

**CITY MANAGER'S REPORT
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: **AWARD SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR ON-CALL ELECTRICAL SERVICES FOR FISCAL YEAR 2023-2024**

RECOMMENDATION: **Adopt Resolution Awarding a Service Contract to Bear Electrical Solutions, Inc. for On-Call Electrical Services for Fiscal Year 2023-2024**

SUMMARY:

All City facilities providing essential services rely on electrical equipment and components that must function on a continuous basis. Various factors contribute to the failure of these components, requiring immediate or expedited on-call repair. The procurement of on-call electrical services is therefore critical to the City's ability to minimize downtime of failed electrical equipment so that delivery of essential services is restored as soon as possible.

Staff advertised an informal bid solicitation package for the procurement of on-call electrical services on February 7, 2024, in accordance with Informal Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30. Public Works received and opened four (4) informal bids on February 27, 2024. Based on the review and evaluation, Bear Electrical Solutions, Inc. (Bear Electrical) was determined to be a responsible contractor and their bid of \$39,200 was determined to be the lowest responsive bid submitted for the sample project.

The on-call contract contemplated by this solicitation is commonly used by public agencies to contract for multiple small public works projects as the need arises without having to bid each project separately. This saves the agency time and money, especially for emergency projects. The proposed service contract with Bear Electrical is for an amount not to exceed \$175,000 over the life of the contract, with the option to carry the funds to as many as three optional one-year term extensions until budget is depleted. Staff will return to Council to request additional funds if needed.

Staff requests City Council award a service contract to Bear Electrical for on-call electrical services for an amount not to exceed \$175,000 over the life of the contract.

Sufficient funds were allocated in the approved FY 2023-24 budget to fund the first year FY 2023-24, of this contract and the three optional FY years.

BACKGROUND:

Electrical equipment and components such as pump motors, motor control circuits and starters, and power and data wiring are vital to the City's delivery of water and

MARCH 11, 2024 CITY COUNCIL REGULAR MEETING

AWARD SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR ON-CALL ELECTRICAL SERVICES FOR FISCAL YEAR 2023-2024

recycled water, handling of storm water and wastewater and maintenance of internal communications and data transmission. Time, weather, and use combine to wear out or damage these components, which are needed 24/7 to support the continuous delivery of essential City services.

The City proposes to obtain the on-call services of a qualified electrical contractor for the timely repair of inoperable electrical equipment and components critical to the delivery of many essential City services.

Staff prepared technical specifications for this service contract and solicited them for bid on February 7, 2024 in accordance with the informal bid procedures CA PCC 22034 and LMC 3.30.

The contract includes an option for the City and Contractor to execute up to three (3) additional one-year contract terms for FY 2024-25, FY 2025-26, and FY 2026-27 upon mutual agreement. The contract also includes a provision for an annual contract price increase of up to 5% due to inflation, subject to the Contractor’s request and City’s concurrence.

Public Works received and opened four (4) informal bids, all determined to be responsive and from responsible bidders, were received and opened by Public Works on February 27, 2024. The bid results are summarized in Table 2 below:

**Table 2: Summary of Bid Results
FY 2023-24 On-Call Electrical Services**

Contractor	Total Sample Base Bid
Bear Electrical Solutions, Inc.	\$39,200
Bockmon & Woody Electric Co., Inc.	\$40,300
Modesto Executive Electric, Inc.	\$42,031
Fisher Electrical Integration, Inc.	\$58,640

The bid results are based upon the solicitation’s bid schedule, which listed sample hours for regular and overtime labor and two types of service trucks, and a materials cost markup typical of an on-call electrical service request. The sample hours and materials cost basis of bid were used to determine the Contractor whose combined unit costs would typically provide the City with the lowest overall prices for on-call electrical services.

Staff reviewed and evaluated the bids, and determined that Bear Electrical’s bid of \$39,200 is the lowest bid. Staff requests City Council award a service contract to Bear Electrical for on-call electrical services for an amount not to exceed \$175,000 over the life of the contract. The optional years will not be above the City Manager’s signing authority.

