

**City of Lathrop  
Department of Public Works**

**FY 2023-2024  
On-Call Electrical Services**

CUPCCAA Informal Bid Solicitation



Approved:   
Brad Taylor, P.E., City Engineer

Date: February 13, 2024

**CITY OF LATHROP - NOTICE INVITING INFORMAL BIDS**  
PURSUANT TO STATE OF CALIFORNIA UPCCA ACT

**FY 2023-2024 On-Call Electrical Services**

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# CITY OF LATHROP - NOTICE INVITING INFORMAL BIDS

PURSUANT TO STATE OF CALIFORNIA UPCCA ACT

## FY 2023-2024 On-Call Electrical Services

### NOTICE TO CONTRACTORS

The City of Lathrop invites sealed bids for the provision of on-call electrical repair and maintenance services, in the City of Lathrop, California. Sealed bids will be received at City Hall, located at 390 Towne Centre Drive, Lathrop, CA until **6:00 PM, Tuesday, February 27, 2024**. Bids submitted by mail shall be addressed to: City of Lathrop, Attention Senior Construction Manager / SEALED BID: ELECTRICAL SERVICES, 390 Towne Centre Drive, Lathrop, CA 95330.

#### SCOPE OF WORK

The scope of work to be performed under this contract is generally described as provision of labor, tools and materials to provide emergency on-call electrical repair services for the City of Lathrop, as detailed in the sample service contract included in this solicitation. This contract requires a licensed electrician with at least 5 years' experience in commercial wiring and competence in data cabling. The awarded contractor and all employees and subcontractors performing work pursuant to this contract must pass a Live Scan fingerprinting / criminal record check.

Requests for emergency electrical services must be provided as requested by the City of Lathrop on a (24/7) basis, with a maximum contractor response time of four (4) hours for emergency work and five (5) days for scheduled work, and completion of requested services as soon as practicable thereafter.

The term of the FY 2023/2024 On-Call Electrical Services contract will begin as early as March 11, 2024, and expire on June 30, 2024.

This contract may be extended by the City for up to three (3) additional one (1) year terms after the initial contract term at the discretion and approval of the City. Upon request from the Contractor, the City may authorize up to a 5% increase in labor and vehicle rates based on the change in the State of California DGS Construction Cost Index over the current contract term.

#### BIDDING INFORMATION

A valid Class C-10 (Electrical) California Contractor's license is required to bid on this project.

The annual not-to-exceed value of this Contract is \$175,000.

**The City makes no guarantee of a minimum quantity of work to be assigned or payment to be made to the Contractor as a function of this contract.**

In accordance with SB 854, all contractors who bid or work on Public Works projects for the City of Lathrop are subject to the following requirements:

- **DIR Registration.** Each Bidder submitting a proposal to complete the work, labor, materials and/or services ("Work") subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code Section 1725.5 ("DIR Registered Contractor"). A Bidder who is not a DIR Registered Contractor when submitting a proposal for Work is deemed "not qualified" and the proposal of such a Bidder will be rejected as non-responsive. Pursuant to Labor Code Section 1725.5, all Subcontractors identified in a Bidder's Subcontractors' List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.



# CITY OF LATHROP - NOTICE INVITING INFORMAL BIDS

PURSUANT TO STATE OF CALIFORNIA UPCCA ACT

## FY 2023-2024 On-Call Electrical Services

### INQUIRIES

All communication relative to the administration of this work shall be directed to Ken Reed, Senior Construction Manager, at [kreed@ci.lathrop.ca.us](mailto:kreed@ci.lathrop.ca.us), (209) 941-7363 or by calling the Public Works Department at (209) 941-7430.

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### INSTRUCTIONS TO BIDDERS

#### **BACKGROUND**

The City of Lathrop is located in the San Joaquin Valley, 70 miles east of San Francisco, CA and has an approximate population of 35,000 people. The City has numerous municipal facilities such as treatment plants, pump stations and communications equipment for the handling of water, wastewater, stormwater and recycled water, all of which are dependent upon electrical systems. The contract will provide the City with emergency on-call services for electrical systems and components in City-owned equipment that is critical to the City's delivery of essential municipal services. A Service Contract at a Not-to-Exceed value of \$175,000 will be awarded to the responsible bidder with the lowest responsive bid.

#### **DESCRIPTION OF WORK**

The work to be performed under this contract is generally described as provision of labor, tools, vehicles and materials to provide emergency and scheduled electrical services.

