

**Meeting Date:** 4/30/2013

**Report Type:** Consent

**Report ID:** 2013-00288



**City Council Report**

915 I Street, 1<sup>st</sup> Floor

[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Title: Contract: Installation of Replacement Copper Wire**

**Location:** Citywide

**Issue:** There is an ongoing need to replace damaged and stolen copper from streetlights and pull boxes.

**Recommendation:** Pass a Motion authorizing the City Manager to execute a contract with C.B. Grant Electric for a one-year period in an amount not to exceed \$213,500 for installation of copper wire; and 2) authorizing the City Manager to execute additional one-year terms for a total not to exceed three years (including the initial term and all extensions) and for an amount limited to \$234,500 for the first extension and \$257,600 for the second extension.

**Contact:** Norm Colby, Operations General Supervisor, (916) 808-6635; Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Street Lights

**Dept ID:** 15001951

**Attachments:**

1-Description/Analysis

2-Background

3-Maintenance Contract - B13151951046- Replacement of Copper Wire

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**City Attorney Review**

Approved as to Form

Gerald Hicks

4/11/2013 8:26:19 AM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt

Russell Fehr

4/3/2013 11:54:15 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 4/4/2013 4:27:48 PM





## Description/Analysis

**Issue:** The Department of Public Works has an ongoing need to replace damaged and stolen copper from streetlights and pull boxes. Council approval is necessary to execute a contract.

**Policy Considerations:** The recommendations in this report are consistent with Sacramento City Code chapter 3.56 – Purchasing of Supplies and Services.

The proposed purchase is consistent with Resolution 2010-346, prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona. C.B. Grant Electric is headquartered in the state of California and is a Sacramento area business.

**Economic Impacts:** None

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** The Community Development Department, Environmental Planning Services Manager has reviewed the proposed action and determined that this project is exempt from the provisions of the CEQA under Class 1, Section 15301(c) of the CEQA Guidelines. Projects exempted under Class 1, Section 15301(c) consist of the operation, repair, or minor alteration of existing highways, streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities involving negligible or no expansion of use.

**Sustainability Considerations:** The services procured will support the goals of Sacramento's Sustainability Master Plan by encouraging alternate modes of transportation through improved safety for pedestrians and cyclists and reducing the number of vehicular trips.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Nine vendors submitted bids in response to Invitation for Bid No. B1315951046. C.B. Grant Electric is the lowest responsive and responsible bidder.

**Financial Considerations:** The proposed C.B. Grant Electric contract includes a one-year term and two one-year extensions, exercisable at the City's discretion for a total not to exceed amount of \$705,600. Staff recommends authorizing the agreement for a total not-to-exceed amount for the initial term of \$213,500, which is available within the Streetlight/ Copper Wire Repair Project (S15121800) and authorizing the City Manager to execute one or both of the one-year extensions as needs are identified and funding is available.

The Streetlight/Copper Wire Repair project has a total budget of \$2,000,000, consisting of general fund and local transportation funds. As of March 7, 2013, the unobligated balance is \$485,142, which is sufficient to fund the initial term of the C.B. Grant Electric contract for an amount not to exceed \$213,500.

**Emerging Small Business Development (ESBD):** C.B. Grant Electric is certified by the City as an ESBD.

**Background:**

On February 11, 2013, Invitation for Bid No. B1315951046 was issued to procure replacement copper wire for placement between pull boxes and poles located behind the curb. Formal bids were opened on February 27, 2013, and staff received nine responses. Pezzuto Family Corp was granted a request for bid relief, due to an error on their part. Staff recommends awarding the contract to the second lowest responsive and responsible bidder, C.B. Grant Electric, an Emerging/Small Business Enterprise.

**BID SUMMARY**

Bidder	Bid Total (Incl. Sales Tax)	5% E/SBE Preference	Prompt Payment Discount	1% City Tax Preference	Evaluation Total <sup>1</sup>
Pezzuto Family Corp	\$638,190.00	\$31,905.50	\$0.00	\$0.00	\$606,280.50
C.B. Grant Electric	\$705,600.00	\$35,280.00	\$0.00	\$0.00	\$670,320.00
Rocky's Family Electrical	\$1,155,700.00	\$0.00	\$115,570.00	\$0.00	\$1,040,130.00
Studebacher Brown Electric	\$1,325,100.00	\$0.00	\$26,502.00	\$0.00	\$1,298,598.00
Aegis ITS	\$1,474,900.00	\$0.00	\$0.00	\$0.00	\$1,474,900.00
Siemens Industry, Inc	\$1,540,000.00	\$0.00	\$0.00	\$0.00	\$1,540,000.00
Elite Power	\$1,732,500.00	86,625	\$0.00	\$0.00	\$1,645,875.00
Control Solutions	\$4,634,000.00	\$231,700.00	\$0.00	\$0.00	\$4,402,300.00
Sullivan Security Comm	Non- Responsive				

<sup>1</sup> The three-year total cost was used for determining the lowest bid.