MARCH 11, 2024 CITY COUNCIL REGULAR MEETING

AWARD SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR ON-CALL ELECTRICAL SERVICES FOR FISCAL YEAR 2023-2024

REASON FOR RECOMMENDATION:

The recommended contract will provide the City with on-call services for the timely repair of electrical equipment and components supporting the delivery of essential City services.

FISCAL IMPACT:

The proposed service contract with Bear Electrical is for an amount not to exceed \$175,000 over the life of the contract, with the option to carry the funds to as many as three optional one-year term extensions until budget is depleted. Staff will return to Council to request additional funds if needed.

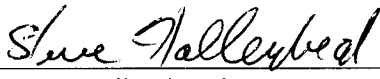
Sufficient funds were allocated in the FY 2023-24 budget to fund the first term of this contract.

ATTACHMENTS:

- A. Resolution Awarding a Service Contract to Bear Electrical Solutions, Inc. for FY 2023- 24 On-Call Electrical Services
- B. Service Contract with Bear Electrical Solutions, Inc. for FY 2023-24 On-Call Electrical Services

CITY MANAGER'S REPORT
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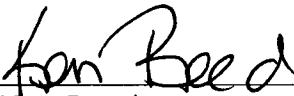
APPROVALS:



Steven Hollenbeak
Assistant Engineer

3.5.24

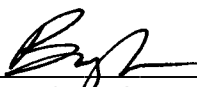
Date



Ken Reed
Senior Construction Manager

3-4-2024

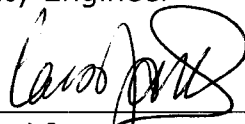
Date



Brad Taylor
City Engineer

3/4/2024

Date



Cari James
Director of Finance

3/4/2024

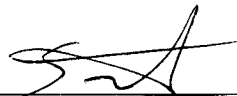
Date



Michael King
Assistant City Manager

3.4.2024

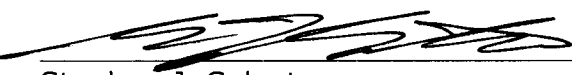
Date



Salvador Navarrete
City Attorney

3.5-2024

Date



Stephen J. Salvatore
City Manager

3.6.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR ON-CALL ELECTRICAL SERVICES

WHEREAS, electrical components supporting essential City facilities occasionally wear out or malfunction, requiring immediate repair to restore their operation; and

WHEREAS, the City therefore desires to procure on-call electrical services to effect the timely repair or replacement of inoperable electric components supporting essential City facilities (Project); and

WHEREAS, the City does not have the resources to perform these services; and

WHEREAS, City staff prepared and solicited for bid a contract on February 7, 2024 for on-call electrical services in accordance with informal bidding procedures pursuant to California Public Contract Code 22034 and Lathrop Municipal Code 3.30; and

WHEREAS, the contract's initial term will expire on June 30, 2024 and contains options for extending the contract for up to three (3) additional one-year terms in FY 2024-25, FY 2025-26, and FY 2026-27 for a total sum not to exceed \$175,000 over the life of the contract; and

WHEREAS, a total of four (4) bids were received and opened by Public Works on February 27, 2024; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Bear Electrical Solutions, Inc. (Bear Electrical) with a base bid of \$39,200; and

WHEREAS, the proposed service contract with Bear Electrical is for an amount not to exceed \$175,000 over the life of the contract, with the option to carry the funds to as many as three optional one-year term extensions until budget is depleted. Staff will return to Council to request additional funds if needed; and

WHEREAS, sufficient funds were included in the FY 2023-24 budget to fund the first term of the contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby award a service contract to Bear Electrical Solutions, Inc. for an amount not to exceed \$175,000 over the life of the contract for on-call electrical services.