Complete Specifications for these requested Services is included in Attachment A, *Service Specifications*.

The requested Services shall be provided anywhere within the City of Lathrop city limits requested by Public Works. City of Lathrop City Limits are shown in Attachment B, *City of Lathrop map*.

Attachment C, *Task Order form* will be used to document work assigned to the Contractor as a function of this Contract. A completed Task Order form signed by the Contractor and City's authorized representative is required to be submitted with each request for payment.

The Contractor shall furnish all tools, equipment, materials, vehicles and furnish all transportation, utilities, facilities, and perform all labor, supervision, and other operations required to fulfill the Contract in strict accordance with the Contract Documents.

The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper performance of the services in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown in said Contract Documents, at no increase in cost to the City.

#### **SITES OF WORK**

All electrical service sites will be within the Lathrop city limits. City of Lathrop city limits are shown in Attachment B, *City of Lathrop map*.

#### **START / COMPLETION OF TASKS**

Note that on-call services contemplated by this solicitation must be provided by the Contractor as requested by the City of Lathrop Public Works Department and on a 24 hour availability basis.

## SECTION 00100

The Contractor shall commence and complete each task under this Contract at the direction of the City's Public Works Director or their designee. The Contractor shall, at all times during the continuance of the Contract, prosecute the work with such force and equipment as are sufficient to complete the work as quickly as practicable.

### **CONTRACT TERM**

The term of the FY 2023-2024 Electrical Services contract will begin as early as March 11, 2024 and expire on June 30, 2024.

This contract may be extended by the City for up to three (3) additional one-year terms after the initial contract term 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 of its intent to extend the contract no later than April 30<sup>th</sup> of the current contract term.

### **BID**

**The bidder's Total Sample Bid Schedule amount will be used solely for the purposes of Bid comparison to determine the bidder with the lowest price for the City's anticipated electrical services needs for one emergency call-out repair and one scheduled repair.**

**Example quantities of labor hours, vehicle hours and value of materials cost used in the Bid Schedule are estimates based on the City's anticipated needs pursuant to the above, and do not represent a guarantee of a minimum quantity of work to be assigned or payment to be made to the Contractor as a function of this contract.**

**Values submitted by the Contractor in Tables 1-3 of the Bid Schedule shall be used by the Contractor to develop all invoices for compensation for Emergency and Scheduled work assigned to the Contractor as a function of this contract.**

**Values submitted by the Contractor in Table A – Minimum Hours for Emergency Call-Out will only be used to determine compensation to the Contractor for Emergency Service Requests, i.e. requests for service requiring <4 hours' response time for Work requiring less hours to complete than the Contractor's submitted value in Table A – Minimum Hours for Emergency Call-Out.**

Before submitting a Bid, bidders shall carefully examine and read the Contract Documents, and fully inform themselves as to all limitations. Bidders are required to inform themselves fully of the conditions relating to performance of the Work, and must employ, as far as possible, such methods and means in carrying out the Work as will not cause any interruption or interference to any other contractor or operations of the City or any other public agency.

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INSTRUCTIONS TO BIDDERS

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Submission of Labor and Vehicle rates and Materials markup rates shall be considered conclusive evidence that the Bidder has fully studied the Contract Documents, that Contractor has familiarized himself with the city limits of the City, and that the Bidder is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract Documents.

Bids shall be properly executed upon the Bid form bound herein and made a part of these Contract Documents. All blank spaces in the Bid forms must be filled in, in black or blue ink. Numbers shall be stated both in words and in figures where indicated on the Bid form, and original, 'wet' signatures are required of all persons signing the Bid form. No changes on the Bid forms are allowed. In case of a difference in written words and figures, the amount stated in written words shall govern unless obviously in error.

### **SUBMISSION OF BIDS**

All Bids must be submitted at the place and before the time prescribed in the Notice to Contractors. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids received after that time will not be accepted.

Each Bid must be submitted in a non-transparent sealed envelope; if submitted by mail, enclose Bid envelope in another envelope addressed to:

Public Works  
Attention: Senior Construction Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

The sealed Bid envelope shall, in the lower right portion, be clearly identified with the following information:

- (a) Do not open before 6:00 PM on Tuesday, February 27, 2024
- (b) Bid of: \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_, Contractor.
- (c) ELECTRICAL SERVICES

### **INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he/she may submit to the City's Senior Construction Manager, (as listed in *Section 00020 - Notice to Contractors* of these Specifications) a written request for an interpretation or correction thereof. All written requests must be received a minimum of 72 hours prior to Bid opening; requests received after this time will not be accepted. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. The City will not be responsible for any other

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explanations or interpretations of the Contract Documents. In the interest of providing information to plan holders quickly, Contractors are encouraged to provide email address(es) to the City.

