



City of Glendale

PUBLIC WORKS DEPARTMENT

INVITATION FOR BIDS

FOR

**Citywide Maintenance and Repair of
Electrical Systems
2025**

Specification No. 3989

**Issue Date:
November 13, 2024**

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I. Introduction

A. Services Requested

Under this Invitation for Bids (“IFB”), the City of Glendale (“City”) on behalf of its Public Works Department / Facilities Management Division is soliciting Bids from suitably qualified Electrical Services Contractors (“Contractor”) to perform Electrical Services (“Services”) at all City facilities.

The Contractor will perform the Services according to:

- The Specifications, which are attached as **Exhibit A** to this IFB;
- The Services Time Schedule, which is attached as **Exhibit B** to this IFB;
- The instructions and requirements in this IFB; and
- The proposed Contract.

The City requires a well-managed and financially sound firm with demonstrated skills and technical ability— and high levels of customer service and satisfaction— to perform the Services and fulfill the requirements outlined in this IFB.

A potential Bidder should read this document in its entirety before preparing and submitting a Bid.

B. Definitions

In this IFB, the following words and phrases have the meaning ascribed to them below:

- ***Agreement / Contract*** The entire and integrated written agreement between the City and the Contractor that takes the place of prior negotiations, representations, or agreements, either written or oral.
- ***Bid*** The documents and other items that a Bidder submits in response to this IFB.
- ***Bidder*** The person, entity, or organization that submits a Bid in response to this IFB.
- ***City Project Manager*** The City’s designated representative for all issues related to the Project.
- ***Contractor*** The selected Bidder(s) to whom the City has awarded a Contract for the Project.
- ***IFB*** This Invitation for Bids and all of its attachments, including documents and other items from the City and relevant third parties.

- **Project** The entire Services described in this IFB. Services may constitute the whole or a part of the Project.
- **Services** The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:
 - Described in this IFB; and
 - Required by, and reasonably inferable from, the Contract— whether completed or partially completed.
- **Subcontractor** A contractor, supplier, vendor, person, entity, or organization whom Contractor hires, employs, or uses on Contractor’s behalf to provide, perform, or fulfill a portion of the Services.

C. Term of Services and Contract

The Services described in this IFB and in the proposed Contract are for a period of three (3) years, beginning on February 1, 2022 and ending on January 31, 2025.

D. Mandatory Qualifications

To be eligible to perform the Services, a Bidder must meet essential requirements for qualification, which the City will determine from the Bidder’s Qualification Statement. A Bidder must complete the Bidders Qualification Statement, a form that is contained in the City’s **Bid Forms** which accompany this IFB. As part of the Bidder’s Qualifications Statement, the Bid must provide satisfactory evidence that:

1. *The Bidder satisfactorily completed at least six (6) prevailing wage public contracts in California; each comparable in scope and scale to this Project, within the past five (5) years before the Bid Deadline and with a dollar value equal to or in excess of the Bid submitted for this Project.*
2. *The Bidder shall have all tools, equipment, personnel, training, and licenses needed to perform Electrical Services citywide.*

The City may reject a Bid as non-responsive if the Bid fails to document that Bidder meets the above qualification(s).

E. California Contractor License

The following requirement applies if the box is checked:

At the time of the Bid Deadline and at all times while Contractor performs the Services, including full completion of all corrective work during the Correction Period, the Bidder must possess a California contractor license or licenses, current and active, of the classification required for the Services, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of California’s Business and Professions Code. In compliance with California Public Contract Code Section 3300, the City has determined that the Bidder must possess the following license(s): “**C-10**.”

The successful Bidder will not receive a Contract if the successful Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers after the Contract's award that the Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may cancel the award, reject the Bid, and exercise any one or more of the remedies in the Contract, or this IFB, or both.

F. California Department of Industrial Relations (DIR) — Public Works Contractor Registration

The following requirement applies if the box is checked:

Beginning **July 1, 2014**, under the Public Works Contractor Registration Law (California Senate Bill No. 854 – See Labor Code Section 1725.5), contractors must register and meet requirements using the online application <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm> before bidding on public works contracts in California. The application also provides agencies that administer public works programs with a searchable database of qualified contractors. Application and renewal are completed online with a non-refundable fee of \$300. More information is available at the following links:

<http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html>

<http://www.dir.ca.gov/Public-Works/Contractors.html>

Beginning **April 1, 2015**, the City must award public works projects only to contractors and subcontractors who comply with the Public Works Contractor Registration Law.

Notice to Bidders and subcontractors:

- No contractor or subcontractor may be listed on a Bid or bid for a public works project (**submitted on or after March 1, 2015**) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for Bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (**awarded on or after April 1, 2015**) unless registered with the DIR pursuant to Labor Code section 1725.5.
- This Project is subject to compliance monitoring and enforcement by the DIR.
- The prime contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. Section 16451(d) for the notice that previously was required for projects monitored by the DIR Compliance Monitoring Unit.)

For all new projects awarded on or after April 1, 2015, contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

G. Prevailing Wages

The following requirement applies if the box is checked:

The Services in this IFB are subject to the provisions of California Labor Code Section 1720 and 1720.2. The successful Bidder awarded a Contract and all subcontractors of any tier must not pay less than the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Services. See **Exhibit C (“Prevailing Wage, Payroll Records, and Apprentice Requirements”)** for additional requirements.

H. Bid Security

The following requirement applies if this box is checked:

At its expense, a Bidder must obtain and submit with its Bid a “Bid Bond” (“bond”) or a Cashier’s Check (“check”) drawn on a solvent bank, payable to the City of Glendale, for

Ten Percent (10%) of Bid (Reference Bid Forms – **Exhibit E**)

The bond or check will serve as a guarantee on the part of the Bidder that if the City awards the Bidder a Contract, the Bidder will accept and enter into the Contract. For the bond, the Bidder must use the City’s form, entitled “Bid Bond.” See **Exhibit D (“Bid Bond Requirements and Form”)** for additional requirements and the Bid Bond form.

I. Performance Bond and Payment Bond

The following requirement applies if the box is checked:

At its expense, the successful Bidder must obtain and furnish a Performance Bond and a Labor/Materials (Payment) Bond, using the form[s] attached to the IFB, in an annual amount equal to twenty-five dollars (\$25,000). See **Exhibit E (“Performance Bond and Payment Bond Requirements and Forms”)** for additional requirements and the Bond form[s].

J. Insurance Requirements

At its expense, the successful Bidder must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of— and contains provisions entirely consistent with— all of the City’s “Insurance Requirements,” which are noted in **Exhibit F (“Insurance Requirements”)**. Evidence of the insurance coverages will need to be in place before a Contractor starts performing the Services. A Bidder must be prepared to meet all City insurance requirements (at no cost to the City), if the Bidder is awarded a Contract. The City will require certificates of insurance and additional insured endorsements when the successful Bidder submits a signed Contract to the City.

However, before a Bidder submits a Bid:

- ***A Bidder must give to its insurance company, or insurance agent, the “Insurance Requirements” in this IFB and the proposed Contract;***

- *The insurance company’s underwriter or agent then must complete the “Insurance Requirements Declaration” (Exhibit G) which states that the insurer’s underwriter or agent will furnish the City with the required insurance documents within fourteen (14) calendar days from the date that the City issues the selected Bidder a “Notice of Intent to Award Contract”; and*
- *The Bidder must submit the “Insurance Requirements Declaration” with its Bid. The City may reject any Bid made without this Declaration, or made with an incomplete Declaration form.*

K. Bidder’s Indemnification of the City

At its expense, a Bidder agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys’ fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- A Bidder’s submitting the Bid;
- The City’s accepting a Bidder’s Bid; or
- The City’s awarding a Contract to a Bidder in compliance with this IFB, or state, federal, or local laws.

L. City’s Project Representatives

The City Project Manager in charge of this Project is:

Kevin C. Todd, Assistant Director of Public Works
 City of Glendale
 Public Works Department
 633 E. Broadway, Room 307
 Glendale, CA 91206
 Telephone: 818-548-3970
 Email: ktodd@glendaleca.gov

The executive in charge is Daniel Hernandez, Interim Director of Public Works.

M. About the City of Glendale

Glendale is the fourth largest city in Los Angeles County, has a current population of approximately 196,021 people (U.S. Census Update: 2013), and spans approximately 30.6 square miles.

The City incorporated on February 16, 1906, and as a Charter city, Glendale voters determine how the city government is organized and governed. A Council-Manager form of government manages Glendale. Five council members are elected at large to serve 4-year terms. Each year Council selects one member to serve as Mayor. The City Manager serves as the Chief Executive Officer.

The City's Mission Statement is:

The City of Glendale delivers exceptional customer service through precision execution and innovative leadership.

As a premier City anchored in pride of civic ownership, Glendale's success is realized through a community that is safe, prosperous, and rich in cultural offerings. The City accomplishes its mission and realizes its vision by providing emphasis on: fiscal responsibility; exceptional customer service; economic vibrancy; informed & engaged community; safe & healthy community; balanced, quality housing; community services & facilities; infrastructure & mobility; arts & culture; sustainability.

Glendale prides itself on the quality of services it provides to the community. As a full-service City, each of the 14 departments strives to provide the highest quality of service to Glendale residents, businesses, and visitors. These departments include: Administrative Services; City Attorney; City Clerk; Community Development; City Treasurer; Community Services & Parks; Fire; Glendale Water & Power; Human Resources; Information Services; Library, Arts & Culture; Management Services; Police; and Public Works.

II. IFB Process

A. Schedule of Events

The following events will take place in this Project (See further explanations, below):

EVENT	RESPONSIBILITY	DATE
IFB Distribution	City	November 13
RSVP	Bidder	December 3
Mandatory Pre-Bid Job Walk	City	December 4
Last Day to Submit Interim Questions	Bidder	December 10
Bids Due	Bidder	December 18
Public Bid Opening	City	December 18
Anticipated Day for Award of Contract or Rejection of Bids	City	January 2025

B. IFB Distribution

A prospective Bidder may receive this IFB by email, or in person at 633 E. Broadway, Room 307 in Glendale. Distribution of the IFB in no way represents the City's acceptance of a Bidder's qualifications, reputation, or ability to perform the Services.

C. Mandatory Pre-Bid Job Walk

A Pre-Bid Job Walk will be held on Tuesday, December 4 at 8AM, at Perkins Building, Community Room on the 1st Floor, 141 N. Glendale Avenue, Glendale, California 91206.

Attendance at this Job Walk is mandatory. If a Bidder is unable to attend, a representative of the bidding company must be present. Failure to do so may result in rejection of a Bid. Attendees or their representatives will be required to sign-in at the Job Walk. Check in at Perkins Building Community Room on the 1st Floor.

All contractors planning to attend the mandatory Job Walk shall RSVP by 4PM on December 3 by email to bsojobi@glendaleca.gov.

The purpose of this Job Walk is to ensure that Bidders have adequate information to respond fully and comprehensively to the City's requirements. During the Job Walk, City staff will discuss with prospective Bidders the Services to be performed and answer questions arising from Bidders' initial review of this IFB. Before the Job Walk takes place, Bidders should review the IFB thoroughly and should be familiar with its content, as well as the City's functional and technical requirements.

D. Bid Deadline and Bid Submission

The City must receive the Bid between **1PM and 2PM on Wednesday, December 18.** ***A Bid received after this date and time will be considered non-responsive and the City will return the Bid, unopened.***

A Bid must be submitted on the attached Bid Forms. ***Oral, telephonic, facsimile, or electronically transmitted (email) Bids are invalid and the City will not accept or consider them.***

A Bidder must submit **three (3)** printed Bid documents (consisting of **one (1) original** and **two (2) copies**) in a sealed, clearly labeled envelope (or box). A Bid may be delivered in person, by courier or package delivery service before 2PM time window.

The Bid must be clearly marked **“IFB ELECTRICAL SERVICES 2025 Bid”** and addressed to:

City of Glendale
City Clerk's Office
Attention: Kevin C. Todd
613 E. Broadway, Room 110
Glendale, CA 91206

E. Interim Inquiries and Responses; Interpretation or Correction of IFB

If a Bidder has any question about this IFB, the proposed Contract, or the Scope of Services— or if a Bidder finds any error, inconsistency, or ambiguity in the IFB, or the proposed Contract, or both— the Bidder must make a “Request for Clarification” before submitting its Bid.

The Bidder must submit a Request for Clarification in writing— by letter or email with “Request for Clarification” in the subject line to:

Bolaji Sojobi, Sr. P.W. Management Analyst
City of Glendale Facilities Management Division
633 E. Broadway, Room 307
Glendale, CA 91206
Email: bsojobi@glendaleca.gov

The City must receive the Request for Clarification on or before 3PM on December 10, 2024.

If necessary, the City will make clarifications, interpretations, corrections, or changes to the IFB, or the proposed Contract, or both, in writing by issuing Addenda, as described in Section II.F (below). A Bidder must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the IFB and the proposed

Contract, that are made verbally or in a manner other than a written advisory from the City.

F. Addenda

The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Bidders whom the City knows have received the IFB and have provided an email address for receipt of Addenda. The IFB and any addenda will be made available for viewing at the Facilities Management Office. The City cannot guarantee that all Bidders will receive all Addenda.

At any time before the “Bid Deadline” (Section II.D of this IFB), the City may issue Addenda withdrawing the IFB or postponing the Bid Deadline. However, if any Addenda results in a material change to this IFB, or the proposed Contract, or both, the City reserves the right to extend the Bid Deadline by issuing an Addendum to Interested Bidders no later than 72 hours prior to the Bid Deadline.

The City will treat transmittal of Addenda to potential Bidders *by U.S. mail or email* as sufficient notice of the changes made by the City.

G. Opening and Evaluation of Bids

The Bid Opening will take place in the **City Council Chamber, located at 613 E. Broadway, Glendale, California 91206.**

Bid Opening and Tabulation. The Bids shall be opened and read in public after the Bid Deadline has expired at the time and location specified above. A tabulation of all Bids received will be available for public inspection at the City Clerk’s Office, 613 E. Broadway, Room 110, Glendale, CA by appointment during regular business hours for a period of not less than thirty (30) calendar days following the Bid Deadline. The City reserves the right to accept or reject any or all Bids and be the sole judge regarding the suitability of the products, services or supplies offered; and/or to waive any irregularities or informalities in any Bids or in the bidding process. The City further reserves the right to purchase all or fewer than all items or quantities of each item listed in the Bidding Documents. The award of the Contract, if made by the City, shall be to the lowest responsive and responsible Bidder.

