

CITY OF SANTEE
REQUEST FOR BIDS



CONTRACT DOCUMENTS

FOR

GENERATOR MAINTENANCE & REPAIR

Informal Request for Bids #24/25-20080
Issued | July 3, 2024

BID DUE | Monday, July 29, 2024

Time | 9:30 AM

Public Bid Opening | No

DOCUMENTS AVAILABLE AT

<https://www.cityofsanteeca.gov/government/finance/purchasing/requests-for-proposals>

FOR ADDITIONAL INFORMATION REGARDING THIS PROJECT

Call 619-258-4100 ext. 127

City of Santee
10601 Magnolia Avenue • Santee, CA 92071
(619) 258-4100
www.CityofSanteeCA.gov





CITY OF SANTEE

**GENERATOR MAINTENANCE & REPAIRS
INFORMAL RFB #24/25-20080**

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NOTICE INVITING INFORMAL BIDS for CONTRACTOR

**GENERATOR MAINTENANCE & REPAIRS
INFORMAL RFB #24/25-20080**

Informal Bids will be due received by the City Clerk, or his or her designee, of the City of Santee, until July 29, 2024, at 9:30 AM (“Bid Due Date”) for **GENERATOR MAINTENANCE & REPAIRS, INFORMAL RFB #24/25-20080**. Bids shall be sealed, addressed, noted, and submitted as follows:

**City Clerk
City of Santee
10601 Magnolia Avenue
Santee, CA 92071**

**BID FOR
GENERATOR MAINTENANCE & REPAIRS
INFORMAL RFB #24/25-20080
BID DATE: JULY 29, 2024**

Following the closure of the informal bid submittal period, bids will be reviewed for performing work as follows:

Furnishing all labor, materials, equipment, and performing all work necessary and incidental to **GENERATOR MAINTENANCE & REPAIRS, INFORMAL RFB #24/25-20080**, in accordance with these contract documents (“Contract Documents”) and to the satisfaction of the City of Santee. The work (“Work”) is for contractor to furnish all labor, materials, machinery, equipment, tools, supplies and mobility necessary to perform routine maintenance and as-needed repairs on various stationary generators located at multiple City office locations and is more particularly described in Exhibit ‘A’ of the Sample Agreement, attached hereto and incorporated herein by reference.

Copies of the Contract Documents are now on file and available for public inspection at the Community Services Department at 10601 Magnolia Avenue, Building 6, Santee, CA 92071.

Contract Documents may be requested via email from Heather Heckman, Senior Management Analyst at hheckman@cityofsanteeca.gov, and is available online <https://www.cityofsanteeca.gov/government/finance/purchasing/requests-for-proposals>. In the event this Informal RFB is obtained through any means other than via email from the City’s representative, City website, or from the City’s physical offices, the City will not be responsible for the completeness, accuracy or timeliness of the bid documents. It is the bidding organization’s (“Bidder”) responsibility to ensure that the most complete and current version of the bid documents has been downloaded or otherwise obtained, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. It is your responsibility to keep the City informed of any contact information updates for your company.

Pursuant to Section 1770 et seq. of the California Labor Code, the successful bidder (“Contractor”) and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

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. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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.

Any Addenda issued before the time in which to submit Bids expires shall form a part of the Contract Documents and shall be included in the Bid. Bidders shall acknowledge and confirm receipt of any and all Addenda in their Bid proposal.

Each bidder must submit with its bid security in one of the following forms: cash, cashier's check payable to the City, a certified check payable to the City, or a bid bond, in the form included with the bid documents, executed by an admitted surety insurer, made payable to the City. The guaranty shall be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fail to furnish in a timely manner the bonds and/or proof of insurance required under the Contract Documents.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City of Santee to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

The California Air Resources Board ("CARB") implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations ("Regulation") which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder's and all listed subcontractors' most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

Bidders must possess the following licenses, permits and/or certifications:

- ✓ State of California Contractor's License Classification C-10 (at time of bid)
- ✓ City of Santee Business License (at time of award)

The successful bidder will be required to obtain a City of Santee Business License upon award of Bid and shall pay all costs necessary to obtain this license and maintain it in full force and effect during the term of this Contract. All subcontractors shall have and maintain, during the term of the contract, the same valid license if applicable to the Work provided.

Failure to possess the above specified licenses and permits at the time of bid opening shall render the bid as non-responsive and shall act as a bar to award the contract to any bidder not possessing said licenses and permits as required. All subcontractors shall have and maintain, during the term of the contract, the same valid licenses and permits if applicable to the Work provided.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City and waive any informalities or irregularities in the bids. The contract will be awarded, if at all, to the responsible bidder that submits the lowest responsive base bid. Alternates will not be considered in determining the low bid unless otherwise expressly stated. The City reserves the right to award to more than one contractor if the awarded contractor is unable to fulfill the complete terms of the award.



The successful bidder shall not discriminate against employees and applicants for employment on the basis of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any person, and shall comply with the Americans with Disabilities Act.

There will be NO Pre-Bid Meeting.

Bid Administration: All questions or requests for interpretation relative to this bid must be submitted electronically and received by 5:00 PM on Monday, July 22, 2024, at the email address below:

City of Santee
Attn: Heather Heckman
Senior Management Analyst
10601 Magnolia Avenue
Santee, CA 92071

Voice: (619) 258-4100, ext. 127
Fax: (619) 258-4189
hheckman@cityofsanteeca.gov

Questions and requests received after that date and time will be reviewed at City's discretion and may not be considered. Bidders are responsible for confirming that questions are received by City.

No bidder may withdraw his or her bid for a period sixty (60) calendar days after the date set for the opening of bids.

The City of Santee complies with the Americans with Disabilities Act. If you require reasonable accommodations for the pre-bid conference or bid opening, please contact the Office of the City Clerk, (619) 258-4100, at least 48 hours prior to the meeting.

Date: July 3, 2024

By: Heather Heckman

Heather Heckman
Senior Management Analyst
City of Santee, California

END OF NOTICE INVITING BIDS



INFORMATION FOR BIDDERS

GENERATOR MAINTENANCE & REPAIRS INFORMAL RFB #24/25-20080

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bid and Contract Documents may be obtained electronically at: <https://www.cityofsanteeca.gov/government/finance/purchasing/requests-for-proposals>. In the event this Informal RFB is obtained through any means other than the City website, or from the City's physical offices, the City will not be responsible for the completeness, accuracy or timeliness of the bid documents. Bidder's responsibility to ensure that the most complete and current version of the bid documents has been downloaded or otherwise obtained, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. It is your responsibility to keep the City informed of any contact information updates for your company.

2. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Bid and Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to investigate and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Bid or Contract Documents or questions as to their meaning shall be immediately brought to the attention of City by submission of an electronic request for an interpretation or correction to City. Such submission, if any, must be sent to the City not later than five business days before the bid due date.

Any interpretation of the Bid or Contract Documents will be made only by written and electronically transmitted addenda duly issued and emailed to each person or firm who has submitted a prior written request to the City's bid administrator requesting to be notified. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Bid or Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

4. INSPECTION OF SITE

The Project Site is defined and described in the Scope of Work located at Exhibit 'A' of the Sample Agreement, attached hereto and incorporated herein by reference. Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site, as well as those relating to the completion of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. By submitting a Bid, each bidder acknowledges that it has visited the Project Site, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

5. ADDENDA

City reserves the right to revise the Bid and Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by City shall be included in the bid and made part of the Bid and Contract Documents. Pursuant to Public Contract Code Section 4104.5, if City issues an Addendum which makes material changes to the Project less than 72 hours prior to the deadline for submission of bids, City will extend the deadline for submission of bids. City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. **Please Note:** Bidders are responsible for ensuring that they have received any, and all Addenda.

6. ALTERNATE BID ITEMS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid alone unless otherwise provided in the Notice Inviting Bids.

City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project Scope of Work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall be prepared using copies of the Bid Forms which are included in the Bid Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the bid form may result in the bid being deemed non-responsive. All documents and pages contained in the Bid Documents must be completed or else a bid may be deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Bid and Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered.

9. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

10. BID GUARANTEE

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to City; (c) a cashier's check made payable to City; or (d) a notarized bid bond payable to City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the bid amount. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. Personal sureties and unregistered surety companies are unacceptable. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, and shall provide any required payment and performance bonds and insurance certificates and endorsements within ten (10) calendar days after notification of the award of the contract. Failure to provide the required documents may result in forfeiture of the bidder's bid security to City and City may award the contract to the next lowest responsible bidder, or may call for new bids.

11. SUBMISSION OF BIDS

Bid documents shall be submitted in a sealed envelope bearing on the outside the name of bidder, bidder's address, the bid number, bid due date, and bid title. If submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Santee, 10601 Magnolia Avenue, Santee, CA 92071. Postmark date will not constitute timely delivery.

Bids received after the Bid Due Date will not be considered.