### **ADDENDA**

Any Addenda issued before the time of bid opening are deemed to be made a part of the Contract Documents.

### **MODIFICATION AND WITHDRAWAL OF BIDS**

No modification of Bids will be allowed. Any bidder may withdraw its Bid, either personally or by telegraphic or written request, if such request is received by the City's Public Works Director prior to the scheduled time for Bid opening. Any Bid so withdrawn may not be resubmitted.

Bids delivered to the Project Manager at the time set for opening shall be irrevocable, and no bidder may withdraw its Bid for a period of 60 days after the date of the opening of Bids.

### **BIDDERS INTERESTED IN MORE THAN ONE BID**

No Bidder, whether a person, firm, partnership, corporation, or association, shall be allowed to make, file, or to be interested in more than one Bid for the same work unless alternate Bids are called for. A person, firm, partnership, corporation, or association who has submitted a sub Bid to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub Bid or quoting prices to other Bidders.

### **DISQUALIFICATION OF BIDDERS**

More than one Bid for the same work from a person, firm, partnership, corporation, or association under the same or different name will not be accepted. Reasonable ground for believing that any person, firm, partnership, corporation, or association is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which such Bidder is interested. Any or all Bids will be rejected if there is reason for believing that collusion exists among any of the Bidders.

### **EXPERIENCE OF BIDDERS**

Each Bid shall be supported by a statement of the Bidders' experience on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein. To be considered a responsible bidder, bidders must provide evidence of a minimum of five (5) years of commercial wiring experience at the journeyman level.

Additional skills necessary for the successful provision of services pursuant to this Contract include familiarity with 480 volt 3-phase wiring, motor control circuits and starters, variable frequency drives, automatic lighting controls, standard residential wiring, and CAT 6 ethernet and fiber-optic data cabling. Fiber optic cable splicing will not be required for this Contract.



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### **CONTRACTOR'S LICENSE CLASSIFICATION**

In accordance with the provisions of California Public Contract Code Section 3300, the City of Lathrop has determined that the Contractor must possess a valid Class C-10 (Electrical) California Contractor's license at the time of bid submission and maintain said license throughout completion of work necessary if awarded the contract. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of Bid submission.

### **BIDDER'S STATEMENT OF SUBCONTRACTORS**

In the form entitled List of Subcontractors, in the Information Required of Bidder and pursuant to Section 4107 of the Public Contract Code, the Bidder shall submit the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who under subcontract to the Bidder specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1/2%) of the Bid. The Bidder shall indicate the portion which will be done by each such subcontractor for each such portion as is defined by the subcontractor in its Bid. This listing requirement shall apply to sub-subcontractors of any installation subcontractor which is utilized to install the Work, which sub-subcontractors perform work in excess of one-half of one percent of the Contractor's Total Bid Price. The Contractor shall ensure by Contract that any subcontractor installing the Work fulfills the responsibilities of a prime contractor under Public Contract Code Section 4100, et. seq.

Failure to so list subcontractors is an express statement by the Bidder that it will perform that portion of the work with its own forces. The Bidder may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission of the City's Public Works Director pursuant to provisions of Section 4107 of the Public Contract Code.

### **CALIFORNIA WAGE RATE REQUIREMENTS**

In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. A copy of said wage rates is on file at the office of the City of Lathrop and shall be made available to any interested party on request. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

#### **DIR Registration.**

Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the

## SECTION 00100

Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors, of every tier, to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

No Subcontractor Performance of Work without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.

Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

### **Certified Payroll Records.**

Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under

## SECTION 00100

the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.

Prevailing Wage Rate (PWR) Monitoring and Enforcement. During the Work, pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

### **AWARD OF CONTRACT**

Award of the Contract will be made only to Responsive Responsible Bidders possessing the ability to perform successfully, which will be determined by considering such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Award of a contract shall be offered to the responsible Bidder whose responsive Bid, conforming to all the material terms and conditions of the invitation for Bids, is the lowest total Base Bid shown in the Bid Schedule. Any challenge or contest of competing Bids by Bidders must be submitted to the City's Public Works Director in writing within 3 days from the date of Bid opening.