1. Evaluation of Bids

- a. **Mandatory Qualifications.** A Bid may be rejected as non-responsive if the Bidder fails to document in the Bid that Bidder meets the essential requirements for qualification described in the Invitation for Bids (IFB). In filling out the Experience Form (**Exhibit C of the attached BID FORMS**), each Bidder must establish that Bidder has the required experience as set forth in the Mandatory Qualifications. The City’s disqualification of a Subcontractor listed for the Work does not disqualify a Bidder. However, prior to and as a condition to award

of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor — without an adjustment of the Bid Price.

- b. Responsive Bid. A responsive Bid is a Bid which conforms, in all material respects, to the Bidding Documents.
- c. Responsible Bidder. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the Contract Documents.
- d. Competency of Bidders. In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public works for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, safety record and protocols and other factors which could affect the Bidder's performance of the Work.

2. Optional Post-Bid Interviews. The **apparent low, second low, and third low Bidders** may be asked to attend a Post Bid Interview to review the completeness and accuracy of their Bids and qualifications to perform the Work. Upon City's request, such Bidders will be required to submit a detailed phasing plan, a Preliminary Schedule of Values for Payment equal to the Bid price, schedule of submittals, and confirmation of key personnel who will be dedicated to the Project for the duration of the Work. The detailed phasing plan will be reviewed and the qualifications of listed specialty contractors will be discussed. The Schedule of Values for Payment shall include separate line items for direct jobsite general conditions costs, field office overhead, and home office overhead and such other information as the City may require.

3. Award of Contract

The City reserves the right to reject any or all Bids and to waive any or all information or technical defects, as the interest of the City may require. Award of Contract or rejection of Bids will be made by the City within ninety (90) calendar days following the Bid Deadline. City Council meetings are regularly scheduled on Tuesday evenings.

4. Basis of Award

A Contract will be awarded to the lowest responsive and responsible Bidder meeting all requirements set forth in these Bidding Documents.

City will determine the lowest Bid price based on the sum of the Hourly Rates multiplied by the estimated number of hours and scenarios as indicated in column B of **Exhibit F** for As-Needed services.

In making the determination as to lowest responsive and responsible Bidder, the following criteria will apply:

- a. Qualifications of Bidder: The Bidder shall be a qualified Bidder as required in Section II.G.1, above, and as otherwise required in the Contract Documents.
- b. Responsive Bid: The Bidder's Bid shall be responsive to the requirements of the Contract Documents. As stated elsewhere, the City reserves the right to waive any informalities or technical defects of the Bid as the best interests of the City may require.

5. Execution of Contract

Within fourteen (14) calendar days after the City's Notice of Award of the Contract, Contractor shall deliver to the City the following documents:

- a. Three (3) copies of the Contract in the form included herein, properly executed by Contractor and, if the Contractor is a corporation, evidence of its corporate existence and that the persons signing the Contract are authorized to do so. All signatures must be notarized.
- b. Properly executed copies of the (a) Performance Bond and (b) Labor and Material (Payment) Bond in accordance with the requirements and forms set forth in **Exhibit D** and **Exhibit E**. All signatures must be notarized.
- c. Properly executed policies of (a) the Commercial General Liability Insurance, (b) the Automotive Liability Insurance, (c) the Excess or Liability Insurance, (d) the Waiver of Subrogation Clause, (e) Professional Liability, if required, and (f) the corresponding endorsements for each policy in accordance with the requirements set forth in **Exhibit F**.

In the event that the fourteenth calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the aforesaid documents shall be delivered by the following Working Day.

After receipt of said documents within said time period or any extension thereof granted by the City, the City shall execute the Contract and return one (1) of said three (3) copies to Contractor for his/her files.

H. Bid Protest Procedures

Any Bidder submitting a Bid directly to the City and eligible for award of the Contract may file a protest if the Bidder complies with all of the following requirements and conditions:

1. The Bid protest is in writing;
2. A protest based upon alleged defects or improprieties in the Contract Documents is filed with the City prior to the Bid Deadline;
3. All other protests are filed and received by the City no more than five (5) calendar days following the Notice of Intent to Award the Contract; and
4. The written Bid protest sets forth, in detail, all grounds for the Bid protest, including without limitation: all facts, supporting documentation, legal authorities, and argument in support of the grounds for the Bid protest. All factual contentions must be supported by competent, admissible, and credible evidence.

Any matters not set forth in the written Bid protest will be deemed waived. Any Bid protest not conforming to the foregoing requirements and conditions will be rejected by the City as invalid. The City's decision on the protest will be made by the Director of Public Works.

If a dispute arises out of the City's acceptance of a Bid, the Bidder receiving award of the contract shall indemnify, defend (with counsel acceptable to City), and hold harmless the City, its City Council members, employees, and agents from liability, claims, demands, damages and costs arising therefrom.

III. General Requirements and Instructions

A. Examination of Documents

Before submitting a Bid, a Bidder must:

- Thoroughly examine the IFB. A thorough review of this IFB is critical to obtaining an in-depth understanding of the requirements of this IFB.
- Make all necessary investigations (including the location of the Services), examine documents, and understand the Specifications (**Exhibit A**), and the Services Time Schedule (**Exhibit B**).
- Be able to furnish the City with valid:
 - Performance Bond and Payment Bond in compliance with the Bonding Requirements described in **Exhibit E**; and
 - Insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements described in **Exhibit F**.

B. Bidder's Representations in the Response

By submitting a Bid, a Bidder represents that:

- The IFB is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the Services required in this Project;
- The Bidder has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting City sites and facilities for this Project;
- The Bidder is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Bidder's services or costs;
- The Bid is an irrevocable offer for a period of at least ninety (90) calendar days following the City's opening of all Bids; and
- The Bidder is, and will be, in compliance with the IFB's requirements, terms, and conditions.

C. Withdrawal of a Bid

Bidder may withdraw its Bid either personally or by written request any time prior to the scheduled Bid Deadline by notice to the City's Contact Person designated in the Notice Inviting Bids. If such notice is written, it shall be signed by the Bidder and shall be date-stamped and time-stamped by the City upon receipt. Withdrawn Bids may be resubmitted before the Bid Deadline provided that they are in full conformance with these Instructions to Bidders. Once submitted, all Bids are irrevocable, except as

otherwise provided by law. Requests for withdrawal of Bids after the Bid Deadline shall be made only in accordance with California Public Contract Code Sections 5100, et seq. Bidder agrees by submitting a Bid that such Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of ninety (90) days after Bid Deadline.

D. Bid Preparation Expenses

Expenses for preparing a bid are entirely the responsibility of the Bidder and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by the Bidder in:

- Preparing its Bid in response to this IFB.
- Negotiating with the City any matter related to the Bid.
- Any other expense incurred by the Bidder before the date of award of the Contract for this IFB.

E. Using the Attached Bid Forms

“Bid Forms” (**Exhibit A to L**) are attached to this IFB. A Bidder must submit its Bid only on those forms. With its Bid, the Bidder must submit various attachments that are further described in the Bid Forms.

The Bidder must fill in the blanks on the Bid Forms, using a software forms filler or printing legibly in ink. When answering the Bid Forms’ questions, the Bidder must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Bidder must respond to the Bid Forms’ questions with all applicable information, in order for the City to consider the Bid as “responsive.”

If a Bidder fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Bid as “non-responsive.”

The Bidder must place initials next to all interlineations, alterations, and erasures on the Bid Forms.

The Bidder must not modify or qualify the Bid Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Bid will render it informal and may cause its rejection.

F. Identifying Proprietary Information; Public Records Act

A Bidder must identify and list all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Bidder included in its Bid which the Bidder believes should be exempt from disclosure under California’s Public Records Act, Government Code Sections 7920.000, et seq. (**Exhibit I of the attached BID FORMS**).

By listing the documents, the Bidder agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City's refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Bidder who fails to identify documents that the Bidder believes should be exempt from disclosure as having waived its right to an exemption from disclosure, as the Public Records Act provides.

G. Declaration of Non-collusion

As part of the certifications (Bid Form **Exhibit A**), the Bidder shall sign, under penalty of perjury, certifying that the Bid is not the result of and has not been influenced by collusion. Bidder shall not omit or modify this certification to its Bid. Any Bid made without such declaration, or believed to be made in violation of the requirements set forth in the Bid Forms, may be rejected.

H. Signature(s)

The person or persons legally authorized to bind the Bidder to the IFB must sign the Bid in ink. The individuals signing the Bid must represent that they are authorized to bind the Bidder's legal entity.

- A corporation must execute the Bid by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Bid by all of its partners. After each signature, each partner must list a residential address or the firm's address, either of which must include the state, zip code, and telephone number.
- If the Bidder is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Bid.
- An individual signing a Bid as an agent of another or others must attach to the Bid evidence of that person's legal authority to sign on behalf of another or others.

EXHIBIT A

Specifications

Electrical Services at Various City of Glendale Locations.

SECTION I

GENERAL CONDITIONS

1.1 CITY PERSONNEL

1.1.1 CITY REPRESENTATIVE

The City shall designate an employee of The City as The City Representative who shall act on behalf of The City with respect to all aspects of this Contract. The City shall designate The City Representative in writing within ten (10) Calendar days after the execution of this Contract and shall promptly notify The Contractor in writing if The City Representative is changed.

The administration of this Contract is vested wholly in The City Representative. The City Representative shall have day-to-day authority to require The Contractor to comply with all provisions of this Contract.

The City Representative does not have the authority to adjust the compensation, to amend the contract, to waive any provision of the contract, to approve invoices in excess of the contract amount, or to increase the contract not to exceed amount.

The Contractor shall provide The City Representative free and easy access to inspect and measure the manner and progress of the Services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies and all other materials used in the performance of the Services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the Services or employees of The Contractor, but to assure that all Services meet the requirements of the Contract.

The City Representative shall decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies and all other materials and methods and procedures used in the performance of the Services with regard to the requirements included herein. The City Representative shall decide all questions which may arise as to the interpretation of the Contract Documents relative to the Services and the fulfillment of the Contract on the part of The Contractor.

The City Representative will determine the amount and quality of the several kinds of Services performed and materials furnished which are to be paid for under this Contract.

The City Representative shall have the authority to require The Contractor to make temporary changes in the assignment of Services, tasks and task frequencies if such changes do not affect the unit prices contained in the Bid Form. Such temporary changes shall not affect the amount of payment to The Contractor.

The City Representative reserves the right to demand full conformance with the terms and conditions of this contract by The Contractor and The Contractor's employees. The Contractor agrees to respond to any complaints or concerns by The City Representative pertaining to its employees' performance under this contract and to take appropriate action to remedy any such complaints or concerns regarding The Contractor's employees in a timely manner. The City Representative shall have the authority to take appropriate corrective action up to and including removal of The Contractor's employees from a work area in the event that The Contract Representative is not available to take the appropriate action himself until such time as The Contractor is available to, and does remedy the concern or complaint regarding The Contractor's employee(s).

One or more employees of The City may be designated by The City Representative to monitor and inspect the performance and progress of the Services provided under this Contract.

The City Representative shall in no instance have the authority to act as foreman or supervisor for The Contractor and shall not interfere with The Contractor in the supervision or direction of the employees of The Contractor, unless The Contractor or his designee is not available, then The City Representative shall have the authority to take appropriate action as outlined in section 3.

Any advice provided to The Contractor by The City Representative shall in no way be construed as binding upon The City, or release The Contractor from fulfilling the provisions of the Contract.

1.2 CONTRACT PERSONNEL

1.2.1 CONTRACT REPRESENTATIVE

The Contractor shall provide a Contract Representative, acceptable to The City Representative. The Contract Representative shall remain consistent for the duration of this contract. The Contract Representative shall have full authority to act for The Contractor at all times to carry out the provisions of this Contract.

The Contract Representative shall ensure that sufficient inspections are made to guarantee the Services are performed as specified. In addition to these inspections, The Contract Representative shall perform and submit written inspections of designated equipment upon the request of The City Representatives.

The Contract Representative, or designee shall be on-call at all times for emergencies and must be able to report within twenty-four (24) hours to any of the locations covered by this contract. The Contract Representative shall make himself or herself available to The City Representative to discuss performance of the Services or other provisions of this contract at any time.

The Contract Representative shall be adequately trained in the compliance of all applicable OSHA, EPA, AQMD, and other Federal, State and Local laws and regulations regarding materials and equipment that may be encountered in the performance of the Services.

1.2.2 UNIFORMS

The Contractor shall ensure all of its employees are clean, neat, and appropriately attired with uniforms (i.e. company identification) and work shoes at all times during the performance of the Services. Contractor shall ensure all technicians have Personal Protective Equipment such as; Hard hats, ear plugs, eye protection, hand protection, and others as required at every service call.

1.2.3 LABOR ACTIVITY

The Contractor shall be responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for adjusting all of the disputes between itself and its employees or any union representing such employees. Whenever The Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, The Contractor shall immediately give written notice thereof to The City. No union meetings are permitted on City property.

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against The Contractor which results in the curtailment or discontinuation of Services provided hereunder, The City shall have the right during said period to employ any means legally permissible to have the Services provided

1.3 COMPENSATION

1.3.1 CHANGE IN SERVICES

The Facilities Management Administrator shall have the right to increase and/or decrease the required Services by providing written notification to The Contractor. Adjustments that increase or decrease the overall contract value shall require the execution of a Change Order.

1.3.2 COMPENSATION FOR WORK, AND PROJECTS

Payment will be made to The Contractor for Services as defined herein after approval of each invoice, based upon satisfactory completion of Services. The price for SERVICES shall not exceed the maximum amount shown on all Bid FORMS for these Services, unless changes in the Services provided are made and approved in advance by The City. Payment for Services will be made in conformance with the SERVICES CHARGES shown in the Schedule of Values (**Exhibit F of the attached BID FORMS**). The City reserves the right to make increases and decreases in the SERVICES as it sees fit.

Payment will be made to The Contractor for additional services which were authorized in writing by, and successfully completed to the satisfaction of the Facility Management Administrator. No payment will be made for Services not completed. The amount payable to the Contractor for Services completed will be in accordance with the Bid Form.

1.3.3 COMPENSATION ESCALATION FOR ADDITIONAL CONTRACT TERMS

Prices listed on the Schedule of Values shall be fixed for the first year of service. Annual cost escalation shall be limited to 3%.

1.3.4 NON-PERFORMANCE OF SERVICES

Services shall be considered not to have been performed when, in the judgment of The City Representative, any one or more of the following conditions exist:

- The Services in an area were not performed in strict accordance with the Scope of Work or were not performed at the specified frequency.
- The Services were not performed within the scheduled time.
- The employee performing the Services does not report property damage or operational issues.
- The employees performing the Services were not uniformed in accordance with the requirements of the Special Conditions.

Projects shall be considered not to have been performed when, in the judgment of The City Representative, any of the following conditions exist:

- The Project was not performed in accordance with Project Performance Standards. The Project was not performed within the time period specified in the Project Work Order.
- The Project as requested by written work order was not completed in its entirety.
- The completed work order was not provided.