The foregoing resolution was passed and adopted this 11th day of March, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

**GENERAL SERVICES AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS, INC.
FOR
2023-2024 ON-CALL ELECTRICAL SERVICES**

THIS AGREEMENT, dated for convenience this **11th day of March, 2024** (the "Effective Date") is by and between Bear Electrical Solutions, Inc. ("CONTRACTOR") and the **City of Lathrop**, a California municipal corporation ("CITY"). In consideration of their mutual covenants, the parties hereto agree as follows:

(1) Scope of Work

1. Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide on-call electrical services, including Ethernet and fiber-optic cabling, not including fiber-optic cable splicing.
2. CITY's Public Works Director or their designee will call the CONTRACTOR at the phone number provided by the CONTRACTOR to request a scope of emergency or scheduled work.
3. CONTRACTOR shall respond to the request in compliance with Attachment A – Service Specifications for Emergency or Scheduled On-Call work, and provide a cost estimate for requested scope of work.
4. CONTRACTOR shall only begin work pursuant to this Agreement following Notice to Proceed and a Task Order from the CITY's Public Works Director or their designee.
5. CONTRACTOR and all employees and Subcontractors shall at all times during the performance of work pursuant to this agreement maintain a valid California C-10 – Electrical Contractor's license.
6. CONTRACTOR and all employees and Subcontractors shall pass a Live Scan fingerprinting / criminal record check.

(2) Compensation

CITY hereby agrees to pay CONTRACTOR a sum not to exceed **\$175,000** for services rendered under this agreement, including any term extensions, on a time and materials unitary basis, for on-call electrical services, including Ethernet and fiber-optic cabling, not including fiber-optic cable splicing. CONTRACTOR shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONTRACTOR be entitled to compensation for work not included in the Task Order, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

Contract rates shall remain fixed through June 30 of the current contract term. Any request by the CONTRACTOR for contract price adjustment thereafter shall be substantiated by supportive documentation correlated to the State of California Department of General Services California Construction Cost Index (CCCI), and in no case greater than 5% above existing labor and vehicle rates. It is expressly understood that contract rate increases are not automatic nor guaranteed. All rate adjustment requests must be submitted in writing to the City's Public Works Director no later than April 30th of the current contract term to be included in the following contract term, and will not go into effect until July 1st of that same year. If considered, price adjustments due to an increase in said CCCI shall be calculated based upon the values for the month of February of the previous contract term and that of the current contract term.

(3) Effective Date and Term

The effective date of this Agreement is **March 11, 2024** and it shall terminate no later than **June 30, 2024**. The contract may be extended annually for up to three (3) consecutive one-year terms after the initial contract period, at the discretion and approval of the CITY, as follows:

- **Optional Term 1: July 1, 2024-June 30, 2025**
- **Optional Term 2: July 1, 2025-June 30, 2026**
- **Optional Term 3: July 1, 2026-June 30, 2027**

The CITY shall notify the CONTRACTOR in writing of its intent to extend the contract by June 1st of the current contract term.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONTRACTOR is responsible for controlling the means and methods to complete the scope of work described in Section 1 of this contract to City's satisfaction. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONTRACTOR shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONTRACTOR acknowledges that the CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONTRACTOR's Authorized Representative: **Robert Asuncion, Vice President**. CITY shall be notified by CONTRACTOR of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S authorized representative. CONTRACTOR shall not subcontract any

portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(10) Insurance

Category 2 "Intermediate Risk"

Insurance Requirements

i. Commercial General Liability

a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.

c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

ii. Business Automobile Liability

a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers' Compensation and Employers' Liability- Statutory

a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(Coverage can be waived by city, if vendor, in writing, confirms not required to carry coverage)

iv. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

(11) Indemnification - CONTRACTOR'S Responsibility

As to the CONTRACTOR'S work hereunder, it is understood and agreed that (a) CONTRACTOR has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONTRACTOR to perform the work in a skillful and professional manner, and (c) CONTRACTOR thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONTRACTOR from such professional responsibility for the work performed. It is further understood and agreed that CONTRACTOR is apprised of the scope of the work to be performed under this Agreement and CONTRACTOR agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONTRACTOR'S profession.