12. DELIVERY AND OPENING OF BIDS

Bids must be received by City at the address or email shown in the Notice Inviting Bids up to the date and time shown therein. City will not accept any Bid received after the specified date and time, and the Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified.

Bids will be reviewed at the date and time stated in the Notice Inviting Bids, or such other time as City may designate, and the amount of each Bid will be recorded. City may in its sole discretion, elect to postpone the review of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

13. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative and emailed to hheckman@cityofsanteeca.gov.

14. BASIS OF AWARD; BALANCED BIDS

The quantities given in the bid and contract forms are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable by the Director of Community Services.

City shall award the contract to the lowest responsible Bidder submitting a responsive Bid. City may reject any Bid that in its opinion when compared to other bids received or to City's internal estimates, does not accurately reflect the cost to perform the Work. City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit, to one or more particular bid items.

15. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit, or be interested in more than one bid. However, a person, firm, corporation, or other entity that has submitted a subbid to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subbid or quoting prices to other bidders submitting a bid to City.

16. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

17. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the Department Director and/or City Manager may award the Contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

18. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

19. PREVAILING WAGES

Pursuant to Labor Code Section 1773, the City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employers payments for health and welfare, pension, vacation, and similar purposes are on file and available at the City of Santee Community Services Department, 10601 Magnolia Avenue, Building 6, Santee, CA 92071, or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted at the job site(s).

20. CONTRACTOR AND SUBCONTRACTOR REGISTRATION

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 Proposed Subcontractors form.

21. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

22. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to City four identical counterparts of the Performance Bond and Payment Bond in the form supplied by City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to City. The Performance Bond and the Payment Bond shall each be for one hundred percent (100%) of the Contract Price.

23. CARB COMPLIANCE

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bid, a valid Certificate of Reported Compliance ("CRC") for the Bidder's and its listed subcontractors' fleet (including any applicable leased equipment or vehicles). Bidders must complete and submit the Fleet Compliance Certification, included in this Informal Request for Bids and submit it with their bid. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

24. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under the contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

25. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the contract in the amount determined by the Contract Documents. City may require appropriate evidence that the persons executing the contract are duly empowered to do so.

26. NON-DISCRIMINATION

It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active contractor employee engaged in the Work because of race, color, ancestry, natural origin, religious creed, sex, age, disability, or marital status.

27. DRUG-FREE WORKPLACE

It is the policy of the City of Santee to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances in the workplace are prohibited. Controlled substances are those defined in 21 USC Section 812 and include, but are not limited to, such substances as marijuana, heroin, cocaine, and amphetamines. The workplace is presumed to include all City of Santee facilities and premises where City of Santee employees may visit in the execution of their job duties such as homes, schools, hospitals, etc. All City of Santee employees are required to comply with this policy as an essential condition of employment. Individuals who are not considered City of Santee employees, but who perform work at City worksites for the City's benefit are required to comply with this policy. Such individuals who unlawfully manufacture, distribute, dispense, possess or use controlled substances in the City workplace may be barred from further work for and in the City's facilities as well as from future consideration.

28. PUBLIC RECORD

All bids submitted in response to the Notice Inviting Bids shall become the property of the City and are public records to the extent permitted by law, and as such, may be subject to public review.

29. BID PROTESTS

Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing to the City Manager, City of Santee, 10601 Magnolia Avenue, Santee, CA 92071, at least five (5) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid or Contract Documents not previously stated in writing.

Any bid protest relating to a bid received by the City or any City procedure or action related to the bid opening or proposed contract award must be submitted in writing to the City Manager before 3:30 p.m. on the third (3rd) working day following Bid opening.

All protests must meet the following requirements:

- A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
- B. The party filing the protest must have actually submitted a Bid for the Work. A subcontractor of a party submitting a Bid for the Work may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder but must timely pursue its own protest.
- C. The protest must refer to the specific portion of the Bid Document which forms the basis for the protest.
- D. The protest must include the name, address and telephone number of the person representing the protesting party.
- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- F. The City will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the City.

- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

- H. If the City determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible, and that Bidder may be determined to be ineligible for future contract awards.

END OF INFORMATION FOR BIDDERS

ATTENTION BIDDERS

Please remove and submit with your bid
ONLY the following sheets
Marked BID FORM (pages 11-25)

MUST ACKNOWLEDGE RECEIPT OF ADDENDUM(S) (initial) ____ #1, ____ #2, or ____ NONE



**CONTRACT PROPOSAL
TO
CITY OF SANTEE**

FOR

**GENERATOR MAINTENANCE & REPAIRS
INFORMAL RFB #24/25-20080**

Name of Bidder: _____

Contact Person: _____

Business Mailing Address: _____

Business Street Address: _____

Telephone: (____)_____ Fax: (____)_____

TO THE CITY COUNCIL OF THE CITY OF SANTEE:

Pursuant to and in compliance with your Notice Inviting Informal Bids for **GENERATOR MAINTENANCE & REPAIRS, INFORMAL RFB #24/25-20080**, and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the City of Santee all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. ____, ____, and ____ on file in City Hall, for the total price of _____ dollars (\$_____), which is in agreement with the unit prices in the Bid Schedule, hereinafter set forth.

Bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the City, in strict conformity to the Contract Documents, in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

MUST BE SUBMITTED WITH BID



BID SCHEDULE

**GENERATOR MAINTENANCE & REPAIRS
INFORMAL RFB #24/25-20080**

In accordance with the City's Notice Inviting Informal Bids, the undersigned hereby purposes and agrees that on award by the City of Santee in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds when required, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for **GENERATOR MAINTENANCE & REPAIRS, INFORMAL RFB #24/25-20080**, in accordance with the Contract Documents therefore adopted and on file with the City of Santee, within the time hereinafter set forth and at the price or prices set forth in this Bid as follows:

MAINTENANCE – Quarterly Service				
Site #	Location	Unit Price	Annual Qty	Extended Amount (Unit Price x Annual Qty)
1	City Hall – Bldg. 5	\$	4	\$
2	City Hall – Bldg. 6	\$	4	\$
3	Fire Station #4	\$	4	\$
4	Fire Station #5	\$	4	\$
TOTAL AMOUNT for <u>QUARTERLY</u> MAINTENANCE SERVICE				\$

MAINTENANCE – Annual Service					
Site #	Location	UNIT PRICE			Extended Amount (Add All Unit Prices)
		Oil and Filter	Air Filter	Fuel Filter	
1	City Hall – Bldg. 5	\$	\$	\$	\$
2	City Hall – Bldg. 6	\$	\$	\$	\$
3	Fire Station #4	\$	\$	\$	\$
4	Fire Station #5	\$	\$	\$	\$
TOTAL AMOUNT for <u>ANNUAL</u> MAINTENANCE SERVICE					\$

ANNUAL TESTING							
		UNIT PRICE					
Site #	Location	Resistive Load Bank	Automatic Transfer Switch (ATS)	Lab Test Coolant and Motor Oil	Fuel Polishing	Lab Test Stored Fuel	Extended Amount (Add All Unit Prices)
1	City Hall – Bldg. 5	\$	\$	\$	\$	\$	\$
2	City Hall – Bldg. 6	\$	\$	\$	\$	\$	\$
3	Fire Station #4	\$	\$	\$	\$	\$	\$
4	Fire Station #5	\$	\$	\$	\$	\$	\$
TOTAL AMOUNT for TESTING					\$		
AS-NEEDED REPAIRS							
DESCRIPTION				Unit Price	Est. Annual Qty	Extended Amount (Unit Price x Est. Annual Qty)	
Normal Response – Contractor shall be on site within forty-eight (48) hours after the request is made by City. Minimum charge allowed for billing: One (1) Hour per Call				\$ per Hour	26 hours	\$	
Emergency Response – Contractor’s crew shall be on site within one (1) hour after request is made by City. Minimum charge allowed for billing: Two (2) Hours per Call				\$ per Hour	16 hours	\$	
1-Year All Parts Warranty – Extension of standard manufacturer’s warranty should standard manufacturer’s warranty be less than one year.				\$ per Year	1 year	\$	
Battery Replacement – Estimated only one (1) battery replacement per year total, not per unit. Last battery replacement: City Hall – Bldg. 5 – 01/2024 City Hall – Bldg. 6 – 12/2023 Fire Station #4 – 05/2023 Fire Station #5 – 07/2021				\$ per Year	1 year	\$	
Materials - Based on work history, the City anticipates that no more than this amount will be spent on materials.						\$5,000.00	
TOTAL AMOUNT for AS-NEEDED REPAIRS					\$		



BID FORM Cont.

