposal. Any written addenda issued pertaining to this Proposal shall be incorporated into the terms and conditions of any resulting Purchase Order and/or Contract. The City shall not be bound to any modifications to or deviations from the requirements set forth in this Proposal as the result of oral instruction or communication.

**C. INFORMED BIDDERS**

Before submitting proposals, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

**SECTION IV. PROPOSALS**

**A. SUBMISSION OF PROPOSAL**

Following are the response requirements for this Proposal. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

**Address**

Proposals shall be addressed as follows:

City of Laguna Niguel  
Attn: Rob Zampino  
Public Works Department  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677

Proposals may be delivered in person or by other delivery methods. It is the sole responsibility of Bidders to ensure that their proposals are received at the **time and place** indicated in the Proposal. **Late or misdirected proposals shall be rejected and returned unopened without exception. Postmarks are not accepted.**

Bidder shall submit a sealed package consisting of:

- a) **A signed original Proposal, identified as "Original"**
- b) Three (3) copies of Proposal

To facilitate the evaluations, bidders shall submit and organize all responses in the same order as listed in SECTION V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means.

Late proposals will not be accepted. It is the responsibility of the bidder to ensure that the proposal is received as mentioned in Section V, A-2, on or before the proposal due date and time.

The outside of the package will include the following information:

- Company Name
- RFP Title
- Due date and time
- City Representatives Name

**3. Acceptance of Proposal**

- a. The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The City reserves the right to withdraw this Proposal at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this Proposaal.
- c. The City reserves the right to postpone proposal opening for its own convenience.

**B. PROPOSAL WITHDRAWAL**

Bidders' authorized representatives may withdraw proposals that have been submitted only by written request. Such request must be received by Rob Zampino, Public Works Department before the Proposal Submission Date & Time. After that time, Bidders may not withdraw their proposals for a period of ninety- (90) days from the Proposal Submittal Deadline. At no time may the successful Bidder(s) withdraw their proposal(s).

**C. PRE-CONTRACTUAL EXPENSES**

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. Preparing its response to this Proposal;
2. Submitting that proposal to City;
3. Negotiating with City any matter related to this proposal; or
4. Any other expenses incurred by the Bidder prior to date of award, if any.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its proposal. Bidder shall not include any such expenses as part of its proposal.

**D. AWARD**

Issuance of this Proposal and receipt of proposals does not commit the City to award a Purchase Order or contract. The City reserves the right to award a contract or Purchase Order to other than the selected Bidder(s) regardless of whether a bid was submitted or scope of work.

**E. ACCEPTANCE OF ORDER**

The successful bidder(s) will be required to execute a written Agreement (Form of Agreement-Attachment H) in accordance with and including as a part thereof this Proposal, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written Agreement.

Bidders shall state in their proposal any exceptions to or deviations from the requirements of this Proposal and the terms and conditions of the Form of Agreement. Where bidder wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. The Contractor shall be bound to accept all Proposal requirements and terms and conditions of the Form of Agreement not excepted in their proposal. City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. City reserves the right to reject excepted or conditional proposals at its sole discretion.

**F. INSURANCE**

**Time for Compliance.** Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

**Minimum Requirements.** Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers'

Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$2,000,000 per accident for bodily injury or disease.

### **Insurance Endorsements**

The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers,

employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

**Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

**Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current *A.M. Best's rating no less than A:VIII*, licensed to do business in California, and satisfactory to the City.

**Verification of Coverage.** Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Reporting of Claims.** Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

**Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

## **SECTION V. LABOR**

### **A. LABOR CODE**

#### **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** 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 <http://www.dir.ca.gov/dlsr>. 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.

**1.2** 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, 30111 Crown Valley Parkway, 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.

- 1.3 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.

- 1.4 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.

- 1.5 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.

- 1.6 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.

**1.7 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.

## **SECTION VI. RESPONSE FORMAT**

### **A. COVER LETTER.**

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

### **B. USE OF SUBCONTRACTORS/PARTNERS.**

There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list subcontractors/partners on the "Subcontractors List" form included in the proposal. (Attachment D)

### **C. MINIMUM QUALIFICATIONS REQUIREMENTS.**

Include an itemized description of how your company meets each of the minimum qualifications outlines in Section II, C. Failure to meet or exceed these requirements will disqualify your response.

### **D. 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 "B" General Contracting services.
3. Describe any pending plans to sell or merge your company.
4. Provide a comprehensive listing of all the services you provide.

### **E. EVALUATION CRITERION #1- VALUE/COST EFFORTS**

Provide a cost for the services and products as broken down on ATTACHMENT A, the Proposal Pricing Submittal. Show a breakdown of all reimbursable expenses required to complete the work. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the contract.

### **F. EVALUATION CRITERION #2- COMPANY AND PERSONNEL 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 number for key personnel that will be performing the proposed services.
6. Is your company bondable for \$1,000,000.00?
7. Tell us why/how your company has the ability, capacity and skill to perform the Contract or provide the services required.
8. Have you worked for the City previously? If so, list the year, project manager and type of work completed.
9. Define your business and overtime hours
10. Provide a list of all the tools, equipment, and machinery owned by your company that will assist you in executing this contract.
11. Describe your philosophy on ratio apprentice, journeyman and master electricians in your workforce assigned to any given project.