CONTRACTOR shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONTRACTOR to indemnify

and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONTRACTOR, its employees, agents, or subcontractors by federal or state law, CONTRACTOR warrants that such license has been obtained, is valid and in good standing, and CONTRACTOR shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(13) Business Licenses

CONTRACTOR shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

(15) Funding

CONTRACTOR agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City:

City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to:

City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430
FAX: (209) 941-7449

To CONTRACTOR:

Bear Electrical Solutions, Inc.
1252 State Street
Alviso, CA 95002
408.449.5178

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

- (i) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) **Ownership of Documents.** All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY.
- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONTRACTOR.** In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances

have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to Proceed.

(19) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Approved as to Form:

City of Lathrop
City Attorney



3-5-2024

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
Resolution No. _____

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONTRACTOR:

Bear Electrical Solutions, Inc.
1252 State Street
Alviso, CA 95002

Fed ID # _____

Business License # _____

Signature

Date

Print Name and Title

SECTION 00300

FY 2023-2024 ON-CALL ELECTRICAL SERVICES
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: Public Works Department

FOR: **FY 2023-2024 ON-CAL ELECTRICAL SERVICES**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Contract Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Contract Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore costs based upon rates as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the Bid Schedule. The City of Lathrop reserves the right to award a \$175,000 not-to-exceed contract and reserves the right to award no work or a portion of the \$175,000 not-to-exceed contract value.

SEE INSTRUCTIONS TO BIDDERS-**BIDS** ON PAGE 00100-2 FOR DETAILS.

SECTION 00300

FY 2023-2024 ON-CALL ELECTRICAL SERVICES
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

FY 2023-2024 ON-CALL ELECTRICAL SERVICES

BID SCHEDULE

1. LABOR RATES

ITEM	DESCRIPTION	HOURLY RATE	# EXAMPLE HOURS	EXAMPLE LABOR COST
1	Labor Rate*: 6:00 AM – 6:00 PM - Weekdays	\$ 125.00	80	\$ 10,000.00
2	Labor Rate*: After Hours – Weekends & Holidays	\$ 195.00	20	\$ 3,900.00

*SEE ATTACHMENT "A" – SERVICE SPECIFICATIONS, SECTION C

1. TOTAL EXAMPLE LABOR COST: \$ 13,900.00

2. VEHICLE RATES

ITEM	DESCRIPTION	HOURLY RATE	# EXAMPLE HOURS	EXAMPLE VEHICLE COST
1	Pickup Truck	\$ 20.00	80	\$ 1,600.00
2	Service Truck / Bucket Truck	\$ 35.00	20	\$ 700.00

2. TOTAL EXAMPLE VEHICLE COST: \$ 2,300.00

3. MATERIAL MARK-UP RATE

ITEM	DESCRIPTION	MARK-UP RATE	EXAMPLE COST	EXAMPLE MARKUP COST
1	Materials Mark-Up Rate	15.00 %	\$20,000	\$ 23,000.00

3. TOTAL EXAMPLE MARK-UP COST: \$ 23,000.00

TOTAL SAMPLE BASE BID (SUM OF TOTALS 1-3): \$ 39,200.00

TOTAL SAMPLE BASE BID IN WORDS: Thirty-Nine Thousand and Two Hundred Dollars and Zero Cents

A. MINIMUM HOURS FOR EMERGENCY CALL-OUT

ITEM	DESCRIPTION	MIN. # HOURS
1	Minimum Hours charged for labor and vehicle: 6:00 AM to 6:00 PM - Weekdays	2.0
2	Minimum Hours charged for labor and vehicle: After Hours – Weekends & Holidays	2.0

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