AS-NEEDED FUEL				
DESCRIPTION		Unit Price	Est. Annual Deliveries	Extended Amount (Unit Price x Est. Annual Deliveries)
Delivery – Delivery of fuel shall include all labor, materials, equipment (i.e. hose), tools, supplies and vehicles necessary to complete the delivery. No minimum amount of gallons is required for delivery.				
1	City Hall – Bldg. 5	\$	1	\$
2	City Hall – Bldg. 6	\$	1	\$
3	Fire Station #4	\$	1	\$
4	Fire Station #5	\$	1	\$
Fuel - Based on fuel use history, the City anticipates that no more than this amount will be spent on fuel per year.				\$500.00
TOTAL AMOUNT for AS-NEEDED FUEL			\$	

BID SUMMARY	
Description	Extended Amount
Total Amount for <u>QUARTERLY</u> MAINTENANCE SERVICE	\$
Total Amount for <u>ANNUAL</u> MAINTENANCE SERVICE	\$
Total Amount for TESTING	\$
Total Amount for AS-NEEDED REPAIRS	\$
Total Amount for AS-NEEDED FUEL	\$
GRAND TOTAL BID AMOUNT (BASE BID)	\$

In case of discrepancy between the unit price and the extended price set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the extended amount column, then the amount set forth in the extended amount column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

BASE BID: \$ _____
(in numbers)

Continued on next page

BID FORM Cont.

BASE BID _____
(in words)

Bid amount of each bid item must be filled in and completed in ink.

In the event of a conflict between the numbers given in figures and in words, the words shall control.

Signature of Bidder: _____

Signer's Name (printed): _____

Company Name (printed): _____

MUST BE SUBMITTED WITH BID



BID FORM

**CONTRACTOR'S EXPERIENCE AND FINANCIAL QUALIFICATIONS
GENERATOR MAINTENANCE & REPAIRS
INFORMAL RFB #24/25-20080**

The following statements as to the experience and financial qualifications of the bidder are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a nature similar to that covered in the Proposal extends over a period of _____ years.

The bidder, as a contractor, has successfully completed at least two (2) projects of like magnitude, comparable difficulty and rates of progress to the work, including: (list two or more projects).

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefore).

The bidder has satisfactorily completed the following contracts in the last three (3) years, for the owner indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each project.)

YEAR	TYPE OF WORK	CONTRACT \$ AMOUNT	CONTACT

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

Bidder/Contractor Name: _____

State of California CSLB License No.: _____ Classification(s): _____ Expiration Date: _____

MUST BE SUBMITTED WITH BID

LIST OF SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act set forth in Labor Code Section 4100 et seq., Bidder shall set forth below: (a) the name and the address of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work, or labor, or render service in an excess of one half (½) of one percent (1%) of the total bid to the bidder on said Contract.

PORTION OF WORK	SUBCONTRACTOR NAME	LOCATION OF BUSINESS	CSLB LICENSE NUMBER & CLASSIFICATIONS	DIR REGISTRATION NUMBER

(Additional page(s) attached if needed.)

OR

Performance of work by Subcontractor(s) for this Contract will not exceed one half (½) of one percent (1%) of the total bid.

_____ Initials

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

MUST BE SUBMITTED WITH BID



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. 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.¹

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

- Bidder shall maintain a current DIR registration for the duration of the project.
- 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.
- 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 and Title _____

Dated _____

MUST BE SUBMITTED WITH BID

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS COMPENSATION**

PROJECT NAME:

Labor Code Section 3700 states:

"Every employer, except the State, and all political subdivisions or institutions thereof, will secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

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

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by Contractor, with City prior to performing any work under this contract.)

MUST BE SUBMITTED WITH BID

Bid Bond

[Note: Not required when other form of Bidder’s Security, e.g. cash, certified check or cashier’s check, accompanies bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Santee, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2024, for GENERATOR MAINTENANCE AND REPAIR.

If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2024, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____



Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.



Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s)
 - Limited
 - General

_____ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

_____ Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

BID FORM

COST PROPOSAL AND FORMS Cont. GENERATOR MAINTENANCE & REPAIR



NON-COLLUSION DECLARATION

[Note: To be executed by Proposer and Submitted with Proposal]

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by contract, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],

at _____ [city], _____ [state].

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

MUST BE SUBMITTED WITH BID



CARB FLEET COMPLIANCE CERTIFICATION

Contractor hereby acknowledges that they have reviewed the California Air Resources Board’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Contractor hereby certifies, subject to penalty for perjury, that the option checked below relating to the Contractor’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Contractor and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Contractor shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Contractor shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto

Name of Contractor: _____

Signature: _____

Name: _____

Title: _____

Date: _____

MUST BE SUBMITTED WITH BID

MAINTENANCE SERVICES AGREEMENT

GENERATOR MAINTENANCE & REPAIRS INFORMAL RFB #24/25-20080

1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the City of Santee, a municipal corporation organized under the laws of the State of California with its principal place of business at INSERT (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain generator maintenance and repair services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing generator maintenance and repair services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the GENERATOR MAINTENANCE & REPAIRS project (“Project”) as set forth in this Agreement. All bid documents and/or contract documents for Generator Maintenance & Repairs, Informal RFB #24/25-20080, issued by City on July 3, 2024, (“Contract Documents”) are hereby incorporated into this Agreement by reference.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the generator maintenance and repair services necessary for the Project (“Work” or “Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State and Federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [***INSERT START DATE***] to June 30, 2025, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Options to Extend Agreement. The City reserves the following rights to extend the term of this Agreement.

- a) The City may, at its sole discretion, extend this Agreement on a 12-month basis not to exceed three (3) additional twelve (12) month renewal terms by giving written notice thereof to the Contractor not less than thirty (30) calendar days before the end of the Agreement term.
- b) In addition to item 3.1.3(a) above, the City has a one-time option to extend the Agreement for a period of up to ninety (90) days by giving written notice thereof to the Contractor not less than five (5) calendar days before the expiration date of any Agreement year.
- c) **Agreement Prices.** Unit prices quoted shall remain firm for the initial Agreement term. One (1) price increase may be allowed at City's sole discretion for each option period as the result of:
 - 1) Manufacturer or supplier price increases in the product(s) offered
 - 2) Governmental or regulatory agency increases to the trade
 - 3) Regional Consumer Price Index (CPI) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. The City will be the sole judge of acceptable option year price increases, should it decide to exercise its option to extend under this Agreement.

****APPROPRIATION/CONTINGENCY OF FUNDS:** This Agreement is subject to and contingent upon budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will immediately terminate without penalty to the City.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to; social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Director of Community Services, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Intentionally omitted.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Services while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, State and Federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of State and Federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-

subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees, and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence performance of any Services 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.

3.2.11.2 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. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(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:* \$1,000,000 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 \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Santee, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

(E) Primary Coverage. For any claims related to this Agreement, the Contractors insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects The City of Santee, its officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by The City of Santee, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella Liability policies that City may allow.

(F) Umbrella or Excess Policy. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies

maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

3.2.11.3 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) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Santee, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its 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 excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its 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. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its 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 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 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. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its 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 (10 days for nonpayment of premium) 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 officials, officers, employees, agents, and volunteers. 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 officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. 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 officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 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 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.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 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.

3.2.11.8 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.

3.2.11.9 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.

3.2.12 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 life saving 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.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit 'D' attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "E" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time,

terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit 'C' attached hereto and incorporated herein by reference. The total compensation shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without written approval of City's Director of Community Services, or his or her designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Certification of License

3.5.1.1 Contractor certifies that as of the date of execution of this Agreement, Contractor has a current contractors' license of the following classification(s):

- ✓ State of California Contractor's License Classification C-10 (at time of bid)
- ✓ City of Santee Business License (at time of award)

3.5.1.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors is a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor, or any alleged violation may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

City of Santee, Community Services Department
10601 Magnolia Avenue
Santee, CA 92071
Attn: Nicolas Chavez, Community Services Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Indemnification.

3.5.3.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.3.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers, and agents as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents, or volunteers as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorneys' fees

and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.4 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.5 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.6 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.8 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.12 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction; the remaining provisions shall continue in full force and effect.

3.5.14 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under

state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.15 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.19 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing, signed by both parties.

4. ASSIGNMENT OF ANTI-TRUST CLAIMS

Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. Such assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties. If after the foregoing procedures are completed and a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

5. THIRD-PARTY CLAIMS

Pursuant to Section 9201 of the Public Contract Code, the City shall provide the Contractor with timely notification of the receipt of any third-party claims, relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing such notification.

6. CONFIDENTIALITY

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed, or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

7. UNFORESEEN DIFFICULTIES

All loss or damage arising out of the nature of the Work to be done under the Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the Contractor, except as may be otherwise specifically provided by the Contract Documents.

8. LABOR CODE REQUIREMENTS

Contractor is aware of the requirements of the California Labor Code requiring the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor and all subcontractors shall comply with all applicable provisions of the Labor Code of the State of California relative to contracts for public works, including related Title 8 of the California Code of Regulations. City has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract on file at the principal office of the City at 10601 Magnolia Avenue and which shall be posted at each job site. Contractor shall fully comply with applicable Labor Code provisions and associated regulations and shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with such laws.

Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25 for each calendar day during which such worker is required or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.

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. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep, or require its subcontractors to keep, accurate payroll records which are on forms provided by the Division of Labor Standards Enforcement or forms which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor. Contractor shall make all such records available for inspection at all reasonable hours.

In accordance with Labor Code Section 1771.4, Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from payment then due. The responsibility for compliance with this section is on the Contractor. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.

A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.

Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to his or her employees in accordance with the provisions of Section 3700 of the Labor Code and shall execute and file with the City the certification form required under Labor Code Section 1861 to this effect.

9. CARB COMPLIANCE

Contractor, shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9, and all pending amendments ("Regulation"). Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation. Contractor shall make available for inspection and copying such documents upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation. Contractor's CARB Compliance Certification is attached hereto and incorporated herein as Exhibit F.

SIGNATURES ON FOLLOWING PAGE



SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT

**GENERATOR MAINTENANCE & REPAIRS
INFORMAL RFB #24/25-20080**

**BETWEEN THE CITY OF SANTEE
AND [***INSERT CONTRACTOR NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the dates below:

CITY OF SANTEE

[INSERT CONTRACTOR NAME]

[INSERT NAME]
[INSERT TITLE]

Signature

Date

Name

Title

Date

**APPROVED AS TO FORM:
BEST, BEST & KRIEGER LLP**

By: _____

Date: _____

By signing above, I attest that I am an authorized representative/agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Agreement and related Documents.

ATTACHMENTS:

- Exhibit 'A' SCOPE OF SERVICES
- Exhibit 'B' SCHEDULE OF SERVICES
- Exhibit 'C' SCHEDULE OF CHARGES
- Exhibit 'D' FAITHFUL PERFORMANCE BOND
- Exhibit 'E' PAYMENT FOR LABOR & MATERIALS BOND
- Exhibit 'F' LOCATION MAP

EXHIBIT 'A'
SCOPE OF SERVICES

INTENT

To the fullest extent reasonably possible, all provisions of the Contract Documents shall apply to performance of the Work hereunder; provided however, that in resolving conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. a) Permits: Other agency permits as may be required by law.
- b) Change Orders, Addenda, Supplemental Agreements and approved revisions to the plans and specifications.
- c) Agreement
 - 1) Agreement body
 - 2) Scope of Work – Exhibit A
 - 3) Schedule of Services – Exhibit B
 - 4) Schedule of Charges – Exhibit C
 - 5) Other Agreement exhibits
 - 6) Bid Proposal
 - 7) Information for Bidders
 - 8) Notice Inviting Bids

2. TERMS AND DEFINITIONS

Whenever in the General Provisions or Technical Provisions the following terms are used, they shall be understood to mean and refer to the following:

- a) CITY. CITY OF SANTEE, acting through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- b) CITY COUNCIL. CITY COUNCIL of the City of Santee.
- c) DIRECTOR. DIRECTOR OF COMMUNITY SERVICES, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- d) CONTRACTOR. CONTRACTOR and/or any person or subcontractor employed by the Contractor and working under this contract and agreement.
- e) JOURNEYMAN. Person employed by Contractor who has completed an apprenticeship program or is an experienced worker, not a trainee, and is fully qualified and able to perform the trade without supervision.
- f) PUBLIC SERVICES MANAGER. City of Santee Community Services Department PUBLIC SERVICES MANAGER
- g) APPRENTICE. Person employed by Contractor who, under direct supervision, is learning the trade.
- h) AS-NEEDED. Occasional services performed by Contractor beyond scheduled frequencies.

Other terms appearing in the *Agreement* shall have the intent and meaning specified therein.

LOCATIONS OF WORK

The Work shall be performed at various City locations including but not limited to the following (altogether, the "Project Site"):

3. **Site #1:** SANTEE CITY HALL – 10601 Magnolia Avenue, Building (Bldg.) 5
- Site #2:** SANTEE CITY HALL – 10601 Magnolia Avenue, Building (Bldg.) 6
- Site #3:** FIRE STATION #4 – 8950 Cottonwood Avenue
- Site #4:** SANTEE FIRE STATION #5 – 9130 Carlton Oaks Drive

Contractor's use of premises will be limited to those areas necessary for the Work. All other areas shall remain undisturbed.

Additions and/or deletions of areas to be maintained may be made as the City accepts new areas and/or relinquishes currently maintained areas. Any and all such changes shall only be made in accordance to Section 4.9, Changes in Work, as specified herein.

DESCRIPTION OF WORK

4. 4.1 SCOPE OF WORK

This Agreement establishes the standard for commercial generator maintenance and repairs at various City locations. Contract oversight is by the Director of Community Services, Public Services Manager and/or other designated City representative. As such, the use of the titles, "Director of Community Services," "Director", "Public Services Manager" and/or "designated City representative" shall all refer interchangeably to the City representative authorized to act on behalf of the City to the extent set forth in the Contract Documents.

5. PURPOSE OF WORK

The purpose of this contract is to provide routine maintenance service and as-needed repairs for the following stationary generators:

Site #	Location	Generator	Engine	Approx. Fuel Capacity	Fueling Hose Length
1	City Hall – Bldg. 5 10601 Magnolia Avenue	Make: Kohler Model: 100REOZJF SGM322VX7	Make: John Deere Model: PE4045L216897 6045HF285	449 Gallons Diesel	120 ft.
2	City Hall – Bldg. 6 10601 Magnolia Avenue	Make: 2005 Caterpillar Model: Olympian D25P4 RE51214#U229807M	Make: Perkins Model: 5PKXL04.4RE1	112 Gallons Diesel	100 ft.
3	Fire Station #4 8950 Cottonwood Avenue	Make: 1998 Generac Model: 92460 5 liters	Make: New Holland Model: 98A-03504 S	255 Gallons Diesel	25 ft.
4	Fire Station #5 9130 Carlton Oaks Drive	Make: 2000 Generac Model: 92460 5 liters	Make: New Holland Model: 00A-00102-S	308 Gallons Diesel	25 ft.

SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT PERMIT(S)

6. All applicable requirements of the San Diego County Air Pollution Control District Standards (Ref. www.sdapcd.org) shall apply. Contractor will be required to assist City staff as needed in order for City to obtain San Diego County Air Pollution Control District permit(s). Contractor shall be responsible for reading and understanding San Diego County Air Pollution Control District permits and coordinate the City's maintenance schedule in order to comply with San Diego County Air Pollution Control District permit requirements. Any applicable Air Pollution Control District (APCD) Permits will be obtained by the City at no cost to the Contractor.

7.

MAINTENANCE

Maintenance service tasks shall be performed as specified at different times throughout the year.

7.1 QUARTERLY SERVICE

The following tasks shall be performed on all units EVERY THREE (3) MONTHS, specifically in July, October, January and April. Billing for Quarterly Service shall be one lump sum.

- a) Inspection of engine/generator controller of defects. Clean controller and check connections.
- b) Inspect enclosure for debris and corrosion, clean and spot paint to prevent corrosion.
- c) Check all fluid levels, including fuel, and top off as necessary.
- d) Inspect diesel fuel tank, fuel lines and fittings for defects. Repair if minor.
- e) Check equipment for any fuel, coolant, and or oil leaks. Tighten fittings as necessary.
- f) Inspect all engine drive belts, pulleys and hoses for defects. Adjust belts if necessary.
- g) Inspect the radiator fan, shroud, and radiator core fins for restrictions, cleanliness and or defects.
- h) Inspect block heater for proper operation.

- i) Inspect the exhaust system for any cracked or broken parts. Tighten all mounting as necessary.
- j) Inspect the fuel injection pump, transfer pump and governor system for defects.
- k) Check and clean batteries to include terminals. Check electrolyte and specific gravity levels. Apply terminal preservative. Check battery cables and connections.
- l) Inspect auxiliary battery charger for proper operation. Adjust as necessary.
- m) Check the air cleaner filter for any restrictions or defects. Clean as necessary.
- n) Check the turbo charger for tolerance and freedom of movement.
- o) Inspect the generator main circuit breaker for loose connections and heat marks.
- p) Inspect generator alternator for heat and wear. Blow dust out of stator. Inspect bearings if possible.
- q) Check electrical wiring for signs of abrasion, chaffing, and or corrosion at connectors.
- r) Inspect the transfer switch for any defects. Use an infrared temp gun to check for hot connections. Ensure the exercise clock is operational and is set to the customer specific time for exercise. Lubricate mechanical parts if possible.
- s) Upon completion of the above items start and run the equipment. Record all gauge readings. Test engine safety shut down devices to insure proper safety operation. Check voltage and frequency outputs at the Automatic Transfer Switch (ATS) emergency input terminals. Make adjustments if necessary.
- t) While the unit is operating check for any fuel, oil, or coolant leaks. Repair minor leaks if possible.
- u) Check battery charging alternator for proper DC voltage. Adjust if necessary.
- v) Check fuel and governor system for proper operation. Adjust governor if necessary.
- w) Check equipment for abnormal vibrations and noises. Document any such findings.
- x) Check, clean and spot paint, equipment, if necessary to prevent corrosion and preserve the overall appearance of the piece of equipment.
- y) Provide a written report of the condition of the equipment to the end user responsible for the equipment. Note all discrepancies found. A formal proposal will be submitted to the end user within (3) working days for the cost of repair. If the unit is out of service a proposal will be provided immediately.