1.3.5 NON-PERFORMANCE OF SERVICES/LIQUIDATED DAMAGES

In the event of non-performance of Services by The Contractor, The City Representative shall have the right to exercise one of the following options:

The Contractor shall correct such item of non-performance within 24 hours upon notification by The City, and The City shall make no deductions for such item of nonperformance.

The City shall correct the item of non-performance by using another Contractor, City staff, or by any means it deems necessary and reasonable. Direct cost incurred by The City for the correction of the item of non-performance including a reasonable amount for the cost of the time of the employees of The City involved in such correction shall be deducted from payments made to The Contractor.

The City shall allow the non-performance to remain uncorrected and shall make a deduction from payments to The Contractor in accordance with the following paragraphs in this section.

An instance of non-performance by The Contractor will result in a verbal warning from The City. After a verbal warning(s), a written warning will be given. In the event the non-performance continues, additional written warnings may be issued. If The Contractor receives a written warning, The City may assess \$500 in liquidated damages*. Each subsequent written warning, for the same issue, will carry a cost for liquidated damages* in the amount of \$1000 per week.

The dollar amount assessed for liquidated damages* will be subtracted from the amount due on the invoice immediately following written notification of non-performance. Warnings may be assessed over the entire contract period regardless of location. Continued incidences of non-performance may result in the contract being cancelled by The City. Examples of non-performance of services include but are not limited to Contractor not satisfactorily completing all items specified in the Scope of Work.

Such incidents of non-performance will be considered unresponsive and unacceptable.

*Execution of the Contract shall constitute agreement by the City of Glendale and the Contractor that this represents the minimum value of the costs and actual damage caused by the failure of The Contractor to meet performance requirements. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such non-performance occurs.

1.4 INVOICES

1.4.1 PROJECT WORK ORDER

The City Representative or his/her designee shall contact The Contractor to schedule all work. A Project Work Order may be issued by The City Representative directing The Contractor to perform additional services. The City Representative shall have the unilateral right to delay, modify, or cancel such Project Work Orders.

1.4.2 STATEMENTS AND INVOICES

The Contractor shall submit invoices for services, within 30 days of service, along with copy of the related work order. Invoices for Special Services shall be submitted as services are completed along with the work report. Invoices shall be submitted on the City's web portal at <https://www.glendaleca.gov/government/departments/finance/accounting/invoice-submittal>

Properly documented and substantiated invoices shall be processed within thirty (30) days. Those invoices not acceptable to The City Representative shall be returned to The Contractor for correction and subsequent resubmittal for payment.

Invoices shall bear the correct Purchase Order (PO) number, shall include detailed statements for Services, Project Services, and reimbursable items. Contractor shall submit separate, itemized work reports for each facility and service performed.

The City Representative may at any time request certified time records from The Contractor for verification.

The City Representative may request proof of invoices paid by Contractor to materials supplier or subcontractors.

Invoices shall be submitted within thirty (30) days of job completion. Invoices submitted after ninety (90) days shall not be accepted for processing.

At the end of every quarter, Contractor shall submit the current Aging Report showing outstanding invoices, if any, to the City Representative.

1.5 GENERAL

1.5.1 CHANGES TO CONTRACT DOCUMENTS

Any changes, additions, deletions, or modifications of any type to the Agreement or General Conditions shall be made only by written Amendment and signed by The Contractor and The City.

The City may from time to time, without invalidating the Contract, modify the Contract by adding, deleting, or changing any one or all of the following areas to the Contract: Services, Special Conditions, and/or Specifications. All such changes shall be ordered by means of a Written Change Order. Any changes in the Compensation to The Contractor resulting from such Change Orders shall be agreed upon by The City and The Contractor.

1.5.2 CONTRACTOR'S ACCESS

Access routes, entrance gates, or doors, parking and storage areas, etc. and any imposed time limitations on The Contractor shall be designated by The City Representative. The Contractor shall conduct its operations in strict observation of the access routes and other areas established as described above. The Contractor shall ensure that under no circumstances shall any of the employees of The Contractor enter or move upon any area not authorized by The City Representative for access by The Contractor.

The City shall give The Contractor's personnel reasonable access to the areas where the Services are to be performed to the extent necessary or appropriate for the performance of said Services hereunder subject, however, to The City's security and safety rules and regulations. The City shall arrange for access to buildings, including the provision of keys or access cards as required by The Contractor to perform Services in accordance with Section 3.

1.5.3 DISCLOSURE OF INFORMATION

The Contractor agrees that it will not during or after the term of this Contract disclose any proprietary information or confidential business information of The City, including but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, association or other entity or to the general public for any reason or purpose whatsoever without the prior written consent of The City. Such confidential or proprietary information received by The Contractor shall be used by it exclusively in connection with the performance of the Services.

The Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by The Contractor hereunder or mentioning or implying the name of The City, its subsidiaries or affiliated companies or their respective personnel, without the prior written consent of The City.

1.5.4 KEY CONTROL

The Contractor shall adequately secure the keys, key cards, other entry devices and codes provided by The City. The Contractor shall return the keys and/or key cards to FMD Office by the end of the day's business.

The Contractor shall immediately report any key or key card which becomes lost, missing or stolen to The City Representative. Should The Contractor lose or have stolen any keys, entry cards, other entry devices or entry codes issued to The Contractor by The City, the cost of changing locks, keys, entry cards, other devices or entry codes to buildings, rooms or areas accessible by the lost or stolen keys will be deducted from The Contractor's invoice to The City for the Work performed under this Contract.

The Contractor shall physically present all keys, entry cards and other entry devices for verification upon request of The City Representative.

Loss of a building key, or entry card, or any other entry device supplied to The Contractor may result in a verbal warning, and liquidated damages being assessed. The City reserves the right to charge The Contractor to recover costs in rectifying any loss of keys, entry card or any other entry device.

1.5.5 PERFORMANCE OF THE SERVICES

The Contractor shall be responsible for the complete and timely performance of all the Services under this Contract and for all manner and type of tools, chemicals, equipment, supplies and materials of every description required to successfully perform all Services under this Contract. The Specifications and Schedule of Services are set forth in **Exhibits A and B**, and Bid Forms (**Exhibits A to L**).

1.5.6 CONTRACT DOCUMENTS

Specifications showing general outlines and details necessary for a comprehensive understanding of the Services form a part of the Contract Documents. All Services under the Contract shall be performed in all respects in strict compliance with the requirements of these Specifications.

The Specifications and all other provisions of the Contract Documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all.

The Contractor will be supplied with one (1) copy of the executed Contract Documents.

1.5.7 SECURITY AND IDENTIFICATION

The Contractor shall take all measures necessary to comply and to ensure the employees of The Contractor comply with the security rules and regulations of The City and all applicable Federal, State and local rules, laws and regulations.

The Contractor shall ensure that employees serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on The City's premises or during working hours, or in any manner when to do so would in any way affect the performance of the Services, and shall not use alcohol on The City's premises nor preceding their work shift when to do so would in any way affect the performance of the Services.

Additionally, the Contractor shall attest in writing that a background check to the extent allowed by law has been conducted on each employee within four (4) weeks of initial

employment. Workers assigned to perform services at the Fire and Police Departments may be required to be fingerprinted by the Glendale Police Department. Information revealed may result in the employee in question being removed from the Contract.

The City shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the Services. The Contractor shall furnish in writing such information to the extent allowed by law within 7 calendar days after receipt of written request from The City Representative. The City reserves the right to conduct its own investigation of any employee of The Contractor.

The Contractor is responsible to ensure that all of its employees performing hereunder are competent, orderly and professional at all times. If any employee of The Contractor, in the opinion of The City, is not performing the Services in a proper manner, or is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of The City, The City shall bring such complaints or concerns to the attention of The Contractor and The Contractor agrees to remedy any such complaint or concern in a timely manner. Until such time as The Contractor takes action to remedy any complaint or concern regarding its employees, The City Representative reserves the right to have such employee removed from its premises and access restricted. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by The Contractor. The Contractor shall at all times remain responsible for the control of, and disciplinary action against its own employees. Additionally, The Contractor shall keep time records for each of its employees of hours actually worked.

The Contractor shall ensure that lost, or apparently lost articles, that are found by The Contractor's employees be turned in immediately to The City Representative.

Upon termination or transfer of any employee of The Contractor, The Contractor shall immediately notify The City Representative in writing of such termination or transfer, and shall immediately obtain and void all identification badges, keys or other items that would allow the terminated or transferred employee to gain access to any City of Glendale facility or property.

The Contractor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, telephones, storage containers, desks, etc. or entering into any area unless required in the performance of the Services.

The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of The Contractor complies with all applicable provisions of the Contract and all site rules and practices of The City.

Failure to comply with items in this section may result in a warning for non-performance or termination.

1.5.8 SOLICITATION

The Contractor shall not provide and shall not solicit any Services in the facilities or on

the properties of The City other than that which is defined in this Contract. The Contractor shall establish, implement, and maintain procedures and controls adequate to prevent its employees from providing any services other than that which is defined in this contract or soliciting or accepting any gratuities in the facilities of The City.

1.5.9 WORK ORDERS

Contractor shall provide completed work orders after service or repairs have been performed. Work orders shall accurately indicate the location where the service was performed, type of service performed, date of service performed, and date of next scheduled service. Work orders shall also include time in/out of work site, technician's name, work done, parts used, and recommendations. Contractor shall submit or mail work orders to the Public Works Facilities Management Division, 633 E. Broadway Room 307, Glendale, CA 91206, along with the invoice.

1.6 MISCELLANEOUS

1.6.1 NEEDED REPAIRS

The Contractor shall promptly notify the City Representative of needed repairs and/or damage to fixtures, building and appurtenances observed during the performance of the Services. Any item of a critical, priority, or emergency nature will be verbally reported immediately upon discovery.

1.7 CONTRACTOR'S SPACE AND SUPPLIES

1.7.1 DELIVERY OF SUPPLIES

The Contractor shall schedule its own supply deliveries and the supply deliveries of its vendors during times that cause minimum disruption and inconvenience to The City's operations. The City Representative shall have the unilateral right to define certain times during each twenty-four-hour period when deliveries will be prohibited. Empty boxes must be broken down and recycled. Pallets must be removed from City property.

SECTION II SCOPE OF SERVICES

2.1 GENERAL

Contractor shall:

- Document all tasks performed during visit and report observations to City representative.
- Check with City representative, prior to services being performed, for operational deficiencies.
- Perform all work in accordance with City, Contractor, OSHA, NEC, Industry Standard rules, regulations, and safety procedures.
- Service and repair all systems and equipment per manufacturer's recommendations.
- Remove all extra material and debris from the work site.
- Leave equipment and work site clean.
- Provide Journey Level technicians that are formally trained, certified, and experienced, with the City's type of electrical systems.
- Provide written proposals for all services rendered.
- Contractor shall use only Original Equipment Manufacturer (OEM) parts and materials and or compatible parts and materials that are approved by the OEM.

Contractor shall provide all labor, materials, and equipment to perform comprehensive electrical services including, but not limited to:

- Voltages up to 600 volts
- General wiring and cabling
- Cable pulling and splicing
- Trenching
- Boring
- Concrete foundations
- Switches, dimmers, and outlets (interior and exterior)
- Conduit installation (rigid and flex)
- Permits
- Title 24, including calculations
- Booms, lifts, cranes
- Electric motors up to 50 horsepower
- Generators up to 1200kva
- Transfer switches
- UPS systems
- Circuit breakers and programming
- Switch gear and panels
- Commercial/ Industrial/ Architectural system
- Hazardous environment fixtures: e.g. CNG, sewer, garages, etc.
- Post light poles and fixtures up to 35 feet
- Light bulbs, lamps, ballasts, lenses
- Lighting: LED, Florescent, Halogen, Induction, HID, HPS
- Interior, exterior and landscape lighting and electrical
- Load balancing
- Photometric studies
- Exit signs, building signs, marquees
- Lighting control panels
- Focusing lamps

- Transformers up to 250kva
- Battery chargers
- Inverters
- Relays
- Variable Frequency Drives
- Air conditioning systems
- Solar Panels and systems
- Appliance installation
- Circuit breakers and programming
- Switch gear and panels
- Commercial/ Industrial/ Architectural system
- Labeling
- Support various controls system: e.g. fire alarm, elevators, etc.
- EV Charging Stations
- Coordinate issues with equipment manufacturer.
- Check motor volts, amps, speed
- Meg compressor motor
- Concealed electrical locating: microwave, x-ray, etc.
- Code compliance
- Safety and protection including people and property

* The above scope of work is intended to be a summary of potential work items, task, and or assignments to be performed.

* Contractor shall include, within its hourly rates, the cost of all overhead, insurance, bonding, profit, management, supervision, labor, training, tools, and equipment.

* Contractor shall provide a written proposal, and the proposal shall be approved by the City, prior to work being performed.

*Contractor shall possess a current Class C-10, State of California Contractor's License in good standing.

* Contractor shall respond to trouble calls 24 hours per day and 7 days per week; electrician shall be on site within twelve (12) hours of the City's urgent request for service.

SECTION III

TOOLS, EQUIPMENT, AND SUPPLIES

3.1 GENERAL REQUIREMENTS

The Contractor shall furnish all tools, equipment and supplies necessary to properly perform the Services defined in this Contract. Contractor shall also ensure:

1. Appearance: Agents of the Contractor shall be in uniforms at all times they are engaging in business on City property.
2. Performance: Quality Electrical Services, including full performance of all specified services, will be required from the first working day of the Agreement. All technicians shall be trained and certified to provide Electrical Services Citywide.
3. Property: The Contractor shall be responsible for ensuring that technicians do not disturb papers on desks, open desk drawers or cabinets, enter unauthorized areas, or use City property, including telephones, except as authorized.
4. Systems: The Contractor shall be responsible for all required systems maintenance and performance.
5. Authorized Representative: At least five days prior to the Agreement start date, the Provider shall submit in writing to the City of Glendale, the names of at least two representatives who are authorized to act for the Provider in every detail at all times. The representatives, their location, and their availability must be satisfactory to the City of Glendale. The representatives' offices must be located within 40 miles of Glendale City Hall.
6. Payment: Provider shall include detailed work reports along with the invoices, for each service call provided. Work reports shall include the City Facility, name(s) of technicians, time/ hours on-site, equipment used, materials used, services provided, repairs needed.

3.2 MANUFACTURER BRANDS

Before beginning the work, The Contractor shall submit to the City Representative all SDS (Safety Data Sheets) for each product having an SDS.

The Contractor shall not use tools, equipment or supplies in the performance of the Services that are not compatible with the City's equipment.

Contractor shall use only new and name brand parts and supplies.

Contractor shall use only parts and supplies that are acceptable to the original equipment manufacturer.