The City of Lathrop hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged businesses including minority and woman owned business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Public Contract Code Section 1103, "Responsible Bidder" means a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

### **INSURANCE**

The Bidder, if awarded the work, will enter into a Contract with the City, and will furnish the necessary insurance certificates.

### **CITY OF LATHROP RIGHTS RESERVED**

The City of Lathrop reserves the right to accept or reject any or all Bids, to waive any irregularity in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interest of the City of Lathrop.

## SECTION 00100

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

INSTRUCTIONS TO BIDDERS

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### **EXECUTION OF CONTRACT**

The form of Contract, which the successful Bidder as Contractor will be required to execute, is included in the Contract Documents of these Specifications, and should be carefully examined by the Bidder. The Contract will be executed in two original counterparts.

The successful Bidder shall execute and return all original Contract Documents to the Project Manager within 10 calendar days after receipt of the Notice of Award.

The successful Bidder shall also secure all required insurance and furnish such certificates of insurance and endorsements indicating proof of coverage simultaneously with execution of the Contract.

**(END OF SECTION)**

**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	\$	80	\$
2	Labor Rate*: After Hours – Weekends & Holidays	\$	20	\$

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

**1. TOTAL EXAMPLE LABOR COST: \$ \_\_\_\_\_**

**2. VEHICLE RATES**

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

**2. TOTAL EXAMPLE VEHICLE COST: \$ \_\_\_\_\_**

**3. MATERIAL MARK-UP RATE**

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

**3. TOTAL EXAMPLE MARK-UP COST: \$ \_\_\_\_\_**

**TOTAL SAMPLE BASE BID (SUM OF TOTALS 1-3): \$ \_\_\_\_\_**

**TOTAL SAMPLE BASE BID IN WORDS: \_\_\_\_\_**

**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	Minimum Hours charged for labor and vehicle: After Hours – Weekends & Holidays	

**SECTION 00300**

**INFORMATION REQUIRED OF BIDDER**

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

**BIDDER'S INFORMATION**

(1) Bidder's name and address:

\_\_\_\_\_

\_\_\_\_\_

(2) Bidder's office telephone number: \_\_\_\_\_

(3) Contractor's telephone number to be used for 24 hour / day contact to request Services (if different from above telephone no.): \_\_\_\_\_

(4) Bidder's fax number: \_\_\_\_\_

(5) Bidder's Contractor's License # / Expiration Date / Classification:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

(6) Bidder's DIR Registration # / Expiration:

\_\_\_\_\_ / \_\_\_\_\_

(7) Person who inspected site of proposed work for Contractor's firm:

Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

**SECTION 00300**

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**BID PROPOSAL FORMS**

- (8) List public agency clients for which the Bidder has performed municipal electrical services which the City may contact regarding the Contractor's work performance

Reference#1:

Agency/City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #2

Agency/City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	



**SECTION 00300**

**FY 2023-2024 ON-CALL ELECTRICAL SERVICES  
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**BID PROPOSAL FORMS**

Reference #3

Agency/City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #4

Agency/City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

**SECTION 00300**

**List of Subcontractors:**

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name &amp; Address</u>
1. _____	_____	_____	_____ _____
2. _____	_____	_____	_____ _____
3. _____	_____	_____	_____ _____

Note: Attach additional sheets if required.

**SECTION 00300**

**FY 2023-2024 ON-CALL ELECTRICAL SERVICES  
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**BID PROPOSAL FORMS**

**ADDENDA**

Bidder acknowledges receipt of the following addendum / addenda:

\_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

\_\_\_\_\_

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**SECTION 00300**

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**(END OF SECTION)**

## SECTION 00500

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

SAMPLE SERVICE CONTRACT

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### CITY OF LATHROP

#### GENERAL SERVICES AGREEMENT WITH <<CONTRACTOR>> FOR 2023-2024 ON-CALL ELECTRICAL SERVICES

**THIS AGREEMENT**, dated for convenience this **11<sup>th</sup> day of March, 2024** (the “Effective Date”) is by and between [Insert form of company: corporation of \_\_\_\_\_ limited liability company, sole proprietor] (“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** 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

## SECTION 00500

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---

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 30<sup>th</sup> 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 renewed 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 April 30<sup>th</sup> 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.