7.2 ANNUAL SERVICE

The following tasks shall be performed on all units, in addition to Quarterly Service tasks, starting July 2024, for FY 2024-25. Billing for Annual Service tasks shall be per item.

- a) Oil and Filter: change per manufacturer specifications.
- b) Air Filter: cleaning. Replacements as-needed with prior City approval.
- c) Fuel Filter: change per manufacturer specifications.
- d) Battery: Estimated need of one (1) battery replacement per year, for one (1) generator only per year.

ANNUAL TESTING

The following tests shall be performed annually on all units, in addition to above maintenance tasks, as required by the Air Pollution Control District (APCD) for San Diego County:

8. a) Resistive Load Bank Test: Performance of resistive load bank testing shall be at a full rated load. Testing shall be for a minimum of one (1) hour to ensure the proper operation of the stand-by system. Contractor shall provide all cable, equipment, labor and travel time to perform this test.
- b) Automatic Transfer Switch (ATS) Test: Performance of Automatic Transfer Switch (ATS) testing shall be done in a manner that will simulate a power outage. Scheduling of this test must be done well in advance and pre-approved by the Public Services Manager or his designee.
- c) Laboratory Testing of Coolant and Motor Oil: Performance of laboratory testing of coolant and motor oil shall be to look for abnormal contamination and verify lubricity.
- d) Fuel Polishing and Laboratory Testing of Stored Fuel: Laboratory fuel testing shall be in compliance with American Society for Testing and Materials (ASTM) and performed after each fuel polishing. Should contamination be detected, Contractor must notify the Public Services Manager immediately so that corrective action can be taken. Testing shall include inductively-coupled plasma, flash point, thermal stability, water and sediment, and bacteria, fungi and mold.

All testing shall be in compliance with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including but not limited to American Society for Testing and Materials (ASTM). Contractor to provide detailed written reports for all tests required by this Contract. Billing for Testing shall be per test.

9.

AS-NEEDED REPAIRS AND/OR ADDITIONAL WORK

Repairs will be requested on an as-needed basis. Contractor to furnish all labor, materials, machinery, equipment, tools and supplies necessary to perform repairs on all stationary generators and associated equipment/devices including but not limited to cooling system service/flushing, and replacing block heaters, fuel pumps, hoses, circuit boards, batteries, etc. Payment for as-needed repairs shall be in accordance with provisions for Extra Work.

10. 9.1 1-YEAR ALL PARTS WARRANTY

Should the standard manufacturer's warranty be less than one year, Contractor shall provide a 1-Year All Parts Warranty to extend the manufacturer's warranty at the then-current contract price.

AS-NEEDED FUEL

Contractor will be required to check fuel levels at each quarterly visit and top-off as necessary. When a fuel tank is less than three-quarters ($\frac{3}{4}$ or 75%) full, Contractor shall provide CARB ULS (Ultra-low Sulfur) DIESEL fuel and refill the tank to full capacity. Delivery of fuel shall include all labor, materials, equipment (i.e. hose), tools, supplies and vehicles necessary to complete the delivery. Note: The length of hose needed for transfer will vary at each site as indicated in Section 24 above.

Should refueling be necessary between quarterly visits, Contractor shall provide additional fuel as-needed requested by the City. Payment for fuel shall be in accordance to Exhibit 'C' – Schedule of Charges.

No minimum amount of gallons is required for delivery.

CONTRACTOR'S MACHINERY, EQUIPMENT, TOOLS AND SUPPLIES

Contractor shall be properly equipped with all materials, machinery, equipment, tools and supplies necessary to complete the Work. Equipment shall be mobile and consistent with the current standards in the industry, clean, modern, and maintained in good mechanical, proper working, condition at all times; subject to the approval of the Public Services Manager and/or his designee.

11. Any piece of equipment deemed unsatisfactory by the Public Services Manager and/or his designee shall be repaired or replaced immediately.

Contractor shall, at all times, arrive on the job site fully equipped to perform the Work unless there are extenuating circumstances and there is need for specialized machinery, equipment, tools and/or supplies as determined by the City.

The following is a list of minimum machinery, equipment, tools and supplies required for this Contract:

- ✓ Portable generators capable of providing adequate power at all locations in case of emergency, equal to the City's existing power supply
- ✓ Ladder
- ✓ Test equipment
- ✓ Conduit
- ✓ Wire Nuts
- ✓ Connectors
- ✓ Vise
- ✓ 20-Gallon Air compressor with Pneumatic Tools
- ✓ Mechanics hands tools

Failure to be properly equipped constitutes grounds for terminating the Contract.

11.1 QUALITY OF WORK

All work shall be performed in accordance with the best practices of the profession and comply with "Part 2 – Construction Materials and Part 3 – Construction Methods of the latest edition of the Standard Specifications for Public Works Construction, the 2010 California Building Code which adopted the 2009 International Building Code (IBC), 2009 Uniform Plumbing Code (UPC), 2009 Uniform Mechanical Code (UMC) and 2008 National Electrical Code (NEC), with local amendments as adopted under Santee Municipal Code section 15.04; and the latest edition of the Standard Specifications for Public Works Construction (the Green Book, and San Diego Area Regional Standard Drawings) in effect as of the date the Contract is fully executed and the Contract documents.

In case of conflict between the Green Book and the Contract documents, the Contract documents shall take precedence. Notwithstanding the above, Sections 1 through 9 of the Green Book shall not be applicable to this Contract and are hereby specifically excluded from incorporation or application to this Contract.

Where the plans or Specifications describe work in general terms, but not in complete detail, it is understood that the work shall be furnished and installed completely and in place and workmanship of the first quality is to be used.

11.1 INSPECTION

All work shall be subject to the approval of the City and any work in need of correction because of improper or unsatisfactory preparation or workmanship shall be corrected by Contractor to the satisfaction of, and at no cost to, the City.

Contractor will have two (2) days from the time of notification to correct improper or unsatisfactory work notwithstanding that such defective work had been previously overlooked by the Director or paid for previously. In the event said work is not corrected within the time specified above, and in addition to any other actions/remedies permitted by law, City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to correct said work from Contractor's invoice.

11.2 MATERIALS

11.2.1 Quality of Materials and Source of Supply. Articles, materials, and equipment to be incorporated into the Work under the Contract shall be new or unused unless otherwise specified and shall conform to the requirements of the Contract Documents and be approved by the City before incorporation into the Work; and, where required to conform to standard specifications [citations: Standard Specifications for Public Works Construction as amended by the Standard Special Provisions and San Diego Area Regional Standard Drawings], tests of the City, or other authorities incorporated into the Contract Documents by reference, shall conform to the respective most recent editions of citations noted above, including amendments specified or, where editions are not specified, shall conform to the editions including amendments in effect on the date of the Notice Inviting Bids.

11.2.2 Preference for Materials. Whenever in the Contract Specifications any material, process, or article is indicated or specified by grade, patent or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal," and Contractor may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process, or article offered by Contractor is not, in the opinion of the Public Services Manager substantially equal or better in every respect to that specified, then Contractor shall furnish material, process, or specified. Burden of proof as to equality of any material, process, or article shall rest with Contractor. Contractor shall submit request together with substantiating data for substitution of an "or equal" item within ten (10) business days prior date of contract award. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Agreement.

11.2.3 Defective Materials. All materials not conforming to the requirements of the Contract Documents, or to any provision of the Contract Documents, shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be immediately removed from the site of the Work unless otherwise permitted by the City.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the City. Upon failure on the part of the Contractor to comply with any order of the City made under the provisions of this section, the City shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

WARRANTY

- Contractor shall warrant that materials and work shall be completed in conformance with the Contract Documents and that the materials and work provided will fulfill the requirements of this warranty. Contractor agrees to repair or replace any or all work that may prove to be defective in
12. its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other work which may be damaged or displaced by so doing within a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to repair promptly or replace defective equipment or materials, at Contractor's option and at Contractor's expense. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within thirty (30) days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

In addition to the warranty set forth in this section, Contractor shall assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this section.