3.3 MAINTENANCE AND REPAIR

The Contractor shall maintain on file one complete set of operating and maintenance instructions for each type, brand and model of equipment.

The Contractor shall develop and implement adequate procedures and controls to ensure that all tools, equipment and supplies remain at all times in good, clean condition.

The Contractor shall maintain access to spare parts, have qualified employees and adequate quantities of backup equipment to ensure that the minimum quantities of required equipment and tools are available and in safe and proper operating condition at all times during the performance of the Service.

3.4 USE OF THE CITY OF GLENDALE'S FACILITIES AND EQUIPMENT

The Contractor shall release The City from any responsibility arising from claims for personal injuries, including death, arising out of the permitted use of The City's facilities, equipment, tools or supplies irrespective of the condition thereof or any negligence on the part of The City in permitting their use.

EXHIBIT B

Services Time Schedule

Anticipated Start Date is February 1, 2025. Duration of the agreement is for up to two (2) years.

EXHIBIT C

Prevailing Wage, Payroll Records, and Apprentice Requirements

The Director of Industrial Relations of the State of California, as authorized by the California Labor Code, has determined the general prevailing rates of wages in the locality in which the Services are to be performed. The rates determined by the California Director of Industrial Relations are available online at www.dir.ca.gov/DLSR/PWD/.

The Bidder and all subcontractors shall use the relevant prevailing wage rate determinations in effect on the first advertisement date of this IFB in preparing the Bid and all component price quotations.

Within five (5) calendar days of signing the Contract, the successful Bidder and each subcontractor of any tier — who pays benefits to a third-party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions— shall complete the Statement of Employer Payments (DLSE Form PW 26). The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions also must be reported in this form. The City reserves the right to require contractors and subcontractors to submit a copy of the form to the City.

The successful Bidder shall notify all potential subcontractors submitting price quotations for portions of the Services of the requirements concerning payment of prevailing wage rates, payroll records, hours of Services, and employment of apprentices.

The successful Bidder shall post a copy of the general prevailing rate of per diem wages at the job site.

The successful Bidder and all subcontractors submitting price quotations for portions of the Services shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract. The Holidays upon which the rates are paid must be all holidays recognized in the collective bargaining contract applicable to the particular craft, classification, or type of worker employed on the project.

The successful Bidder shall, as a penalty to the State or the City, forfeit not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed by the successful Bidder or by any subcontractor under the Bidder. The successful Bidder shall pay to workers the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the stipulated prevailing wage rate.

The specified wage rates are minimum rates only and the City will not consider and will not be liable for any claims for additional compensation made by the successful Bidder because of payment by the Bidder of any wage rate in excess of the general prevailing rates. The Bidder at the Bidder's own expense must adjust all disputes about the payment of wages in excess of those specified by law or regulation.

Under California Labor Code § 1777.5 and Title 8 of the California Code of Regulations § 230, the successful Bidder and subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or subcontract, as applicable, but in any event before the first day in which the successful Bidder or subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS Form 140) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and who can supply apprentices to the Project. The City reserves the right to require the successful Bidder and subcontractors to submit a copy of the form to the City.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

- Before commencing work on a public works contract, submit Contract Award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Use Form DAS-140. The City reserves the right to require the successful Bidder and subcontractors to submit a copy of said form to the City.
- Employ apprentices for the Services at a ratio of no less than one (1) hour or apprentice work for every five (5) hours or labor performed by a journeyman. To request dispatch of apprentices, use Form DAS-142. The City reserves the right to require the successful Bidder and subcontractors to submit a copy of said form to the City.
- Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code Section 3077.
- Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeyman and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142.

The successful Bidder and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Services. The payroll records must be certified and shall be available for inspection.

The successful Bidder shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of change in location and address. Upon the City's request, the successful Bidder shall provide a copy of the certified payroll records along with a statement of compliance.

EXHIBIT D

Bid Bond Requirements and Forms

1. At its expense, a Bidder must obtain and submit with its Bid a "Bid Bond" ("bond") or a Cashier's Check ("check") drawn on a solvent bank, payable to the City of Glendale, for an amount equal to 10% of the "Total Price Bid Amount.
2. The bond or check will serve as a guarantee on the part of the Bidder that if the City awards the Bidder a Contract, the Bidder will accept and enter into the Contract and will provide the insurance, bonds, and other required forms or documents within fourteen (14) calendar days from the date that the City issues the selected Bidder a "Notice of Intent to Award Contract."
3. For the bond, the Bidder and surety company must use the City's form, entitled "Bid Bond" (next page).
4. The surety company underwriting the bond:
 - A. Must be a California admitted surety company (as defined by California Code of Civil Procedure Sections 995.120 and 995.311), with a minimum A.M. Best Company Financial strength rating of "A:VII" or better;
 - B. Must have an authorized agent with an office in California;
 - C. Must attach a power of attorney, authorizing the person to sign the bond on the surety company's behalf ("designated representative");
 - D. Must submit all documents enumerated in California Code of Civil Procedure Section 995.660, if the surety company is not in the U.S. Department of the Treasury's most current "Listing of Approved Sureties" (Department Circular 570). If all required documents accompany the bond and the documents contain the requisite information, the admitted surety company will be deemed accepted or approved as surety on the bond unless specifically rejected by the City; and
 - E. Is subject to the City Attorney's review and approval.
5. The Bidder and the surety company must sign the bond.
6. A Notary Public must acknowledge the signature of the Bidder and the surety's designated representative.
7. The City may reject a Bid if:
 - A. The Bidder or its surety has altered or modified the Bid Bond form;
 - B. The Bid Bond form is missing information;
 - C. The signatures on the Bid Bond form are not notarized; or
 - D. The surety representative's power of attorney is not attached.
8. The City will return the bond or the check that the selected Bidder furnished, within fourteen (14) calendar days after the selected Bidder has signed and delivered the Contract and all required insurance, bond, and other forms.
9. Within one-hundred-twenty (120) calendar days after the City opens all Bids, if the City has not received a signed Contract from the selected Bidder and all required insurance, bond, and other forms, or if the City has not selected any Bid, then the City will return the bond or the check of all non-selected Bidders, within fourteen (14) calendar days following expiration of the 120-day period.

BID BOND

Bond No.: _____

Premium Amount: \$ _____

Bond's Effective Date: _____

RECITALS:

1. The City of Glendale, California ("City"), has issued an Invitation for Bids ("IFB") for _____ ("Services").
2. In response to the IFB, _____ ("Principal"),
(Name and Address of Bidder)
has submitted to City the accompanying Bid, dated _____, 20 _____, ("Bid") to furnish and perform the Services set forth in the IFB;
3. Principal is required to furnish a form of security with the Bid; and
4. City's IFB— including all Addenda, amendments, and supplements— and Principal's Bid are made a part of this Bond by this reference.

AGREEMENT:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____ .00) ("the Bonded Sum"), this amount comprising not less than TEN PERCENT (10%) of the total Bid Price amount, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)

_____. Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if: (1) Principal does not (a) withdraw its Bid for the period specified in the IFB, or— if no period is specified— for one hundred twenty (120) calendar days after the Bid Deadline, or within the time period to which City and Principal agreed, or (b) attempt to withdraw its Bid when the IFB's requirements are not met; or (2) City awards Principal the Contract in response to Principal's Bid, and within the time and manner specified by the IFB or— if no period is specified— within fourteen (14) calendar days after the Contract's award, Principal (a) signs and delivers to City the Contract, in accordance with the Bid as accepted, and (b) Principal provides City with the insurance, Performance Bond/Payment Bond, and other required forms or documents, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon City's awarding the Contract to Principal, the Principal will enter into the Contract with City.
2. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
3. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
4. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.
5. Surety hereby waives any notice of an agreement between City and Principal to extend the time in which City may accept the Bid.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

(Company Name)

(Signature)

By: _____
(Name)

Its: _____
(Title)

Address for Serving Notices or Other Documents:

SURETY:

(Company Name)

(Signature)

By: _____
(Name)

Its: _____
(Title)

Address for Serving Notices or Other Documents:

-
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
 - THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
-

BOND ACKNOWLEDGMENT
FOR
ATTORNEY-IN-FACT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the name of
thereto as principal, and his/her own name as attorney in fact.

Notary Public

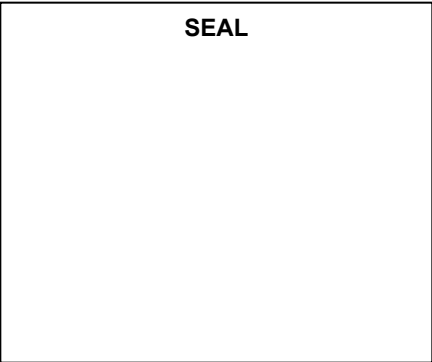


EXHIBIT E

Performance Bond and Payment Bond Requirements and Forms

1. At its expense, the successful Bidder must obtain and furnish a Performance Bond and a Labor/Materials (Payment) Bond, using the form[s] attached to the IFB, annually in the penal amount of twenty-five thousand dollars (\$25,000). The successful Bidder shall promptly submit to the City duly executed extensions, renewals, or replacement bonds, for the City's review and approval, at least sixty (60) days before the anniversary of the Effective Date of the Contract. The successful Bidder's timely submission of the annual Performance Bond and Payment Bond is a condition to the City's obligation to make payments to the successful Bidder.
2. The attached Performance Bond and Payment Bond form[s] must be used without alteration. No substitution of the form[s] will be permitted without the City's prior written approval.
3. The surety company underwriting the bond:
 - A. Must be a California admitted surety company (as defined by California Code of Civil Procedure Sections 995.120 and 995.311), with a minimum A.M. Best Company Financial strength rating of "A:VII" or better;
 - B. Must have an authorized agent with an office in California;
 - C. Must attach a power of attorney, authorizing the person to sign the bond on the surety company's behalf ("designated representative");
 - D. Must submit all documents enumerated in California Code of Civil Procedure Section 995.660, if the surety company is not identified in the U.S. Department of the Treasury's most current "Listing of Approved Sureties" (Department Circular 570). If all required documents accompany the bond and the documents contain the requisite information, the admitted surety company will be deemed accepted or approved as surety on the bond unless specifically rejected by the City; and
 - E. Is subject to the City Attorney's review and approval.
5. The successful Bidder and the surety company must sign the bond.
6. A Notary Public must acknowledge the signature of the successful Bidder and the surety's designated representative.
7. The City will not sign the Contract nor issue the Notice to Proceed until the City receives and approves the Performance Bond and Payment Bond.
8. While the Contract is in effect, if a surety, in the City's opinion, is or becomes non-responsible or otherwise unacceptable to the City, the City may require other new or additional sureties, which the successful Bidder shall furnish to the City's satisfaction within ten (10) days after the notification date listed in the City's notice. If the Successful Bidder refuses or fails to furnish new or additional sureties, the City may immediately invoke any one or more of the remedies listed under the Contract, or allowed by law, or both, including the remedy— as provided in the Performance Bond [and Payment Bond]— of purchasing the materials, or obtaining the Services, or doing both, from another contractor, person, entity, or organization.
9. The City's decision as to the acceptability of any surety and the bond are final.

PERFORMANCE BOND

Bond No.: _____

Premium Amount: \$ _____

Bond's Effective Date: _____

RECITALS:

- 1. The City of Glendale, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

("Principal"),

a Contract (the "Contract") for the Services described as follows:

Maintenance and Repair of Electrical Systems _____ **in Glendale, CA.**

- 2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— to furnish a bond guaranteeing Principal's faithful performance of the Services.
- 3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ twenty-five _____ Dollars (\$ \$25,000) ("the Bonded Sum"), in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents (including all their amendments and supplements), all within the time and in the manner that those documents specify, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

- 1. This Bond specifically guarantees Principal's performance of each obligation and all obligations under the Contract and Contract Documents, as they may be amended and supplemented— including, but not limited to, Principal's liability for liquidated damages, Warranties, Guarantees, Correction, and Maintenance obligations as specified in the Contract and Contract Documents— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
- 2. For those obligations of Principal that survive Final Completion of the Services described in the Contract and Contract Documents, the guarantees in this Bond also survive Final Completion of the Services.
- 3. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly: (a) remedy the default; (b) complete the Project according to the Contract Documents' terms and conditions then in effect; or (c) using a procurement methodology approved by City, select a contractor or contractors— acceptable to City— to complete all of the Services, and arrange for a contract between the contractor(s) and City. Surety shall make available, as the Services progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract and Contract Documents— including other costs and damages for which Surety is liable under this Bond— except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
- 4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Services performed under the Contract or Contract Documents— including, without limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.

5. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Services.
6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes. Principal and Surety agree that this Bond is not a part of the Contract, this Bond is a separate obligation of the Principal and its Surety, and any attorneys' fee provision contained in this Bond does not apply to the Contract. If any litigation occurs between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.
8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name)

By: _____
(Name)

Its: _____
(Title)

Its: _____
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

- THIS BOND MUST BE EXECUTED IN TRIPLICATE.
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
- THE PRINCIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
- A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By _____
Director of Public Works

By _____
City Attorney

PAYMENT BOND
(LABOR AND MATERIALS)

Bond No.: _____

Premium Amount: \$ _____

Bond's Effective Date: _____

RECITALS:

1. The City of Glendale, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

("Principal"),

a Contract (the "Contract") for the Services described as follows:

Maintenance and Repair of Electrical Systems in Glendale, CA.

2. Principal is required under California Civil Code Sections 9550 and 9554 and the terms of the Contract— and all contract documents referenced in it ("Contract Documents") — to furnish a bond guaranteeing Principal's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Services; and to furnish a separate bond guaranteeing Principal's prompt, full and faithful performance of the Services and its obligations under the Contract.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"),

a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of twenty-five Dollars (\$ \$25,000) ("the Bonded Sum"), in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal if Principal or a subcontractor fails to pay (a) any person named in California Civil Code Section 9100, or any successor legislation; (b) any amount due under California's Unemployment Insurance Code, or any successor legislation, for work or labor performed under the Contract or Contract Documents; or (c) any amount under Unemployment Insurance Code Section 13020, or any successor legislation, that Principal or a subcontractor must deduct, withhold, and pay over to the Employment Development Department from the wages of its employees, for work or labor performed under the Contract or Contract Documents, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum. Otherwise, this obligation becomes null and void. While this Bond remains in full force and effect, the following terms and conditions apply to this Bond:

1. This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, or any successor legislation, giving those persons or their assigns a right of action in any suit brought upon this Bond, unless California Civil Code Section 9566, or any successor legislation, applies.
2. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Services performed under the Contract or Contract Documents— including, without limitation, an extension of time for performance— does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
3. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Services.
4. No right of action accrues on this Bond to any entity other than City or its successors and assigns.

5. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay— in addition to the Bonded Sum— City's reasonable attorneys' fees and litigation costs, in an amount the court fixes. Principal and Surety agree that this Bond is not a part of the Contract, this Bond is a separate obligation of the Principal and its Surety, and any attorneys' fee provision contained in this Bond does not apply to the Contract. If any litigation occurs between the parties arising from the breach of the Contract, each party will bear its own attorneys' fees in the litigation.
6. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name)

By: _____
(Name)

Its: _____
(Title)

Its: _____
(Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

- THIS BOND MUST BE EXECUTED IN TRIPLICATE.
- EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.
- THE PRINCIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.
- A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By _____
Director of Public Works

By _____
City Attorney

EXHIBIT F

Insurance Requirements

“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of this Agreement:

(A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and

(B) Employer’s Liability insurance in an amount not less than:

- (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
- (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
- (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONTRACTOR shall provide CITY with a “*certificate of insurance*” and a subrogation endorsement, “*Waiver of Our Right to Recover from Others*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONTRACTOR’s personnel, or anyone CONTRACTOR directly or indirectly employs, for a claim at law or in equity arising out of CONTRACTOR’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an **occurrence** basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as **additional insureds**.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONTRACTOR shall provide CITY with a “***certificate of insurance***” and an “***additional insured endorsement***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

“BUSINESS AUTOMOBILE” LIABILITY INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Business Automobile” insurance policy on an **occurrence** basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as **additional insureds**.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) ONE MILLION DOLLARS (\$1,000,000) combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONTRACTOR shall provide CITY with a “***certificate of insurance***” and an “***additional insured endorsement***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

GENERAL REQUIREMENTS

- 1.1** At all times, the insurance company issuing the policy must meet all three of these requirements:
- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
 - (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
 - (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.
- 1.2** While the Agreement is in effect, CONSULTANT shall maintain the foregoing insurance coverages without interruption, beginning on the Services’ commencement date. If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.
- 1.3** A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:
- (A) The amount of the deductible, or self-insured retention, or both;
 - (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
 - (C) The current limit amount, as lowered by the pending or paid claim.
- 1.4** Despite any conflicting or contrary provision in CONTRACTOR’s insurance policy:
- (A) If CONTRACTOR’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
 - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
 - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
 - (B) CONTRACTOR’s insurance is primary;
 - (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR’s insurance;
 - (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONTRACTOR’s insurance policy;
 - (E) CONTRACTOR and CONTRACTOR’s insurance company waive— and shall not exercise— any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both;
 - (F) CONTRACTOR’s insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company’s limits of liability;
 - (G) CONTRACTOR’s insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
 - (H) CITY is not liable for a premium payment or another expense under CONTRACTOR’s policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONTRACTOR:
 - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
 - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
 - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 CONTRACTOR shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.

1.7 CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONTRACTOR's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.

CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONTRACTOR to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A "certificate of insurance" for Workers' Compensation insurance; or

If CONTRACTOR is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or

If CONTRACTOR is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and
- (E) A complete copy of CONTRACTOR's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 The Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in the Agreement.

EXHIBIT G

Sample Contract

The proposed Contract is set forth below. **THIS IS A DRAFT VERSION OF THE CONTRACT.** The City reserves the right to revise this proposed Contract, including its service-related terms, conditions, requirements, specifications, or minimum performance standards. **THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.**

CONTRACT No. _____

GENERAL SERVICES AGREEMENT

BETWEEN THE CITY OF GLENDALE
AND

FOR

CITYWIDE ELECTRICAL SERVICES FOR CITY OF GLENDALE

THIS GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 20__ (the “Effective Date”), between the City of Glendale (“CITY”), a municipal corporation, and _____ (“CONTRACTOR”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

1. SERVICES BY CONTRACTOR

1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, the CONTRACTOR shall perform the “services” (or “work”) described in the “Specifications” attached as Exhibit “A” and incorporated herein by this reference.

1.2. **Written Authorization.**

(A) CONTRACTOR shall not make changes in the Scope of Services, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONTRACTOR provides additional services or materials without written authorization, or if CONTRACTOR exceeds the Maximum Cost in Paragraph 4.4 of this Agreement, CONTRACTOR proceeds at CONTRACTOR’s own risk and without payment. CONTRACTOR hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than CONTRACTOR anticipates and that CONTRACTOR shall not be entitled to additional compensation therefor.

(B) CITY will authorize CONTRACTOR to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONTRACTOR to proceed with each task.

Optional On-Call Provision (This provision only applies if checked and if agreement is on an on-call basis).

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY's Project Manager. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule for performance and a specific not-to-exceed price for completion of the task. In no circumstance will the not-to-exceed price of any individual Task Order exceed \$25,000. The total price of all Task Orders issued under this Agreement shall not exceed the Maximum Cost in Paragraph 4.4 of this Agreement. Issuance of a Task Order neither authorizes CONTRACTOR to incur expenditures in excess of the Maximum Cost, nor relieves CONTRACTOR from its responsibility for completing all of the Services within the Maximum Cost.

(C) **As-Needed Maintenance Services** – For _____ services that are not Preventive Maintenance Services, CITY may call upon CONTRACTOR to perform unanticipated and as-needed _____ services ("As-Needed Services"). CONTRACTOR shall not perform any As-Needed Services without first obtaining written authorization from CITY. In no circumstance will the not-to-exceed price of any individual Task Order exceed \$25,000.

1.3. Contractor's Bid. The Scope of Services shall include the CONTRACTOR's bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such bid and this Agreement, the terms of this Agreement shall govern.

1.4. Compliance with Law. All services performed and work rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. CONTRACTOR represents and warrants that CONTRACTOR engages persons and entities who are duly registered or licensed as necessary to perform the services in the State of California. By delivering the completed work, CONTRACTOR represents and certifies that the work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

1.5. Licenses, Permits, Fees and Assessments. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the services required by this Agreement, and shall

indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City.

1.6. Standard of Care. During this Agreement's Term:

(A) CONTRACTOR and its Subcontractors, subcontractors, employees, and agents (collectively, "CONTRACTOR PARTIES") represent and warrant that CONTRACTOR PARTIES have the expertise and qualifications to complete the services described in Article 1 of the this Agreement and that every individual charged with the performance of the services has sufficient skills and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge and certifications.

(B) CONTRACTOR PARTIES shall perform all work described in accordance with the highest professional standards and practices of the industry and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONTRACTOR PARTIES' trade or profession currently practicing in California. All materials will be of good quality, fit for the purpose intended.

(C) By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (1) has thoroughly investigated and considered the scope of services to be performed, (2) has carefully considered how the services should be performed, and (3) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. CONTRACTOR PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONTRACTOR acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONTRACTOR is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONTRACTOR's work product;
- (3) Does not relieve CONTRACTOR of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and

- (4) Does not relieve CONTRACTOR from liability for damages arising out of CONTRACTOR's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONTRACTOR and at no cost to CITY, CONTRACTOR shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

1.7. Warranty. CONTRACTOR shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's sole negligence. CONTRACTOR warrants all work under the Agreement to be of good quality and free from any defective or faulty material and workmanship. CONTRACTOR agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, CONTRACTOR shall within ten (10) days after being notified in writing by the City of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense. The 1-year warranty may be waived in Exhibit A if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

2. PERFORMANCE SCHEDULE

2.1. Term. This Agreement is for three (3) years, beginning on February 1, 2025, and extending until January 31, 2028, unless this Agreement ends sooner according to the terms elsewhere in this Agreement.

2.2. Time of the Essence.

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONTRACTOR acknowledges that this Agreement's time limits and deadlines are reasonable for CONTRACTOR's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

2.3. Schedule of Performance. CONTRACTOR shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the Term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and director communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the “Services Time Schedule” attached hereto as Exhibit B, and incorporated into it by this reference. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONTRACTOR shall not proceed from one phase or increment to the next without written authorization from CITY’s Project Manager.

2.4. Force Majeure. If an event or condition constituting a “force majeure”—including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster—prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 11.1 of this Agreement, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

3. COORDINATION OF WORK

3.1. Project Management. Each PARTY shall appoint a Project Manager. The Project Managers shall meet as needed to coordinate, review, and ensure CONTRACTOR’s performance under this Agreement. CITY’s Project Manager will oversee the administration of CONTRACTOR’s tasks under this Agreement.

3.2. Key Personnel. CONTRACTOR’s project team shall work under the direction of the following Key Personnel [IDENTIFY CONTRACTOR’S KEY PERSONNEL AND TITLE]_____. CONTRACTOR represents that its Key Personnel is authorized to act in its behalf with respect to the work and make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Key Personnel were a substantial inducement for CITY to enter into this Agreement. Therefore, the foregoing Key Personnel shall be responsible during the term of this Agreement for directing all activities of CONTRACTOR and devoting sufficient time to personally supervise the services.

CONTRACTOR shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONTRACTOR. CITY will not unreasonably withhold approval of key personnel assignments and changes.

3.3. Use of Agents or Assistants. With CITY’s prior written approval, CONTRACTOR may employ, engage, or retain the services of persons or entities (“Subcontractors”) that CONTRACTOR may deem proper to aid or assist in the proper performance of CONTRACTOR’s duties. CITY is an intended beneficiary of all work that the Subcontractors perform for purposes of establishing a duty of care between the Subcontractors and CITY. CONTRACTOR is as responsible for the performance of its

Subcontractors as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subcontractors are chargeable directly to CONTRACTOR. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONTRACTOR.

3.4. Independent Contractor.

(A) CONTRACTOR understands and acknowledges that CONTRACTOR is an independent CONTRACTOR, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONTRACTOR is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONTRACTOR and for CONTRACTOR's employees and Subcontractors. CONTRACTOR has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONTRACTOR uses in performing the Services under this Agreement. CONTRACTOR shall provide the Services in CONTRACTOR's own manner and method, except as this Agreement specifies. CONTRACTOR shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONTRACTOR as to the details of doing the work, or to exercise a measure of control over the work, as giving CONTRACTOR direction only as to the work's end result.

(B) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONTRACTOR, an employee of CONTRACTOR, or any employee of CONTRACTOR construed to be an employee of CITY, for the work done under this Agreement.

3.5. Non-Discrimination in Employment. CONTRACTOR shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

3.6. Disability Access Laws. CONTRACTOR represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONTRACTOR prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Services requires or calls for compliance with those laws, regulations, or standards.

3.7. California Department of Industrial Relations (DIR) — Public Works CONTRACTOR Registration

(A) Beginning **July 1, 2014**, under the Public Works CONTRACTOR Registration Law (California Senate Bill No. 854 – See Labor Code Section 1725.5), CONTRACTORs must register and meet requirements using the online application <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> before bidding on public works contracts in California. The application also provides agencies that administer public works programs with a searchable database of qualified CONTRACTORs. Application and renewal are completed online with a non-refundable fee of \$300. More information is available at the following links:

<http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html>

<http://www.dir.ca.gov/Public-Works/CONTRACTORs.html>

(B) Beginning **April 1, 2015**, the City must award public works projects only to CONTRACTORs and subCONTRACTORs who comply with the Public Works CONTRACTOR Registration Law.

(C) Notice to Proposers and subCONTRACTORs:

- No CONTRACTOR or subCONTRACTOR may be listed on a bid for a public works project (**submitted on or after March 1, 2015**) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No CONTRACTOR or subCONTRACTOR may be awarded a contract for public work on a public works project (**awarded on or after April 1, 2015**) unless registered with the DIR pursuant to Labor Code section 1725.5.
- This Project is subject to compliance monitoring and enforcement by the DIR.
- The prime CONTRACTOR must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. Section 16451(d) for the notice that previously was required for projects monitored by the DIR Compliance Monitoring Unit.)

(D) **For all new projects awarded on or after April 1, 2015**, CONTRACTORs and subCONTRACTORs must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

3.8. Prevailing Wage Laws

(A) Work Subject to Prevailing Wages Laws. One or more service(s) in the Scope of Work provided through this Agreement may constitute a “public work” subject to the provisions of California Labor Code §§ 1720, *et seq.* (hereinafter “Work”).

CONTRACTOR and all Subcontractors of any tier shall not pay less than the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Work. The Director of Industrial Relations of the State of California, pursuant to the California Labor Code, and the United States Secretary of Labor, pursuant to the Davis-Bacon Act, has determined the general prevailing rates of wages in the locality in which the Work is to be performed. The rates determined by the California Director of Industrial Relations are available online at: www.dir.ca.gov/DLSR/PWD/, and the rates determine by the United States Secretary of Labor are available online at: www.access.gpo.gov/davisbacon/. To the extent that there are any differences in the federal and state prevailing wage rates for similar classifications of labor, CONTRACTOR and its Subcontractors shall pay the highest wage rate. CONTRACTOR shall post a copy of the general prevailing rate of per diem wages at the job site.

(B) Penalty. CONTRACTOR and any Subcontractor under it/him/her shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Work. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining contract applicable to the particular craft, classification, or type of worker employed to perform the Work. CONTRACTOR shall, as a penalty to the State or the City, forfeit not less than Forty Dollars (\$40.00) and not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the Work or craft in which the worker is employed under contract by CONTRACTOR or by any Subcontractor under it/him/her. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by CONTRACTOR. The specified wage rates are minimum rates only and CITY will not consider and shall not be liable for any claims for additional compensation made by CONTRACTOR because of payment by it/him/her of any wage rate in excess of the general prevailing rates. All disputes with respect to the payment of wages in excess of those specified herein shall be adjusted by CONTRACTOR at its/his/her own expense.

(C) Payroll Records.

- (1) One or more service(s) in the Scope of Work provided through this Agreement may be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("CDIR"). CONTRACTOR shall post job site notices prescribed by regulation. CONTRACTOR/Subcontractor shall maintain its registration with the CDIR and comply with any guidelines thereof, and, shall furnish Electronic Certified Payroll Records directly to the Labor Commissioner/aka Division of Labor Standards Enforcement. CONTRACTOR and each Subcontractor shall keep an accurate payroll records that comply with CDIR requirements, showing the name, address, social security number, Work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work.
- (2) The payroll records shall be certified and shall be available for inspection. CONTRACTOR shall inform CITY of the location of the payroll records, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of change in location and address. Upon request by the Director, the CONTRACTOR shall provide a copy of the certified payroll records along with a statement of compliance. CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply, subsequent to receipt of written request regarding Certified Payroll Records or Basic Payroll Records. In the event CONTRACTOR or a Subcontractor fails to strictly comply after such 10- day period, CONTRACTOR or Subcontractor shall, as a penalty to the State or CITY, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any portion of the contract price then or thereafter due the CONTRACTOR. CONTRACTOR is not subject to a penalty assessment pursuant to this paragraph due to the failure of a Subcontractor to comply with this section.