## SECTION 00500

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: <<Insert Name and Title>>. 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.



## SECTION 00500

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.

## SECTION 00500

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.

## SECTION 00500

### (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.

## SECTION 00500

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

SAMPLE SERVICE CONTRACT

---

### (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:

<<CONTRACTOR NAME>>

## SECTION 00500

<<CONTRACTOR Street Address>>

<<CITY, State, Zip>>

<<Phone: Phone Number>

### (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.

## SECTION 00500

- (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.

SECTION 00500

(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

\_\_\_\_\_  
Salvador Navarrete Date

Recommended for Approval: City of Lathrop  
Assistant City Manager

\_\_\_\_\_  
Michael King Date

Approved by: City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

\_\_\_\_\_  
Stephen J. Salvatore Date  
City Manager

CONTRACTOR: <<CONTRACTOR NAME>>  
<<Street Address>>  
<<City, State, Zip>>

Fed ID # \_\_\_\_\_  
Business License # <<#####>>

\_\_\_\_\_  
Signature Date

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

**(END OF SECTION)**

**SECTION 00610**

**FY 2023-2024 ON-CALL ELECTRICAL SERVICES  
CUPCAA INFORMAL BID SOLICITATION**

**PERFORMANCE BOND**

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**NOT USED**

**(END OF SECTION)**



**SECTION 00620**

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

**PAYMENT (LABOR AND MATERIALS) BOND**

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**NOT USED**

**(END OF SECTION)**

**SECTION 00660**

**FY 2023-2024 ON-CALL ELECTRICAL SERVICES  
CUPCAA INFORMAL BID SOLICITATION**

**WORKER'S COMPENSATION CERTIFICATION**

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**WORKER'S COMPENSATION CERTIFICATION**

(AS REQUIRED BY SECTION 1861  
OF THE CALIFORNIA LABOR CODE)

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

Contractor: \_\_\_\_\_

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

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

**(END OF SECTION)**

**SECTION 00670**

**FY 2023-2024 ON-CALL ELECTRICAL SERVICES  
CUPCAA INFORMAL BID SOLICITATION**

**WARRANTY**

---

**NOT USED**

**(END OF SECTION)**

## ATTACHMENT A

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

SERVICE SPECIFICATIONS

### FY 2023-2024 ON-CALL ELECTRICAL SERVICES

#### A. PROCUREMENT OF SERVICES

##### EMERGENCY ON-CALL SERVICES

To request emergency electrical services, the City's Public Works Director or their designee will call the Contractor at a designated phone number provided by the Contractor to request subject services and provide a scope of work and location at which the services are to be provided. The Contractor will confirm receipt of the phone call, provide an Estimated Time of Arrival and cost estimate, and arrive at the requested location within four (4) hours from the time of City's phone call with all tools, materials and labor to prosecute the work to completion as soon as practicable thereafter.

##### SCHEDULED ON-CALL SERVICES

To request scheduled electrical services, the City's Public Works Director or their designee will contact the Contractor at a designated phone number or email provided by the Contractor to request subject services and provide a scope of work and location at which the services are to be provided. The Contractor will have up to 24 hours from the time of City's request for service to confirm receipt of the phone call and provide a cost estimate and an Estimated Time of Arrival within five (5) calendar days, by which the Contractor shall arrive at the requested location with all tools, materials, equipment and labor to prosecute the work to completion as soon as practicable thereafter.

Exceptions to the response time maximums may be made for situations involving a request for services requiring exceptional quantity or specialty of materials outside of that expected to be typically possessed and carried by the Contractor.

#### B. PERFORMANCE OF SERVICES

All work rendered as a function of this contract shall be performed in strict compliance with applicable sections of the most current versions of the California Building Code and the California Electric Code.

Contractor, all employees and Subcontractors performing work at City facilities as a function of this contract will be required to pass a Live Scan fingerprinting / criminal record check.

Contractor must maintain an active California Class C-10 – Electrical Contractor's license for the duration of all work that results from this Contract.

Contractor must obtain and maintain a City of Lathrop business license at the time of contract award and throughout the term of the contract. Business license information can be found on the City's website at: <https://www.ci.lathrop.ca.us/finance/page/business-license-tax>.

## ATTACHMENT A

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

SERVICE SPECIFICATIONS

Contractor shall supply all the following as necessary for each Task: labor, materials (unless directed otherwise by City), complete tools (wire pulling equipment, ladders, scaffolding, traffic control and other equipment typical to utility and structure electrical work), pickup truck, service / bucket truck.