13. Nothing in the warranty or in the Contract Documents shall be construed to limits the rights and remedies available to City at law or in equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

CLEANLINESS AND DISPOSAL

Contractor shall, at all times while performing the Work, keep the immediate and surrounding service area clean and free of debris. Contractor shall ensure that all tools and equipment will be removed from the service area when work is complete and/or when work will cease for a time period exceeding one hour. Contractor's equipment, including vehicles, shall be kept clean and free of debris, which includes, but not limited to, dirt, mud, and loose gravel. In the event debris falls from Contractor's vehicles; Contractor shall remove said debris immediately. If, however, the City is required to provide labor or equipment to remove said debris, the cost of City-provided labor and equipment will be deducted from Contractor's invoice.

All materials removed shall become the property of the Contractor. Contractor shall not use City's refuse containers to dispose of materials considered to be waste. Removal and proper disposal of all chemicals and debris shall comply with all local, state and federal laws concerning toxic waste use and disposal and be done at Contractor's expense.

Contractor shall not discharge any pollutants or hazardous materials to the curbs, gutters, inlets or any part of the storm drain system under any circumstances and as stipulated herein.

13.1 COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Contractor shall comply with all Environmental Regulations in the performance of the Work or any portion thereof, and shall indemnify the City in accordance this Agreement for any and all claims of any type in any way relating to or arising from Contractor's performance of the Work under this Agreement and relating to or arising from failures or alleged failure to comply with all Environmental Regulations. Contractor shall immediately notify the City in the event any violation of any Environmental Regulation is reasonably suspected to have occurred. For purposes of this section, the term "Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. The term "Hazardous Substances" means (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety Code §§ 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), Cal. Health & Safety Code §§ 25300 et seq.; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code §§ 25280 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code §§ 13000 et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; and, San Diego Regional Water Quality Control Board Order#R9-2013-0001. (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other person coming upon the Project or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

14. The Contractor, all employees, agents and subcontractors who have a reasonable probability of coming into contact with hazardous materials shall be adequately trained to comply and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the Work or any portion thereof.

USE OF CHEMICALS

All chemicals used under this Agreement shall be represented by Manufacturers Material Safety Data Sheets (MSDS) and must be approved in writing by the Director prior to on-site usage. Brand

names and generic descriptions included. No chemical shall be applied until approved, in writing, by the Director.

HAZARDOUS CONDITIONS

Any hazardous conditions noted by Contractor and not corrected by Contractor shall be reported immediately by Contractor to the Public Services Manager and/or his designee.

SAFETY REQUIREMENTS

15. All work performed under this Agreement shall be performed by qualified Contractor personnel who, through related training or on the job experience, or both, are familiar with the practices and hazards of the Work and the equipment used in such operations. Work shall be done in such
16. manner as to ensure maximum safety to City personnel, the public and employees of the Contractor. Where applicable, Contractor shall comply with all safety standards established by California Occupational Safety and Health Administration (CAL-OSHA). Contractor shall immediately cease any act or action if the Director or his designee determines that unsafe acts are occurring and orders that such action cease.

It is part of the service required of Contractor to make whatever provisions are necessary to protect City personnel and the public. Contractor shall use foresight and take such steps and

precautions necessary to protect the City personnel and the public from danger, loss of life or property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partially completed work or partially removed facilities. Unusual conditions may arise on the work which will require the immediate and unusual provisions be made to protect City personnel and/or the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the Director or his designee, an emergency exists because Contractor has not taken sufficient precaution for public safety, or protection of utilities or adjacent structures or property, the Director or his designee will order Contractor to provide a remedy for the unsafe condition. If Contractor fails to remedy the unsafe condition within the amount of time set forth herein, the Director or his designee may provide suitable protection to said situation by causing such work to be done and material to be furnished as may seem reasonable and necessary.

16.1 ACCIDENT REPORTING

- 16.1.1 Contractor shall immediately notify the Public Services Manager and/or City personnel of any accident, regardless of whether or not injury or damage is evident, involving the public and Contractor's staff, vehicles, and/or equipment. Contractor shall, if needed, assist the public by summoning emergency assistance while at the site. Contractor shall cooperate fully with City in the investigation of any injury or death occurring at any site, including the provision of reports and/or documentation as requested by the City.

16.2 PROJECT SITE MAINTENANCE

- 16.2.1 **Sound Control Requirements.** Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the Contract.
- 16.2.2 **Traffic Control.** Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. If parking is to be prohibited during

work, "No Parking" signs shall be installed forty-eight (48) hours prior to work commencing.

Contractor shall provide and maintain adequate barricades and warning devices, per the latest edition of State of California's Manual of Traffic Controls for Construction and Maintenance Work Zones. Copies of this manual can be secured from the State of California - Department of Transportation (CALTRANS).

Regardless of where Work is performed, a traffic control plan must be submitted and approved by the City Traffic Engineer a minimum of seven days before the work commencing.

16.2.3 Existing Structures, Signs and Facilities. During the performance of Work under this Contract, Contractor shall protect from damage all existing structures, signs and facilities, other than those called for removal, including but not limited to directional, warning, advisory and regulatory signs, street markers and roadside mailboxes. If Contractor is required to alter the physical location of any structures, signs and/or facilities during the performance of work, Contractor shall maintain these structures, signs and facilities in an erect and functional position and condition at all times during the period of Work. Contractor shall replace any of these structures, signs or facilities that are damaged or lost as a result of Contractor's performance at no cost to City. All such repairs or replacements shall be completed within the time limits specified by the City.

16.2.4 Existing Utilities. Power, cable television, and telephone lines, water lines, gas lines, underground utility conduits and miscellaneous pipelines, are within and/or run adjacently to roadway rights-of-way.

Contractor shall take steps to contact the owner(s) of all overhead utilities prior to doing work that may damage such utilities or interfere with their service. If Contractor makes no attempt to contact owner(s) or otherwise operates in an imprudent manner, as determined by the Public Services Manager and/or his designee, the repairs to damaged utilities in the course of work shall be Contractor's responsibility and all costs resulting thereby shall be borne by Contractor.

Contractor shall take steps to determine the exact location of all underground facilities by contacting Dig Alert at 1-800-227-2600, prior to doing work that may damage such facilities or interfere with their service. If Contractor makes no attempt to locate underground facilities or otherwise operates in an imprudent manner, as determined by the Public Services Manager and/or his designee, the repairs to damaged facilities in the course of work shall be Contractor's responsibility and all costs resulting thereby shall be borne by Contractor.

All facilities and/or utilities shall be carefully uncovered if located within the lines of excavation and time shall be allowed for the Public Services Manager and/or his designee to field check the location of such utilities to make certain that they will not interfere with the proposed improvements. In the event the utility conflicts with the proposed improvements, City will either arrange for the utility owner to relocate the utility as necessary to clear the proposed improvements, or adjustments in the grade of the

proposed improvements or appurtenances may be made by the Public Services Manager and/or his designee.

Facilities and/or utilities either permanently or temporarily relocated, or supported by the owner shall be protected in place by Contractor. Any damage to existing facilities and/or utilities caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City.

Owners of the various utilities are as follows:

<u>UTILITY</u>	<u>OWNER</u>
Gas Transmission Lines	San Diego Gas & Electric
Electric Power Line	San Diego Gas & Electric
Telephone Facilities	Pacific Bell
Television Cable	Cox Cable
Water and Sewer	Padre Dam Municipal Water District

16.3 NOTICE OF OBSTRUCTIONS.

Any obstruction noted by the Contractor shall be reported immediately by Contractor to the Public Services Manager and/or his designee.

16.4 COMMERCIAL MOTOR VEHICLE SAFETY

Contractor shall comply with the requirements for Commercial Motor Vehicle Safety set forth in 49 USC Chapter 311 and 49 CFR Part 383, including, but not limited to, pre-employment, reasonable suspicion, random and post-accident testing of operators of commercial motor vehicles for use, in violation of law or Federal regulations, of alcohol or controlled substances.

EXHIBIT 'B'

SCHEDULE OF SERVICES

Contractor shall meet all deadlines and timing expectations set forth in the Agreement, Exhibit 'A', this Exhibit 'B', and any other deadlines and timing expectations established by the parties in writing.

CONTRACTOR'S PERSONNEL

- Contractor shall furnish sufficient supervisory and working personnel who are properly licensed and capable of promptly accomplishing, to the satisfaction of the Director and on schedule, all
17. Work required under this Agreement. Such supervisory personnel must have adequate field experience and technical background to supervise the Work and assure compliance with the Agreement.

Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public. Personnel shall be fully clothed in suitable attire that bears the Contractor's name or identifying mark. The Director may require the Contractor to remove from the work site(s) any employee(s) deemed careless, incompetent, or who is an annoyance to the public.

Contractor shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of this Contract and to notify the Contractor in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. Contractor shall notify City of such incident and take appropriate action within thirty (30) days. Contractor is responsible to see that this requirement is included in all Subcontractor contracts.