#### **G. PROPOSAL ACKNOWLEDGEMENT**

Include this form as provided in Attachment C

### **SECTION VII. EVALUATION AND AWARD**

#### **A. PROPOSAL EVALUATION**

All proposals submitted in response to this Proposal will be evaluated in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the bidder whose proposal is 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 vendor whose overall offer is 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 bidder for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance:

1. Value/Cost of Efforts
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.



4. The labor to operate the specialized equipment will complete the given project (no additional labor expected): YES NO
5. If you will need to charge for other equipment (i.e. forklift, scaffolding, drills), list them and the rates here. Prices shall include the item and the labor.

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### **III ADDITIONAL ITEMS**

1. What are the normal business hours and working days for your company?
2. Will mileage be charged to the City? If so, from where? At what rate?
3. Are there any surcharges such as fuel, disposables, etc.? Please list a description of the surcharge with the appropriate pricing.
4. The City prefers one (1) man/one (1) hour as a minimum callout charge. What is your minimum callout time that you bill?
5. What is your response time for an emergency call?

### **IV. PERCENTAGE MARK-UP/VENDORS**

1. What is the percentage mark-up from your wholesale cost?
2. List all wholesale vendors, addresses, telephone number, e-mail address, names of contacts and time percent discount you are given.

**ATTACHMENT B  
BIDDERS 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 Bidder: \_\_\_\_\_
2. Main office address: \_\_\_\_\_  
\_\_\_\_\_
3. Phone: \_\_\_\_\_ Fax#: \_\_\_\_\_
4. Bidders federal tax identification number: \_\_\_\_\_
5. The Bidder is organized as a \_\_\_\_\_
6. The date the Bidder 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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17. Bonding Limit: \$ \_\_\_\_\_

18. Bonding Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

**ATTACHMENT C  
PROPOSAL ACKNOWLEDGMENT**

The Bidder hereby acknowledges receipt of addenda number \_\_\_\_ through \_\_\_\_.

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

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

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

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

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

If a corporation, the state where it is incorporated:

## ATTACHMENT D SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the (Name of Agency). Additional numbered pages outlining this portion of the bid may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location, and item of work must be stated at the time of the bid.**

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

<b>SUBCONTRACTORS LIST, Page 1</b> <i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
<b>LICENSE NO.</b>	<b>EXPIRATION DATE:</b>	PHONE:
<b>CLASS:</b>	/ /	( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
<b>LICENSE NO.</b>	<b>EXPIRATION DATE:</b>	PHONE:
<b>CLASS:</b>	/ /	( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
<b>LICENSE NO.</b>	<b>EXPIRATION DATE:</b>	PHONE:
<b>CLASS:</b>	/ /	( )
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
<b>LICENSE NO.</b>	<b>EXPIRATION DATE:</b>	PHONE:
<b>CLASS:</b>	/ /	( )

**ATTACHMENT E  
CITY OF LAGUNA NIGUEL  
PROPOSAL AFFIDAVIT  
PLUMBING SERVICES CONTRACT**

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**

Signed \_\_\_\_\_

Date \_\_\_\_\_

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

Address \_\_\_\_\_

\_\_\_\_\_

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

Seal

BIDDERS NAME \_\_\_\_\_

**ATTACHMENT F  
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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL PAPER MAY BE USED TO COMPLETE IF NECESSARY

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

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

## ATTACHMENT G

### PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then 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. See <http://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 work.

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: \_\_\_\_\_

**ATTACHMENT H**  
**AGREEMENT FOR MAINTENANCE SERVICES**  
**PLUMBING SERVICES CONTRACT**

THIS AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 Municipal Maintenance Services for facilities located throughout the City.
2. City prepared and distributed the "City of Laguna Niguel Plumbing Services Request for Proposal", which is Exhibit "A" to this Agreement.
3. Contractor has proposed to render General Contract services, which is Exhibit "B" to this Agreement.
4. Contractor has the proper "B" GENERAL CONTRACTOR license, many years of experience and other qualifications to render the required services.
5. City desires to enter into an agreement with Contractor for Municipal Maintenance 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 general maintenance 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 "Plumbing Services" and the Contractor's Proposal "Proposal for Painting and Graffiti Services" 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."

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 \_\_\_\_\_, and this Agreement shall continue in full force and effect until \_\_\_\_\_, subject to termination as provided in paragraph \_\_\_\_\_. The City will have the option of extending the contract for two additional one-year extensions.

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 \_\_\_\_\_, 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 Liability Insurance, vehicular and nonvehicular, 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 \$2 million per occurrence and in the aggregate and \$4 million in the aggregate.
- (2) Certificates of Insurance shall be provided by Contractor as evidence of the above-indicated policies.
- (3) 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.
- (4) 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 adhere to 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 Sections 1770, 1773, and 1773.2 of the California Labor Code. 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) Contractor's attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Contractor shall comply with the provisions of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced.

(c) 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.

(d) 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.

(e) Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810, and Contractor shall comply with the requirements concerning working hours set forth in Labor Code Section 1810 et seq.

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. Arbitration. Any disputes between City and Contractor under this Agreement shall be resolved by binding arbitration. City and the Contractor shall mutually agree as to the selection of an arbitrator and the procedures for the conduct of the arbitration. The decision of the arbitrator shall be final and binding upon the parties. The assignment for payment of the costs of arbitration shall be part of the arbitrator's decision, that the prevailing party will be awarded its reasonable attorney's fees.

17. 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.

18. Termination. City [or 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 [or some other appropriate period of

time] 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.

19. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. 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 "\_\_\_" 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 [all] parties to this Agreement.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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: \_\_\_\_\_  
Rod Foster

Title: City Manager

ATTEST:

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

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

\_\_\_\_\_  
Terry E. Dixon, Esq.  
City Attorney

"CONTRACTOR"

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

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

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

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

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

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

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