(D) Apprenticeship Standards.

- (1) Compliance with California Labor Code § 1777.5 requires all public works CONTRACTORS and Subcontractors to:

- (a) Prior to commencing work on a public works contract, submit Contract Award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Use Form DAS-140 (Appendix 7). CITY reserves the right to require CONTRACTOR and Subcontractors to submit a copy of said form to CITY;
 - (b) Employ apprentices for the public work at a ratio of no less than one (1) hour of apprentice work for every five (5) hours or labor performed by a journeyman. To request dispatch of apprentices, use Form DAS-142 (Appendix 8). CITY reserves the right to require CONTRACTOR and Subcontractors to submit a copy of said form to CITY;
 - (c) Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code § 3077; and
 - (d) Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeyman and apprentices. CONTRACTORS who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142.
- (2) Pursuant to Labor Code § 1777.1, failing to comply with the provisions of California Labor Code § 1777.5 may result in the loss of the right to bid on all public works projects for a period of one to three years and the imposition of a civil penalty of Five Thousand Dollars (\$5,000) for each calendar day of noncompliance. CONTRACTOR should make a separate copy of this material for each of his/her Subcontractors.
 - (3) Payroll Records: CONTRACTOR and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman apprentice, worker or other employee employed in connection with the work. The payroll records shall be certified and shall be submitted to the Project Manager every two weeks.
 - (4) Statement of Employer Fringe Benefit Payments: Within five (5) calendar days of signing the Contract or Subcontract, as

applicable, the Statement of Employer Payments (DLSE Form PW 26, Appendix 9) shall be completed for each CONTRACTOR and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require CONTRACTORs and Subcontractors to submit a copy of said form to the City.

(E) Employment of Apprentices. In the performance of this Agreement, CONTRACTOR and any Subcontractor shall comply with the provisions concerning the employment of apprentices in the Labor Code of the State of California and any amendments thereof. In the event CONTRACTOR or any SubCONTRACTOR willfully fails to comply with the aforesaid provisions of the Labor Code, CONTRACTOR or SubCONTRACTOR shall be subject to the penalties for noncompliance in the Labor Code of the State of California and any amendments thereof.

(F) Indemnity for Violation of Prevailing Wage Laws. If a dispute based upon the prevailing wage laws occurs, CONTRACTOR, at its expense, shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to or arising out of, the prevailing wage laws.

3.9. Workers' Compensation. CONTRACTOR understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONTRACTOR and not of CITY. In performing the Services or the work under this Agreement, CONTRACTOR is liable for providing workers' compensation benefits to CONTRACTOR's employees, or anyone whom CONTRACTOR directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONTRACTOR's failure to comply with this Paragraph.

3.10. Damage to Public or Private Property. CONTRACTOR shall, at its sole expense, repair in kind, or pay for, as CITY shall direct, any damage to public or private property, facilities, streets or structures arising out of arising out of CONTRACTOR's use, occupation, operation, or activities in, upon, under, or over any portion of them. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to CITY occurring in connection with CONTRACTOR's performance of the services.

3.11. Executive Order N-6-22 – Russia Sanctions.

(A) CITY may be using State of California grant funds for this Agreement. Accordingly, because CITY may be paying, awarding, or providing CONTRACTOR with that State grant money, in whole or in part, CONTRACTOR must fully comply with the Governor's March 4, 2022, Executive Order N-6-22 (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) ("State Executive Order"). The State Executive Order concerns economic sanctions ("Economic Sanctions") and other sanctions imposed by the U.S. government, and the State of California, in response to Russia's actions in Ukraine.

(B) CONTRACTOR is solely responsible for reviewing the State Executive Order in full and complying with its requirements, as applicable. CONTRACTOR states and represents that CONTRACTOR has read the State Executive Order, is not the subject or target of any Economic Sanctions, and will comply with any request to report information or submit documents to the State, or CITY, or both, before or after the expiration, termination, or cancellation of this Agreement.

(C) At any time and upon written notice to CONTRACTOR, CITY, in its sole discretion, may either immediately invoke any one or more of the remedies listed in Paragraph 13.3 for Default under Paragraph 13.1(B), or terminate this Agreement for CITY's convenience under Paragraph 13.4, if CITY determines that any one or more of the following circumstances or events have occurred:

- (1) CONTRACTOR is the subject or target of Economic Sanctions;
- (2) CONTRACTOR is conducting prohibited transactions with sanctioned individuals or entities; or
- (3) CONTRACTOR has failed to comply, in any manner, with the State Executive Order.

4. COMPENSATION

4.1. CITY's payment to CONTRACTOR will be based upon CONTRACTOR's Fee Schedule, which is attached as Schedule of Values (**Exhibit F of the attached BID FORMS**) to this Agreement and is incorporated into it by this reference. Except as itemized in the Fee Schedule, CONTRACTOR shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONTRACTOR incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

4.2. Fee. CITY shall pay for the Services that CONTRACTOR performs in accordance with this Agreement at the rate(s) specified in the Schedule of Values (**Exhibit F of the attached BID FORMS**), the TOTAL amount of which is not to exceed _____ dollars (\$_____).

4.3. If CITY requires additional work not included in this Agreement, CONTRACTOR and CITY shall negotiate the additional work, mutually agree on the amount

of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

4.4. Maximum Cost. CONTRACTOR expressly acknowledges that the total cost to complete all tasks must not exceed _____ dollars (\$_____) (“Maximum Cost”). When CONTRACTOR has billed 75% of the Maximum Cost, CONTRACTOR shall provide written notice to CITY’s Project Manager that CONTRACTOR has expended 75% of the Maximum Cost.

4.5. Taxes. CONTRACTOR shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONTRACTOR’s services under this Agreement.

4.6. Invoices. CONTRACTOR shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONTRACTOR shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

5 AUDIT BY CITY

5.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONTRACTOR shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONTRACTOR's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONTRACTOR's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONTRACTOR has performed or will perform under this Agreement.

6. DATA, RECORDS, PROPRIETARY RIGHTS

6.1. **Copies of Data.** CONTRACTOR shall provide CITY with copies or originals of all data that CONTRACTOR generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONTRACTOR generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

6.2. Ownership and Use.

(A) Unless CITY states otherwise in writing, each document— including, but not limited to, each report, draft, record, drawing, or specification (collectively, "work product")— that CONTRACTOR prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY's exclusive property.

(B) CONTRACTOR acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONTRACTOR makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

6.3. Intellectual Property.

(A) If CONTRACTOR uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONTRACTOR's work product, CONTRACTOR represents that:

- (1) CONTRACTOR holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONTRACTOR is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONTRACTOR waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

6.4. Confidentiality. CONTRACTOR shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONTRACTOR's Scope of Work. Without CITY's prior written authorization, CONTRACTOR shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONTRACTOR or to which CONTRACTOR has access.

6.5. California Public Records Act.

(A) CONTRACTOR acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONTRACTOR acknowledges that CITY has no obligation to notify CONTRACTOR when a request for records is received.

(B) CONTRACTOR shall identify in advance all records, or portions of them, that CONTRACTOR believes are exempt from production under the Public Records Act.

(C) If CONTRACTOR claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONTRACTOR may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONTRACTOR fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONTRACTOR, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONTRACTOR shall indemnify, defend (including CONTRACTOR's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONTRACTOR identifies as protectable, or asserts is protectable.

7 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS

7.1. Conflict of Interest. CONTRACTOR represents and certifies that:

(A) CONTRACTOR's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONTRACTOR will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONTRACTOR will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

7.2. Campaign Contributions.

(A) CONTRACTOR and its SubCONTRACTORs shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONTRACTOR's and its SubCONTRACTORs' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A CONTRACTOR (including a subCONTRACTOR)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a CONTRACTOR (or a subCONTRACTOR) has provided a campaign contribution.

(B) CONTRACTOR acknowledges that even if the Maximum Cost in Paragraph 4.4 of this Agreement is less than \$50,000, CONTRACTOR still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

- (1) CONTRACTOR and CITY amend the Scope of Work in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
- (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONTRACTOR another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONTRACTOR a combination or series of contracts which have a value of \$50,000 or more.

(C) CONTRACTOR represents and certifies that:

- (1) CONTRACTOR has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) CONTRACTOR will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
- (3) CONTRACTOR shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

8 INSURANCE

8.1. When CONTRACTOR signs and delivers this Agreement to CITY, and during this Agreement's Term, CONTRACTOR shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit F to this Agreement and are incorporated into it by this reference.

8.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 9 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 9 of the Agreement.

9 INDEMNITY

9.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— CONTRACTOR, its employees, agents, SubCONTRACTORS, and persons whom CONTRACTOR employs or hires (individually

and collectively, "CONTRACTOR INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "**liability**" [as defined in Subparagraph (A) below], or an "**expense**" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of CONTRACTOR INDEMNITOR:

(A) "**Liability**" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "**Expense**" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney's fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, CONTRACTOR, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

9.2. Under this Article, CONTRACTOR INDEMNITOR's defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

9.3. To the extent that CONTRACTOR INDEMNITOR's insurance policy provides an upfront defense to CITY, CONTRACTOR INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONTRACTOR INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONTRACTOR INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONTRACTOR INDEMNITOR.

9.4. Paragraph 9.3 does not limit or extinguish CONTRACTOR INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONTRACTOR INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONTRACTOR INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

9.5 If CONTRACTOR subcontracts all or any portion of the Services under this Agreement, CONTRACTOR shall provide CITY with a written agreement from each SubCONTRACTOR, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

9.6. CONTRACTOR INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONTRACTOR INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

9.7. Except for Paragraph 9.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 8. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 8; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 8.

10. BONDS

10.1 Concurrently with execution of this Agreement, CONTRACTOR shall deliver to CITY a performance bond and payment bond in an amount equal to twenty-five thousand (\$25,000), in the form provided by CITY. The bonds shall be unconditional and either remain in force or be renewed annually during the entire term of the Agreement and shall be null and void only if CONTRACTOR promptly and faithfully performs all terms and conditions of the Agreement.

11. ENFORCEMENT OF THE AGREEMENT

11.1 Default. Default under this Agreement occurs upon any one or more of the following events:

(A) CONTRACTOR refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONTRACTOR, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONTRACTOR:

- (1) Or another party for or on behalf of CONTRACTOR: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;

- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONTRACTOR's behalf, is convicted under state or federal law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

11.2. Notice of Default. If CITY deems that CONTRACTOR is in Default, or that CONTRACTOR has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONTRACTOR specifying the Default(s) that CONTRACTOR shall remedy within 5 days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

11.3. Remedies upon Default. Within 5 days after receiving CITY's Notice of Default, if CONTRACTOR refuses or fails to remedy the Default(s), or if CONTRACTOR does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONTRACTOR has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another CONTRACTOR, and may withhold any money due (or may become owing to) CONTRACTOR for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONTRACTOR under this Agreement, which in CITY's sole determination, are sufficient to secure CONTRACTOR's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONTRACTOR's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONTRACTOR's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

11.4. Retention of Funds. CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

11.5. This section is removed .

11.6. Resolution of Public Contract Code §§ 9204, 20104 Claims.

(A) **Public Contract Code § 9204 Claims.** If the services in this Agreement constitute a "Public Works Project", defined in Public Contract Code 9204(c)(4) as "the erection, construction, alteration, repair, or improvement of any public structure, building, road or other public improvement of any kind", Public Contract Code Section 9204 Claims and Dispute Resolution Procedures apply. Click the following link for the full text of the Public Contract Code Section 9204:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=9204

(B) **Public Contract Code § 20104 Claims.** If the services in this Agreement constitute a "Public Works Contract", defined in Public Contract Code §1101 as "the erection, construction, alteration, repair, or improvement of any public structure, building, road or other public improvement of any kind" and the claim does not exceed the sum of \$375,000, the requirements of Public Contract Code Section 20104 through 20104.6 shall apply. Click the following link for the full text of the Public Contract Code Sections 20104 through 20104.6

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=3.&chapter=1.&article=1.5

11.7. Termination for Convenience. Independent of the remedies provided in Paragraph 11.3, CITY may elect to terminate this Agreement at any time upon 30 days' prior written notice. Upon termination, CONTRACTOR shall receive compensation only for that work which CONTRACTOR had satisfactorily completed to the termination date. CITY shall not pay CONTRACTOR for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

12.0 GENERAL PROVISIONS

12.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONTRACTOR nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY’s and CONTRACTOR’s signature.

12.2. Interpretation. This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement’s language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit F (Insurance Requirements)
- (3) Exhibit B (Services Time Schedule)
- (4) Exhibit A (Specifications)
- (5) Exhibit C (Schedule of Values)

12.3. Headings. All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

12.4. Governing Law and Jurisdiction.

(A) California’s laws govern the Agreement’s construction and interpretation without regard to conflict of law principles. Unless the Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendment, modifications, and successor legislation. If CONTRACTOR or City brings a lawsuit to enforce or interpret one or more provisions of the Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONTRACTOR and City acknowledge that the Contract Documents were negotiated, entered into, and executed—and the Work was performed—in the City of Glendale, California.

(B) If CONTRACTOR or City brings a lawsuit to enforce or interpret one or more provisions of the Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONTRACTOR and City acknowledge that the

Agreement was negotiated, entered into, and executed—and the Work was performed—in the City of Glendale, California.

California’s laws govern this Agreement’s construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

12.5. Waiver of Breach. If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other’s breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement’s duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY’s exercise of any one of them.

12.6. Attorney’s Fees. If CITY or CONTRACTOR brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the “prevailing party” is entitled to “reasonable attorney’s fees” in addition to any other relief to which the prevailing party may be entitled. A “prevailing party” has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). “Reasonable attorney’s fees” of the City Attorney’s office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney’s services were rendered.

12.7. Further Assurances. Upon CITY’s request at any time, CONTRACTOR shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement’s intent, purpose, and terms.

12.8. Assignment.

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONTRACTOR. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONTRACTOR, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONTRACTOR shall not do any one or more of the following:

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONTRACTOR, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONTRACTOR's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONTRACTOR's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

12.9. Successors and Assigns. Subject to the provisions in Paragraph 12.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

12.10. Recycled Paper. CONTRACTOR shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

12.11. Notices.

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email

address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) CITY and CONTRACTOR designate the following contact person, street address or place, telephone or facsimile number, or email address for giving notice.

CITY: City of Glendale
Public Works
633 E. Broadway
Glendale, CA 91206
Attn: Kevin C. Todd,
Tel. No. 818-548-3970
Email: ktodd@glendaleca.gov

CONTRACTOR:

Attn: _____

Tel. No.: _____
Fax. No.: _____
Email: _____

(D) At any time, by providing written notice to the other PARTY, CITY or CONTRACTOR may change the contact information listed in Subparagraph (C) above.