Upon responding to the City's request for electrical services, the City will present the Contractor with an Electrical Services Task Order form. The Contractor and City's Designated Representative shall both sign the form to acknowledge the work requested, and the Contractor shall immediately begin prosecuting the assigned work to completion as quickly as practicable.

All sites proposed for services under this contract are working municipal facilities delivering or supporting essential City services. As such, Contractor shall cooperate with all City operations and City's contractors as directed by the City's Public Works Director or their designee.

### C. PAYMENT FOR SERVICES

All invoices for these services shall be accompanied by the associated Task Order form completed by the Contractor and signed by the City's Public Works Director or their designee.

### EMERGENCY ON-CALL SERVICES

The Contractor will be paid for a completed Task Order for Emergency Electrical Services based upon the rates submitted by the Contractor on its Bid schedule. Payment for services rendered pursuant to each Task Order shall be the sum of up to three of the following four components, as applicable:

1. Call-Out cost: product of number of hours submitted by Contractor in Table A- Minimum Hours for Emergency Call-Out and hourly labor rates (regular or after hours, as applicable) submitted by the Contractor on its Bid Schedule in Table 1 – Labor Rates PLUS product of number of hours submitted by Contractor in Table A- Minimum Hours for Emergency Call-Out and hourly vehicle rates (pickup and / or service truck, as applicable) submitted by the Contractor on its Bid Schedule in Table 2 – Vehicle Rates.

2. IF APPLICABLE: If additional labor hours beyond that declared by the Contractor in Table A – Minimum Hours for Emergency Call-Out are required to complete the Task: the product of the number of additional hours exceeding minimum hours worked and the hourly rates (regular and / or after hours, as applicable) submitted by the Contractor on its Bid Schedule in Table 1 – Labor Rates.

3. IF APPLICABLE: If additional vehicle hours beyond that declared by the Contractor in Table A – Minimum Hours for Emergency Call-Out are required to complete the Task: the product of the number of additional vehicle hours exceeding minimum hours and the hourly rates (pickup and / or service truck, as applicable) submitted by the Contractor on its Bid Schedule in Table 2 – Vehicle Rates.

## ATTACHMENT A

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

SERVICE SPECIFICATIONS

4. IF APPLICABLE: If materials are required to complete the work: the materials cost plus the product of the mark-up rate submitted by the Contractor on its Bid Schedule in Table 3 – Materials Mark-Up Rate and the Contractor’s cost for said materials. Contractor must provide the City with all receipts for materials purchased pursuant to a Task Order to receive payment for the materials.

If the Contractor’s time to complete the work does not exceed the number of hours entered by the Contractor in Table A- Minimum Hours for Emergency Call-Out, then cases #2 and #3, above, shall not apply, and Contractor will be paid for time and labor per #1, above, and if materials were supplied by the Contractor, #4, above.

### SCHEDULED ON-CALL SERVICES

The Contractor will be paid for a completed Task Order for Scheduled Electrical Services based upon labor and vehicle costs and if applicable, materials cost, per above. All Scheduled Services will require at least 8 hours of work; therefore, no minimum number of hours will be paid by the City for Scheduled Electrical Services.

### ALL ON-CALL SERVICES

Holiday: The term as used in the Bid Schedule includes any holiday designated within the City, State and Federal calendars.

Regular Hours: Work occurring between 6:00 AM and 6:00 PM

After Hours: Work occurring during hours outside of Regular Hours

These payments will be considered ample compensation for the Contractor’s mobilization, travel time to and from its base of operations and the site of requested on-call services, hours worked and materials markup cost, and no further compensation will be made.

### D. INVOICING FOR SERVICES

Invoicing shall be no more frequent than once a month for the services provided during the previous month and shall include billing for and a copy of each Task Order as signed by the Contractor and the City’s Public Works Director or their designee. Invoices must include the following:

- copy of each executed Task Order for which payment is requested
- invoice for services in order for payment to be processed
- if applicable, receipts for any materials purchased

The City will make payment to the Contractor within 30 days of receipt of a correct and complete invoice.