17.1 AVAILABILITY / RESPONSIVENESS OF CONTRACTOR

Contractor shall maintain a local office with a competent company representative who can be reached during normal working hours, as defined hereunder, and who is authorized to discuss matters pertaining to this Contract with the Director or his representative. **A local office for purposes of this Contract is one that is located no more than one (1) hours' driving distance from Contractor's office to Santee City Hall, 10601 Magnolia Avenue, Santee CA 92071, so as to ensure responsiveness in the event the need for emergency repairs should arise.** An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls from the Director or his representative are returned within a one-hour period. A mobile telephone or an answering machine shall not fulfill the requirement for a local office.

All supervisors and acting supervisors shall be outfitted by the Contractor with a portable personal communication device capable of transmitting and receiving phone calls from anywhere (not a calling card).

At all times during the term of this Contract, the Contractor shall provide the City with the name(s) and phone number(s) of the person(s) representing the Contractor for 24-hour emergency

response, seven (7) days per week. Should this information change, the City must be notified in writing within 12 hours after said change.

Contractor's vehicle shall carry sufficient equipment to control traffic (barricades, delineators, and cones, etc.). When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices and any other safety devices, if deemed necessary, and proceed with remedial action after contacting the Public Services Manager.

17.1.1 Normal Response. Contractor shall be on site to perform non-emergency services, as requested by the Public Services Manager and/or his designee within forty-eight (48) hours after the request is made by the City. Should a request for non-emergency work fall on a Friday, work shall be performed on the next non-holiday workday.

17.1.2 Emergency Response. An emergency can be defined per City's request for public health and safety matters, 24 hours per day, 365 days per year. In the event that emergency response is required, Contractor shall respond within thirty (30) minutes of initial notification, either written or verbal by the City, and be on-site within one (1) hour after initial notification with all necessary equipment, including portable generator(s), to perform the Work.

City may retain out of any amounts due the Contractor sums sufficient to cover a "Late Fee." A "Late Fee" is defined as follows: If and when Contractor is not on site with all necessary equipment within two (2) hours after initial notification of the emergency, City may deduct from previous invoices \$50.00 for every 15 minutes past the two (2) hour Emergency Response time. Maximum "Late Fee" for each occurrence: \$500.00.

17.2 SCHEDULING

17.2.1 General. Work Orders for repairs will be issued by the Public Services Manager and/or his designee in verbal, written or web-based form on an as-needed basis. Work schedule will be determined by the City and Contractor together and shall be scheduled in a manner that minimizes inconvenience to City staff, the public and recreational uses of the facilities and designed to maintain the sites in safe condition and in accordance with highest industry standards. The amount of time needed to complete each Work Order will be determined by order of priority and urgency.

17.2.2 Hours of Work. Regular work shall be performed between the hours of 6:00 A.M. and 4:00 P.M. Monday through Friday. The following instances are exceptions:

- a) Emergency repairs requested by the City.
- b) Any and all steps necessary to protect City employees and/or the public from a dangerous condition.

17.2.3 Yearly Schedule. Contractor shall submit to the Director for approval, a detailed schedule of the days, hours and tasks to be performed at each location for the term of the Contract.

17.2.4 Compliance with Schedule. The Public Services Manager or Contractor may request a change in the schedule whenever it is necessary to maintain the standards set forth in the Contract Documents or to accommodate the public. Contractor shall comply with the schedule approved by the Public Services Manager. Deviations shall only be permitted when there is inclement weather, unusual local conditions or emergency. The City will utilize said work schedule as one of the methods to monitor the Contractor's performance of the Contract.

In the event the Contractor is prevented from performing Work, as provided in the schedule, because of reasons other than emergency circumstances, Contractor shall be required to complete the Work so deferred prior to the next regular scheduled date, or give the City credit for work not performed.

17.2.5 Liquidated Damages. Should services not be provided as specified and on or before a scheduled performance date, or within the period of any authorized extension, it is agreed that City will sustain damage and that it will be impracticable and extremely difficult to ascertain the actual damage; therefore, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$100 for each calendar day that completion of the Work is delayed. In the event the sum is not paid, the Contractor agrees that the City may deduct this amount from any money due or that may become due to the Contractor under this Agreement.

17.2.6 Excusable Delays. Except for the obligation of payment of money, in no event shall either party be liable, one to the other, for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to: acts of God; acts of the public enemy; acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia; fires; floods; epidemics; quarantine restrictions; strikes; or other causes beyond the control of the party claiming excusable delay.

Repeated unexcused tardiness will not be tolerated and may be cause for termination of the Contract.

17.2.7 Holidays. If a holiday occurs on a scheduled Workday, work shall resume within two (2) business days and at no additional cost to City.

18. **17.2.8 Inclement Weather.** Should inclement weather or other acts of God prohibit Contractor from working, Contractor's work schedule will be adjusted to correspond with the same amount of time that Contractor was unable to work.

ORAL MODIFICATIONS INEFFECTIVE

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the Director and the Contractor.

18.1 CHANGES IN WORK

The Public Services Manager and/or his designee may prescribe, in writing, a modification of requirements or of methods of work; or in the quantity or character or the Work to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with these Contract Specifications impractical, Contractor shall submit to the Public Services Manager and/or his designee for their consideration and approval or disapproval, a written request for modification of requirements of the Work. This request shall set forth in detail, the reasons why the specified requirements are considered impractical and Contractor's proposal for any alternate that will relieve this alleged impracticality.

If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided, that as such changes or alterations render useless any work already done, the Public Services Manager and/or his designee shall make reasonable allowance therefore, which action shall be binding upon both parties. Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

The City reserves the right to increase or decrease the Contract quantities by up to fifty percent (50%) per year without renegotiating the unit cost. Additional work will be compensated at the unit cost bid for each item of work so long as such additional work does not exceed fifty percent (50%) of the estimated annual quantity.

Regardless of the change, all changes made to the Contract documents, whether it be character of the Work or quantity of the Work, must be agreed upon, in writing, by both Director and Contractor and implemented with a Change Order and/or Contract Amendment. Change Orders and/or Contract Amendments shall include a brief description of the change, dollar value of the change, and any adjustments in Contract time, if applicable. If no prices are named in the Contract to cover such changes or alterations, the cost of such changes shall be determined by agreement between the Director and the Contractor. If an agreement cannot be reached, such changes causing an increase in work shall be covered as hereinafter provided for as Extra Work. Decreases in work shall be negotiated by the Director and the Contractor.

18.2 EXTRA WORK

Any additional work performed shall be subject to all of the provisions of the Contract and Contractor's sureties shall be bound with reference thereto as under the original Contract. If during the performance of the Contract it shall, in the opinion of the Director, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which, in the opinion of the Director, are not susceptible of classification under the tasks named in the Bid Proposal, Contractor shall do and perform such work and furnish such materials and equipment. Such labor, materials, machinery, equipment, tools, or supplies will be classed as extra work and shall be ordered in writing before such work is started. No extra work shall be paid for unless ordered in writing by the Director or his designee.

Extra work and material will ordinarily be paid for at a lump sum or unit price agreed on in writing by the Director and Contractor before the extra work shall be ordered. If any work or materials are ordered under this section on a "cost-plus basis," Contractor shall provide the Public Services Manager written reports showing the name and number of each worker employed thereon, the number of hours employed thereon, the character of work Contractor is doing, and the wages paid or to be paid, also showing the materials delivered and any other items that may enter into the cost, the quantity, and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and, such other information as directed. If required,

Contractor shall produce any books, vouchers, other records, or memoranda that will assist the Public Services Manager in determining the true, necessary cost of the work and materials to be paid for. Utilizing such cost-plus basis, the Contractor is paid for all of its costs of performance (labor, materials, equipment, management and other services) plus a maximum of fifteen percent (15%) additional percentage for overhead and profit.

Whenever any parts or equipment must be replaced because of Contractor's actions or failure to act, Contractor shall perform such replacement at no additional cost to the City.

18.3 TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the Work wholly or in part, for such period as the City deems necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as the City may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work or otherwise. The Contractor shall immediately comply with the written order of the City to suspend the Work wholly or in part, and shall not resume the Work until ordered to do so in writing by the City.

In the event that a suspension of Work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of Work shall not relieve the Contractor of its responsibility to complete the Work within the time limits set forth in the Contract Documents, and shall not be considered cause for extension of the time for completion, and further, such suspension of Work shall not entitle the Contractor to any additional compensation.

19. PAYMENTS / DEDUCTIONS FROM PAYMENTS

19.1 PAYMENTS

On or before the first day of each calendar month, Contractor shall submit a detailed invoice to the Public Services Manager requesting payment for services rendered in the preceding month. Upon receipt of the invoice, it shall be reviewed by the Public Services Manager for the purpose of determining whether the payment request is undisputed and proper for payment. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the City. If it is determined not to be a request suitable for payment, it shall be returned to Contractor as soon as practicable, but not later than seven (7) working days after receipt, accompanied by a document setting forth in writing the reasons why the invoice is not proper. Contractor's failure to submit invoices on a timely basis may be grounds for termination of this Contract in accordance with Section 16.