12.12. Survival. This Paragraph and the obligations set forth in Paragraphs 3.4, 3.6, 3.7, 3.8, 3.9, 4.5, 5.0, 6.1, 6.2, 6.3, 6.4, 6.5, 8.1, 8.2, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 11.3, 12.5, 12.6, 12.7, 12.8, 12.9, and 12.11 survive this Agreement's expiration, cancellation, or termination.

12.13. Severability. The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

12.14. Counterparts. This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

12.15. Representations – Authority. The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

[Signatures on Following Page]

Executed at Glendale, California.

CITY OF GLENDALE:

By _____ Date: _____, 2024
Roubik Golanian, P.E.
City Manager

CONTRACTOR:

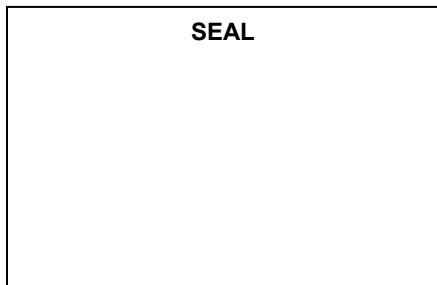
**SIGNATURE MUST BE ACKNOWLEDGED
BEFORE A NOTARY (USE Exhibit B)**

BIDDER:

By _____
Signature
Name _____
Printed
Its _____
Title
Address _____
Telephone _____
CSLB No. _____
D.I.R. Registration No. _____

**IF BIDDER IS A CORPORATION, PLACE
IMPRINT OF CORPORATE SEAL BELOW:**

**IF BIDDER IS A PARTNERSHIP, JOINT VENTURE,
OR OTHER LEGAL ENTITY, THEN EACH
PARTNER, PRINCIPAL, OR INDIVIDUAL MUST
SIGN THIS BID ON Exhibit A, IN FRONT OF A
NOTARY**



APPROVED AS TO FORM
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____

BID FORMS

Exhibits A to L are packaged in the Bid Forms



City of Glendale

PUBLIC WORKS DEPARTMENT

BID FORMS

Citywide Maintenance and Repair of Electrical
Systems

Specification No. 3989

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Exhibit A – BIDDER INFORMATION
FOR
CITY OF GLENDALE
ELECTRICAL SERVICES

Date: _____ 20__

Bidder: _____
Name of Business

Tax Identification No.: _____ Contact Person: _____

CSLB No. _____ D.I.R. Registration No. _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ FAX: _____

Email: _____

TO THE CITY OF GLENDALE, CALIFORNIA:

In response to the Invitation for Bids (“IFB”) by the City of Glendale (“City”), the undersigned person or entity (“Bidder”) now submits this Bid (“Bid”), with the accompanying forms and attachments.

1. In submitting this Bid, Bidder certifies that:
 - A. Bidder has read, examined, and is fully familiar with all three of the items below (collectively, “the Documents”):
 - (1) The IFB’s provisions;
 - (2) The Contract’s terms, conditions, requirements, specifications, and minimum performance standards; and
 - (3) Any Addenda issued during the bid period;
 - B. Bidder has carefully checked all words, figures, and statements made in the Documents;
 - C. Bidder is satisfied that the Documents are accurate;
 - D. Bidder understands and accepts all of the Documents’ provisions;
 - E. Bidder has examined the location or facility for which this Bid is submitted, and Bidder is fully familiar with all facts, conditions, circumstances, and matters that may affect, in any way, Bidder’s services or costs;

- F. Bidder has fully considered all other matters that may affect, in any way, Bidder's services or costs;
- G. If Bidder is awarded a Contract, Bidder will not make a claim against City based upon ignorance of local conditions or misunderstanding of any of the Contract's provisions. If the conditions turn out otherwise than what Bidder anticipated, Bidder agrees to assume all risks incident to it;
- H. Bidder offers to fully perform all of the duties and obligations specified in the Documents in exchange for the consideration described in the Documents;
- I. This Bid is an irrevocable offer for a period of at least ninety (90) calendar days following City's opening of all Bids;
- J. Except as the Contract or California law allows, City is not liable or responsible for any costs, fees, or expenses that Bidder incurs for any one or more of the following:
 - (1) Responding to this IFB;
 - (2) Anticipating or preparing for an award of a Contract;
 - (3) Obtaining any equipment, personnel, facilities, or other items to comply with the Documents' provisions; or
 - (4) Performing the services under the Contract;
- K. Within fourteen (14) calendar days after City issues the Notice of Award of Contract, or within any extension that City may allow, Bidder agrees to:
 - (1) Sign and deliver the Contract, of which the IFB, its attached Exhibits, and the Notice calling for Bids are a part; and
 - (2) Furnish the Performance Bond and Payment Bond, and Insurance that the Documents require; and
- L. At its expense, Bidder agrees to indemnify, defend, and hold harmless City and its officers, agents, employees, and representatives— from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses), if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:
 - (1) Bidder's submitting the Bid;
 - (2) City's accepting Bidder's Bid; or
 - (3) City's awarding a Contract to Bidder in compliance with this IFB, or state, federal, or local laws.

2. Under the penalty of perjury, Bidder certifies that:
- A. This Bid is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Bid;
 - B. Bidder did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Bid, to refrain from proposing, to withdraw a Bid, or to attempt to induce an action prejudicial to City's interests;
 - C. Bidder has not sought by collusion, in any manner, to secure for Bidder any advantage over other bidders; and
 - D. All facts and statements in the Bid are completely true, accurate, and correct.
 - E. By signing this Bid, each individual below represents and warrants that the individual:
 - (1) Has the right, power, legal capacity, and authority not only to sign this Bid on the Bidder's behalf, but also to bind the Bidder to this Bid; and
 - (2) Binds the Bidder to this Bid.

**SIGNATURE MUST BE ACKNOWLEDGED
BEFORE A NOTARY (USE Exhibit B)**

BIDDER:

By _____
Signature

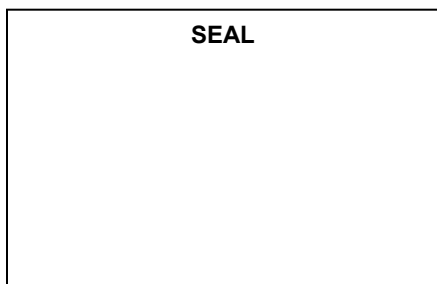
Name _____
Printed

Its _____
Title

Address _____

Telephone _____

**IF BIDDER IS A CORPORATION, PLACE
IMPRINT OF CORPORATE SEAL BELOW:**



**IF BIDDER IS A PARTNERSHIP, JOINT
VENTURE, OR OTHER LEGAL ENTITY,
THEN EACH PARTNER, PRINCIPAL, OR
INDIVIDUAL MUST SIGN THIS BID ON
PAGE BF:4, IN FRONT OF A NOTARY**

**ADDITIONAL SIGNATURE PAGE
FOR BID**

**SIGNATURE MUST BE ACKNOWLEDGED
BEFORE A NOTARY (USE FORM BF 6)**

BIDDER:

By _____
Signature

Name _____
Printed

Its _____
Title

Address _____

Telephone _____

By _____
Signature

Name _____
Printed

Its _____
Title

Address _____

Telephone _____

By _____
Signature

Name _____
Printed

Its _____
Title

Address _____

Telephone _____

By _____
Signature

Name _____
Printed

Its _____
Title

Address _____

Telephone _____

Exhibit B – CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

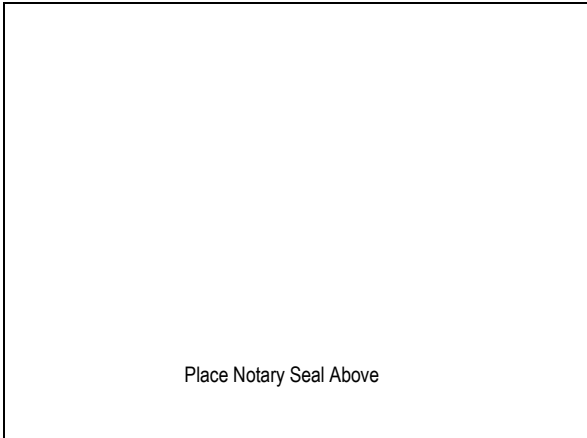
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____
Date Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title: _____
- Partner: Limited General
- Attorney-In-Fact
- Trustee
- Guardian Conservator
- Other: _____

Signer is representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title: _____
- Partner: Limited General
- Attorney-In-Fact
- Trustee
- Guardian Conservator
- Other: _____

Signer is representing: _____

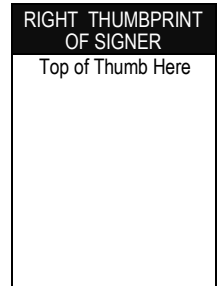


Exhibit C – EXPERIENCE FORM – MINIMUM QUALIFICATIONS

Below list at least at least SIX (6) public entity contracts in California; each comparable in scope and scale to this Project, within FIVE (5) years before the Bid Deadline and with a dollar value equal to or in excess of the Bid submitted for this Project:

CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME	ADDRESS	CONTACT NAME/TITLE	CONTACT PHONE NUMBER
1.						
2.						
3.						
4.						
5.						
6.						

Exhibit D – BIDDER’S QUALIFICATIONS STATEMENT

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary. In Exhibit K, list and describe each attachment. Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Bid non-responsive.

1. BUSINESS ORGANIZATION / STRUCTURE

1.1. Your firm is a:

- Corporation Sole Proprietorship Partnership
 Limited Liability Company Other: _____

1.2. If your firm is a **corporation**, answer the following:

1.2.1. Date of incorporation: _____

1.2.2. State of incorporation: _____

1.2.3. Corporate ID number: _____

1.2.4. President’s name: _____

1.2.5. Is your firm a publicly traded corporation?

YES NO

1.2.6. For any person, firm or entity who owns 25% or more of the corporation’s stock, identify the individual, firm or entity and the corresponding percentage of ownership:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

1.3. If your firm is a **limited liability company**, answer the following:

1.3.1. Date of formation: _____

1.3.2. State of formation: _____

1.3.3. Secretary of State’s File or ID number: _____

1.3.4. Chief Executive Officer’s name: _____

1.3.5. Name of Manager(s): _____

1.3.6. For any person, firm or entity whose ownership or membership interest in the company exceeds 25%, identify the individual, firm or entity and the corresponding percentage of ownership or membership:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

1.4. If your firm is a **partnership**, answer the following:

1.4.1. Date of formation: _____

1.4.2. Type of partnership (General, Limited, LLP): _____

1.4.3. Secretary of State's Registration or ID number: _____

1.4.4. List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

1.4.5. List jurisdictions in which your firm's fictitious name (dba) is filed:

1.5. If your firm is **individually owned** (a sole proprietorship), answer the following:

1.5.1. Date your firm started: _____

1.5.2. Name of owner: _____

1.5.3. List jurisdictions in which your firm's fictitious name (dba) is filed:

1.6. If your firm is other than the type listed above, such as a **joint venture, consortium, trust, association or other combination**, describe the business organization or structure, identify the principals, and list their corresponding percentage of ownership or control:

1.6.1. Description of business organization or structure: _____

1.6.2. Principals and their corresponding percentage of ownership or control:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

2. OWNERSHIP AND NAME CHANGES

2.1. How many years has your firm been in business under its present name? _____

2.2. In the past five years, has your firm changed names?

YES NO

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change:

2.2.1. Prior name: _____

2.2.2. Address: _____

2.2.3. Reason name changed: _____

2.2.4. Starting / ending dates of prior name: _____ / _____

2.3. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

YES NO

If **Yes**, explain the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm:

2.3.1. Associated firm's name: _____

2.3.2. Address: _____

2.3.3. Relationship between your firm and the associated firm: _____

2.3.4. Principals and their corresponding percentage of ownership or control:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

3. LICENSING

3.1. Do you have a current, active, valid California Contractor License?

YES NO

If **Yes**, provide the Contractor license number, license class, and expiration date:

3.1.1 Contractor License Number: _____

3.1.2 License Class: _____

3.1.3 Expiration Date: _____

3.2. Are you registered with California's Department of Industrial Relations (DIR) in accordance with Labor Code Section 1725.5?

YES NO

If **Yes**, provide the DIR Contractor Registration Number and expiration date:

3.2.1. DIR Contractor Registration Number: _____

3.2.2. Expiration Date: _____

3.3. List jurisdictions in which your firm is legally qualified to do business, provide license or registration number, and set forth the type of license. Attach additional sheets as necessary.

3.2.1. Jurisdiction: _____

3.2.2. License or registration number: _____

3.2.3. Type of license: _____

3.4. Are any of your firm's licenses held in the name of a corporation or partnership?

YES NO

If **Yes**, list below the name of the corporation or partnership that actually holds the license:

3.1.1. Corporation's or partnership's name: _____

3.1.3. Type of license: _____

For the following question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

3.5. In the past seven years, has your firm or any of its owners, partners, officers, or employees been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws or regulations?

YES NO

If **Yes**, identify the licensing agency, type of license, date and reason for the disciplinary action. Attach additional sheets as necessary.

3.5.1. Licensing Agency: _____

3.5.2. Type of license: _____

3.5.3. Date of disciplinary action: _____

3.5.4. Reason for disciplinary action: _____

4. CLAIMS; LAWSUITS; CRIMINAL ACTS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

4.1. In the past five years, has your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, or administrative hearing on a matter related to:

4.1.1. The performance, non-performance, default, violation, or breach of a contract or agreement?

YES NO

4.1.2. Damage to a government entity's or a client's premises, facility, or equipment arising out of your equipment, services, or operations?

YES NO

4.1.3. Employment-related litigation brought by an employee of your firm?

YES NO

4.1.4. Payment or non-payment to a subcontractor or supplier?

YES NO

4.1.5. Federal Davis Bacon or California Labor Code requirements relating to underpayment of wages, failure to maintain or produce payroll records, failure to use apprentices in appropriate ratios, or failure to maintain workers' compensation insurance?

YES NO

4.1.6. Defective, deficient, substandard, or noncompliant work?

YES NO

If the answer to any question in 4.1.1 to 4.1.6 is **YES**, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.2. Has your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a client?

YES NO

If **YES**, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.3. Are there any pending or outstanding judgments or liens against your firm or any of its owners, partners, officers, or employees?

YES NO

If **YES**, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

4.4. In the past five years, has any government entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

YES NO

If **YES**, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

4.5. In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a felony? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

YES NO

If **YES**, explain the details of that conviction and, if so, whether you or said officer have served his or her sentence. Attach additional sheets as necessary.