**ATTACHMENT A**

**FY 2023-2024 ON-CALL ELECTRICAL SERVICES  
CUPCAA INFORMAL BID SOLICITATION**

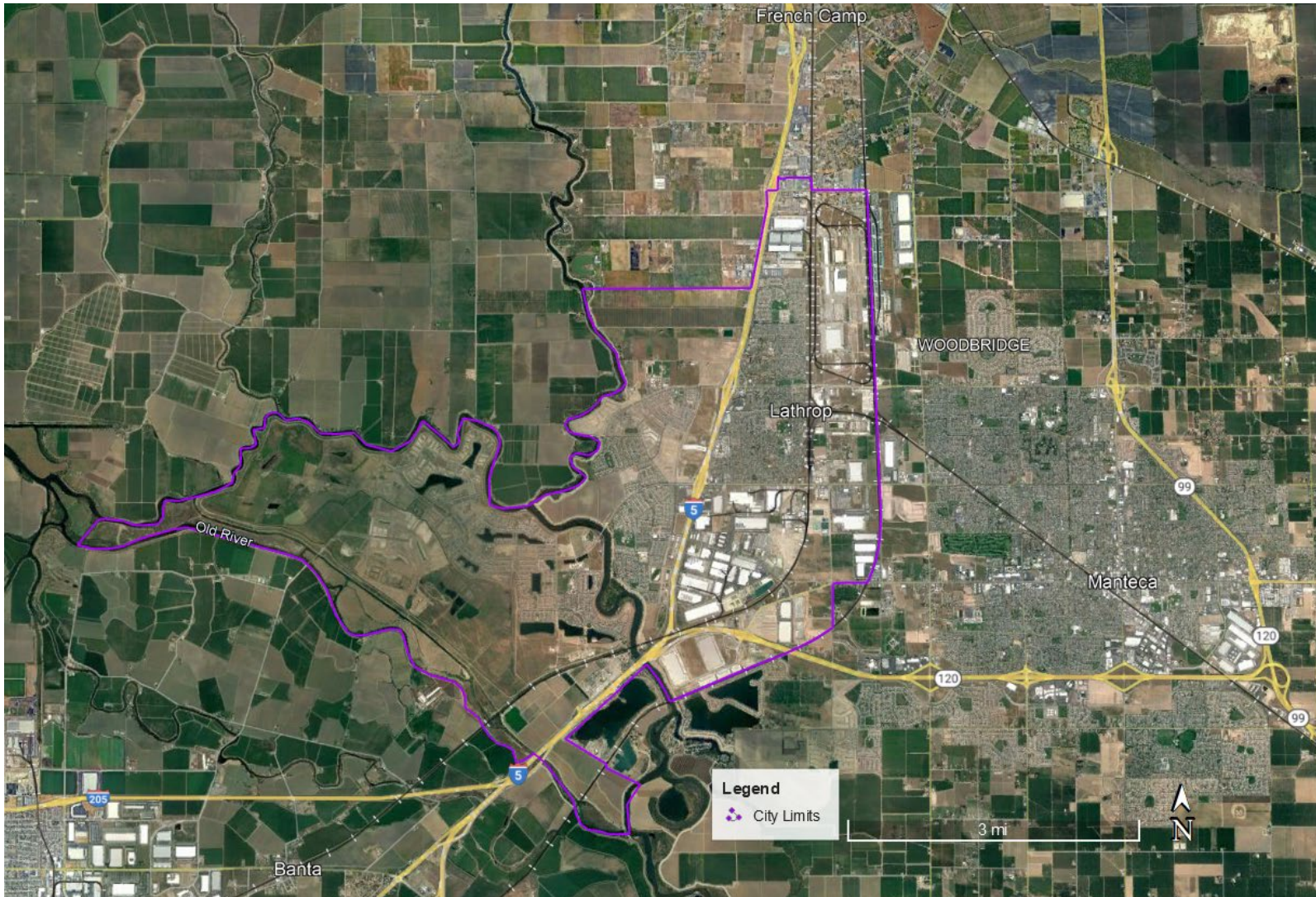
**SERVICE SPECIFICATIONS**

*(END OF SECTION)*

# ATTCHMENT B

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

CITY LIMITS MAP





ATTACHMENT C

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

TASK ORDER FORM

FY 2023/24 ON-CALL ELECTRICAL SERVICES TASK ORDER -- CITY OF LATHROP



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

TIME OF CALL: \_\_\_\_\_

CONTRACTOR ARRIVAL TIME: \_\_\_\_\_

ADDRESS OR LOCATION: \_\_\_\_\_

SERVICE REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR ACKNOWLEDGMENT**

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

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