City shall make the payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. The number of days available to City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Public Services Manager exceeds the seven (7) day requirement. The City may deduct from any payment all amounts necessary to protect City to the extent authorized by California law. The failure by the City to deduct any of these sums from a payment shall not constitute a waiver of the City's right to such sums. Contractor must execute a conditional waiver and release for payment pursuant to Civil Code Section 3262.

19.1.1 Hourly Rates. Hourly rates for Normal Response shall be for work performed Monday through Friday, 6:00 A.M. to 4:00 P.M. Minimum Billing Allowed for Normal Response is one (1) hour for all services. Partial hours

worked after the first hour (minimum) shall be billed at the hourly rate pro-rated to the nearest quarter (15 minutes).

Hourly rates for Emergency Response shall be for work performed after hours on weekdays and any time during weekends and holidays. Minimum Billing Allowed for Emergency Response is two (2) hours per incident for all services. Partial hours worked after the first two hours (minimum) shall be billed at the hourly rate pro-rated to the nearest quarter (15 minutes).

All services/responses shall include trip charges, truck charges, fuel charges, tool charges, and any other charges not stated herein.

City may retain out of any amounts due the Contractor sums sufficient to cover a "Late Fee." A "Late Fee" is defined as follows: If and when Contractor is not on site with all necessary equipment within the Emergency Response Time as defined in Section 17.1.2. Maximum "Late Fee" for each occurrence: \$500.00.

19.1.2 Payment for Materials and/or Rental Equipment. Whenever materials and/or rental of equipment are billed on Contractor's request for payment/invoice, a copy of detailed vendor invoices must be attached for verification. Such invoices and/or receipts must document total costs to the Contractor, including discounts, and may then have a not to exceed fifteen percent (15%) mark-up added. Note: Prior City approval is required for all rented equipment.

19.2 DEDUCTIONS FROM PAYMENTS

The Director may retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided, however, that Stop Notices of said claims shall have been filed with the City. The City shall deduct from billings and shall not pay the following:

- a) Any charges attributable to work that, in the opinion of the Public Services Manager, have not been performed, have been improperly performed, or have caused damage by the Contractor.
- b) Any claims for extra work that did not have prior written approval from the Public Services Manager.

EXHIBIT 'C'
SCHEDULE OF CHARGES

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES**]**

EXHIBIT 'D'

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **City of Santee** (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for the work described as follows: GENERATOR MAINTENANCE & REPAIRS, Informal RFB #24/25-20080, (hereinafter referred to as the "Project");

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), the sum being not less than one hundred percent (100%) of the Contract Price, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs, and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or



- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)



Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)



EXHIBIT 'E'

PAYMENT FOR LABOR AND MATERIALS BOND

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the **City of Santee** (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: GENERATOR MAINTENANCE & REPAIRS (the "Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is



a person described in section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

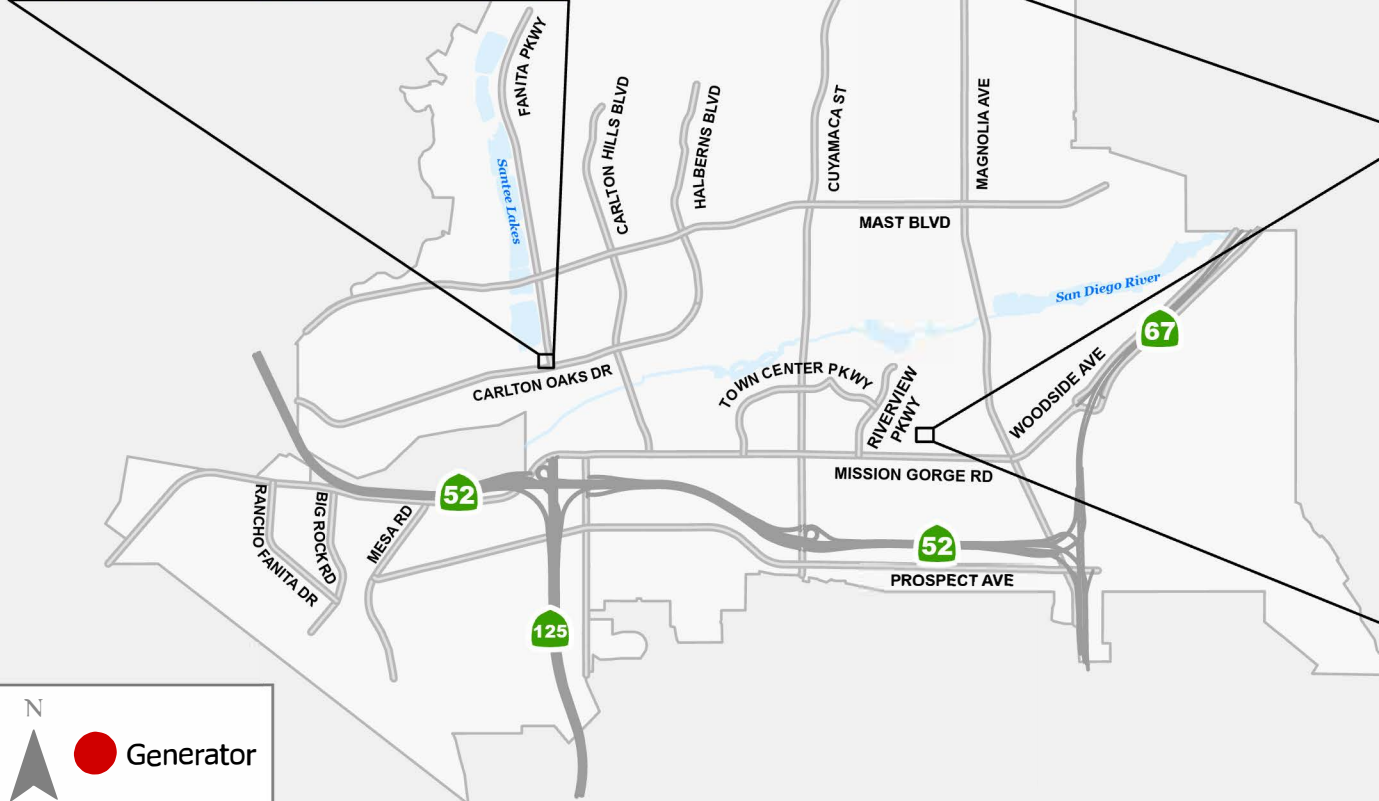
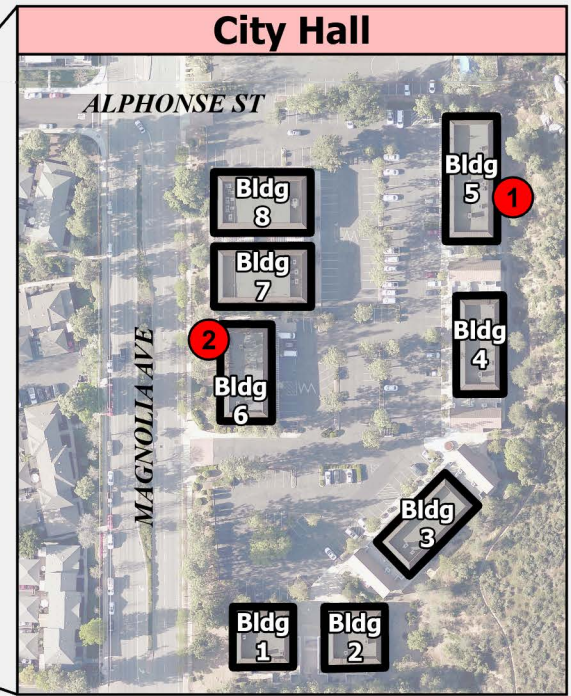
Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

EXHIBIT 'F' - LOCATION MAP



Generator



Site No	Location	Address	Generator Make	Generator Model	Engine Make	Engine Model	Fuel Capacity (Gal Diesel)	Fueling Hose (ft)
1	City Hall - Bldg. 5	10601 Magnolia Avenue	Kohler	100REOZJF SGM322VX7	John Deere	PE4045L2168976045HF285	449	120
2	City Hall - Bldg. 6	10601 Magnolia Avenue	2005 Caterpillar	Olympian D25P4 RE51214#U229807M	Perkins	5PKXL04.4RE1	112	100
3	Fire Station #4	8950 Cottonwood Avenue	1998 Generac	92460 5 liters	New Holland	98A-03504 S	255	25
4	Fire Station #5	9130 Carlton Oaks Drive	2000 Generac	92460 5 liters	New Holland	00A-00102 S	308	25