4.6. In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract?

YES NO

If **YES**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

4.7. In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

YES NO

If **YES**, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

4.8. In the past five years, has a government entity determined or concluded that your firm or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

YES NO

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

4.9. Is a government entity currently investigating your firm or any of its owners, partners, officers or employees for making false claim(s) or material misrepresentation(s)?

YES NO

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

4.10. Have you or your company ever been charged by any governmental agency for failure to follow safety procedures?

YES **NO**

If **YES**, explain. Attach additional sheets as necessary.

4.11. Has any governmental agency ever submitted a complaint against you to the California State Labor Commission for failure to submit certified payrolls or use apprentices in proper ratios?

YES **NO**

If **YES**, provide the details of such complaint. Attach additional sheets as necessary.

4.12. Has any governmental agency ever issued against you or one of your subcontractors Civil Wage and Penalty Assessments?

YES **NO**

If **YES**, list all Civil Wage and Penalty Assessments date and dollar amount issued against you or one of your subcontractor by any of the following entities: the California Department of Industrial Relations, a California public entity, or federal public entity, in the last five years and explain how the assessment was resolved. Attach additional sheets as necessary.

5. FIRM'S OPERATIONAL STATUS

5.1. In the past seven years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

YES **NO**

If **YES**, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

5.2. In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

YES **NO**

If **YES**, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

YES **NO**

If **YES**, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented your firm from bidding on, contracting, or completing a construction project?

YES **NO**

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that your firm is a "non-responsible" bidder or proposer?

YES NO

If **YES**, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

- 6.3. Has your firm ever failed to fulfill or perform — either partially or completely — a contract or an agreement with a government entity or a client?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.4. In the past five years, has any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

YES NO

If **YES**, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform — either partially or completely — the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

YES NO

If **YES**, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

YES NO

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, substandard, defective, deficient, or non-compliant?

YES NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.10. In the past five years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

YES NO

If **YES**, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

7. INSURANCE AND BONDS

7.1. In the past ten years, has an insurance company or a surety company:

7.1.1. Refused to insure your firm for liability coverage?

YES NO

7.1.2. Canceled or non-renewed your firm's insurance coverage?

YES NO

7.1.3. Refused to issue your firm a bond?

YES NO

7.1.4. Canceled or revoked a bond obtained by your firm?

YES NO

If the answer to any question in 7.1.1 to 7.1.4 is **YES**, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

7.2. In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

YES NO

If **YES**, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach additional sheets as necessary.

7.3. A Proposer who is awarded a contract must maintain liability and workers' compensation insurance, as more fully described in the IFB and the Contract. Place an "X" below, to indicate the type of insurance coverage that your firm now has:

Commercial General Liability

- Business Automobile Liability
- Workers' Compensation Liability
- Cyber Risk and Privacy Liability
- Excess Liability or Umbrella

7.4. If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself, and set forth the amount of the self-insured retention (SIR):

Liability: _____ SIR amount: _____

Liability: _____ SIR amount: _____

Liability: _____ SIR amount: _____

8. CREDIT AND REFERENCE CHECK

8.1. The City of Glendale may: (1) request credit reports, or investigative reports, or both, about your firm, and (2) contact the references, government entities, and other persons listed in this Bid. The City of Glendale will use this information to evaluate your firm's financial resources, responsibility, and integrity with respect to this Bid, an award of the Contract, or any contract renewal. The City of Glendale will treat any information that it obtains now or later as confidential.

8.1.1. Does your firm authorize the City of Glendale to obtain credit and investigative reports about your firm?

- Yes** **No**

8.1.2. Does your firm authorize the references, government entities, and other persons listed in this Bid to release information about your firm to the City of Glendale?

- Yes** **No**

Exhibit E – BID FORM

Electrical Services - Specification No. 3989

BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the Electrical Services including Addenda Nos. _____, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of:

TOTAL BID PRICE (2 YEARS)

Written Amount _____

\$ _____

(Total Bid Price – Exhibit F, Schedule of Values, on page **BF 22**) Line A

Respectfully submitted:

Company (Print)

Print Name

Signature

Address

Title

Date

License Number

Date of Expiration

DIR No.

(SEAL - if BID is by a corporation)

Attest _____

\$ _____

Amount of Certified or Cashier's Check or Bid Bond

Name of Bonding Company



Exhibit F – SCHEDULE OF VALUES

In the table below, insert the Rates (Column A). In Column C, calculate the Cost for each row [A x B = C] Note that Materials & Rental rows will be (A*B)+B=C. Add up all fields in Column C, including Other Charges, and accurately record the Total Bid Price for one year at the bottom of Column C. Multiply the Total One-Year Price by 2 and record it in Line A. The estimates in column B are based on historical use per year and do not guarantee a minimum purchase. Please submit Hourly Rate for all positions requested. See Section G – Prevailing Wages of IFB.

All rates shall be inclusive of all insurance, bonds, profit, overhead, supervision, procurement, etc.

Rates	Column A Hourly Rate Cost/Markup	Column B Scenario	Column C Total
Materials and Supplies shall be billed at direct cost plus mark-up.	%	\$30,000	
Rental Equipment shall be billed at direct cost plus mark-up.	%	\$5,000	
Hourly Rate for Apprentice Electrical services	\$	130 Hours	
Hourly Rate for Journeyman Electrical Services	\$	500 Hours	
Hourly Rate for Laborer Services	\$	130 Hours	
Hourly Rate for overtime Apprentice Electrical services	\$	20 Hours	
Hourly Rate for overtime Journeyman Electrical services	\$	20 Hours	
Hourly Rate for overtime Laborer services	\$	20 Hours	
Minimum trip charge (Specify below hours included)	\$	30	
Number of hours included in Minimum Trip Charge			
TOTAL (ONE YEAR)			

Line A. TOTAL (TWO YEARS) _____

SB 854 COMPLIANCE INFORMATION (Per section 3.7 of the IFB:

CONTRACTOR'S LEGAL NAME: _____

REGISTRATION NO. WITH DIR: _____ CONTRACTOR'S LICENSE NO.: _____

CONTACT PERSON: _____ E-MAIL: _____

PHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

Exhibit G – INSURANCE REQUIREMENTS DECLARATION
INSURANCE REQUIREMENTS DECLARATION

**THE BIDDER’S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE BIDDER MUST SUBMIT THIS DECLARATION WITH THE BID FORMS.**

I, the undersigned (**check one box:** underwriter agent), certify that I and the Vendor listed below have jointly reviewed the “Insurance Requirements” in this Invitation for Bids. If the City of Glendale (“City”) awards the Vendor the Contract (Facility Use Agreement) for the Citywide Electrical Services, I will be able—within fourteen (14) calendar days after the Vendor is notified of the Contract’s award—to furnish the City with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

Name of Insurance Company _____
Date

Insurance Agent’s Name (Printed) _____
Insurance Agent’s Name (signature)

Address **City** **State** **Zip Code**

Telephone Number **FAX Number** **Email Address**

Vendor’s Name

Below State the Name of Insurance Company Providing Coverage:

DO NOT write “Will Provide,” “To Be Determined,” “When Required,” or similar phrases.

Commercial General Liability

Automobile Liability

Workers’ Compensation Liability

Professional Liability

City Will Purchase Policy, if required
Builders Risk

Pollution Liability

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Vendor submits to the City do not fully comply with the Insurance Requirements, and/or if the Vendor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Vendor’s Bid non-responsive, and (2) award the Contract to the next highest scoring, responsible bidder.

If you have any questions about Insurance Requirements, please contact Veronika Padron, Risk Management Section, at (818) 548-4354.

Exhibit J – ATTACHMENTS

Below list and describe any attachment that is a part of this Bid (e.g., “3 photographs of the equipment - 2 pages”; “Employees’ Resume – 7 pages”; “Service Warranty - 4 pages”; or “Explanation concerning question 4.3 - 2 pages”). If your firm has no attachments, write “None” on line 1.

Our firm declares that the attachments listed below are added and are made a part of this Bid in order to fully and accurately respond to the IFB:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

EXHIBIT L

Safety Questionnaire

Company Name: _____

Primary Type of Work: _____

Person Completing Form: _____

Title: _____ Phone Number: _____

Date: _____

SAFETY PERFORMANCE

1. List your company's Interstate Experience Modification Rate ("EMR") for the three most recent years.

20			
20			
20			

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	20	20	20
a. Fatalities			
b. OSHA recordable incidents			
c. Lost work day incidents			
d. Total lost work days			
e. Total hours worked			

3. Upon City's request, and within the time period that the City specifies, a Proposer must furnish the City with:

- Copies of the following items (a-g); and
 - Items (d-g) for each listed Subcontracts
- a. OSHA 300 logs for the most recent three years and current year-to-date
 - b. Verification of EMR from your insurance carrier
 - c. Injury/Illness Report
 - d. Complete written Safety Program
 - e. Training Plans
 - f. Training Certificates for Employees
 - g. Emergency Response Training

4. Company Safety Contact:

a. Name _____

b. Phone _____

SAFETY PROGRAM

1. SAFETY PROGRAM DOCUMENTATION Circle One
- a. Do you have a written safety program manual? Yes No
1) Last revision date _____
- b. Do you have a written safety field manual? Yes No
- c. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information? Yes No
2. POLICY AND MANAGEMENT SUPPORT
- a. Do you have a safety policy statement from an officer of the company? Yes No
- b. Do you have a disciplinary process for enforcement of your safety program? Yes No
- c. Does management set corporate safety goals? Yes No
- d. Does executive management review:
- | | |
|--|--------|
| <input type="checkbox"/> Accident reports? | Yes No |
| <input type="checkbox"/> Safety statistics? | Yes No |
| <input type="checkbox"/> Inspection reports? | Yes No |
- e. Do you safety pre-qualify subcontractors? Yes No
- f. Do you have a written policy on accident reporting and investigation? Yes No
- g. Do you have a light-duty, return-to-work policy? Yes No
- h. Is safety part of your supervisor's performance evaluation? Yes No
- i. Do you have a personal protective equipment (PPE) policy? Yes No
- j. Do you have a written substance abuse program? Yes No
If yes, does it include (check all applicable boxes):
- | | |
|---|---|
| <input type="checkbox"/> Pre-employment testing | <input type="checkbox"/> Return-to-duty testing |
| <input type="checkbox"/> Random testing | <input type="checkbox"/> Disciplinary process |
| <input type="checkbox"/> Reasonable cause testing | <input type="checkbox"/> Alcohol testing |
| <input type="checkbox"/> Post accident testing | <input type="checkbox"/> National Institute on Drug Abuse |
| <input type="checkbox"/> Panel Screen | |
- k. Does each level of management have assigned safety duties and responsibilities? Yes No
3. TRAINING AND ORIENTATION
- a. Do you conduct safety orientation training for each employee? Yes No
- b. Do you conduct site safety orientation for every person new to the job site? Yes No

c. Does your safety program require safety training meetings for each supervisor (foreman and above)? Yes No
 How often?
 Weekly Monthly Quarterly Annually Other_____

d. Do you hold tool box/tailgate safety meetings focused on your specific work operations/exposures? Yes No
 How often?
 Weekly Daily Other_____

e. Do you require equipment operation/certification training? Yes No

4. ADMINISTRATION AND PROCEDURES

a. Does your written safety program address administrative procedures? Yes No

If yes, check which apply:

- | | |
|---|--|
| <input type="checkbox"/> Pre project/task planning | <input type="checkbox"/> Emergency procedures |
| <input type="checkbox"/> Record keeping | <input type="checkbox"/> Audits/inspections |
| <input type="checkbox"/> Safety committees | <input type="checkbox"/> Accident investigations/reporting |
| <input type="checkbox"/> HAZCOM | <input type="checkbox"/> Training documentation |
| <input type="checkbox"/> Substance abuse prevention | <input type="checkbox"/> Hazardous work permits |
| <input type="checkbox"/> Return-to-work | <input type="checkbox"/> Subcontractor prequalification |

b. Do you have project safety committees? Yes No

c. Do you conduct job site safety inspections? Yes No
 How often?
 Daily Weekly Monthly Other_____

Do these inspections includes a routine safety inspection of equipment (e.g., scaffold, ladders, fire extinguishers, etc.)? Yes No

d. Do you investigate accidents? Yes No
 How are they reported?
 Total company By superintendent
 By project By project manager
 By foreman In accordance with OSHA

e. Do you discuss safety at all preconstruction and progress meetings? Yes No

f. Do you perform rigging and lifting checks prior to lifting? Yes No
 For personnel For equipment Heavy lifts (more than 10,000 lbs.)

5. WORK RULES

a. Do you periodically update work rules? Yes No
 When was the last update? _____

b. What work practices are addressed by your work rules (check all applicable boxes)?
 CPR/first aid Access—entrances/stairs
 Barricades, signs, and signals Respiratory protection

- | | |
|---|--|
| <input type="checkbox"/> Blasting | <input type="checkbox"/> Material handling/storage |
| <input type="checkbox"/> Communications | <input type="checkbox"/> Temporary heat |
| <input type="checkbox"/> Compressed air and gases | <input type="checkbox"/> Vehicle safety |
| <input type="checkbox"/> Concrete work | <input type="checkbox"/> Traffic control |
| <input type="checkbox"/> Confined-space entry | <input type="checkbox"/> Site visitor escorting |
| <input type="checkbox"/> Cranes/rigging and hoisting | <input type="checkbox"/> Public protection |
| <input type="checkbox"/> Electrical grounding | <input type="checkbox"/> Equipment guards and grounding |
| <input type="checkbox"/> Environmental controls and Occupational health | <input type="checkbox"/> Monitoring equipment |
| <input type="checkbox"/> Emergency procedures | <input type="checkbox"/> Flammable material handling/storage |
| <input type="checkbox"/> Fire protection and prevention | <input type="checkbox"/> Site sanitation |
| <input type="checkbox"/> Floor and wall openings | <input type="checkbox"/> Trenching and excavating |
| <input type="checkbox"/> Fall protection | <input type="checkbox"/> Lockout/Tagout |
| <input type="checkbox"/> Housekeeping | <input type="checkbox"/> Energized/pressurized equipment |
| <input type="checkbox"/> Ladders and scaffolds | <input type="checkbox"/> Personal protective equipment |
| <input type="checkbox"/> Mechanical equipment/maintenance/pre-op checks/operation | <input type="checkbox"/> Tools, power and hand |
| <input type="checkbox"/> Welding and cutting (hot work) | <input type="checkbox"/> Electrical power lines |
| | <input type="checkbox"/> Other _____ |

6. OSHA INSPECTIONS

- | | |
|---|--------|
| a. Have you been inspected by OSHA in the last three years? | Yes No |
| b. Were these inspections in response to complaints? | Yes No |
| c. Have you been cited as a result of these inspections? | Yes No |

If yes, describe the citations (add additional sheets if necessary):