The contract with C.B. Grant Electric will be executed for a one-year period for an amount not to exceed \$213,500, and with two one-year extensions available if there is a need for the continued replacement of copper wire and funding is available. The first extension amount is not to exceed \$234,500, and the second extension amount is not to exceed \$257,600.



**AGREEMENT  
(Maintenance Contract Over \$25,000)**

**REPLACEMENT OF COPPER WIRE, CITYWIDE - S15121800**

**THIS AGREEMENT**, dated for identification April 30, 2013, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **C.B. Grant Electric** ("Contractor").

The City and Contractor hereby mutually agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Emerging and Small Business Enterprise (ESBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract

Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract

Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

## **2. DEFINITIONS**

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

## **3. AGREEMENT CONTROLS**

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

## **4. SCOPE AND TERM OF CONTRACT**

- (A) Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

### **Replacement of Copper Wire, Citywide**

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

- (B) A general scope of work is contained in the Technical Specifications and may be further defined in a job/task order. Work shall be assigned to Contractor by City on an individual job or task basis, by City's issuance of a job/task order that specifies the scope of work for that job or task. All such job/task orders will constitute part of this Contract, and the Contractor shall perform, comply with and be subject to all provisions of this Contract with regard to any work performed pursuant to any such job/task orders.
- (C) For job/task orders exceeding \$25,000, pursuant to Sacramento City Code Section 3.60.180, the Contractor is required and agrees to pay the State of California, Department of Industrial Relations prevailing wage rates for covered trades employed. The prevailing wage rate may be found at <http://www.dir.ca.gov/dsr/pwd/>. For job/task orders \$30,000 or greater, the Contractor agrees to utilize apprentices, as required by the State of California Labor Code.
- (D) The term of this Contract is one (1) year from the date of City award (expires April 30, 2014) with the option to extend two additional years. Extensions will be mutually agreed upon and in writing.

## **5. CONTRACT AMOUNT AND PAYMENTS**

- (A) Payment for each job or task shall be authorized by job/task order as provided in Section 4, above, and City shall have no responsibility or liability for any payment not authorized by a City-issued job/task order. All payments shall be made in accordance

with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents.

- (B) Unit prices and hourly rates shall not exceed the amount(s) set forth in Contractor's Proposal Form, provided that for each year the Contract term is extended, to account or inflation, the unit prices and hourly rates set forth in Contractor's Proposal Form shall be increased by an amount equal to three (3) percent or the percentage increase for the previous 12 month period in the Consumer Price Index (CPI), San Francisco area, whichever is less.
- (C) Subject to deductions, withholdings and additions as specified in the Contract Documents, Contractor shall be paid the sum computed at such unit prices or hourly rates, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual hours worked or actual amount of each such unit price item performed and/ or furnished and incorporated in the Work.
- (D) Maximum Annual Payment: The total amount paid for all Work authorized by job/task orders during any one year term of the Contract shall not exceed \$95,000.00.

## 6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

- (A) On or about the first of the month, the Engineer shall present to the Contractor a statement (in the format required by City) showing the amount of labor and materials incorporated' in the Work through the twentieth (20) calendar day of the preceding month. For job/task orders exceeding \$25,000, after both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety (90) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations. For job/task orders of \$25,000 or less, after both Contractor and Engineer approve the statement in writing, the City shall issue a certificate for one hundred (100) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- (B) No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- (C) Contractor shall not be paid for any defective or improper Work.
- (D) If the job/task order exceeds \$25,000. the remaining ten (10) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be due and payable beginning thirty-five (35) days after completion and final acceptance by City of the Work specified in the job/task order; provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. Acceptance by Contractor of the final

payment for a job/task order shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

(E) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

(F) Statements may be personally delivered or mailed to:

City Of Sacramento  
Signals and Lighting Section  
5730 24th Street, Bldg. #11  
Sacramento, CA 95822  
ATTN: (Norm Colby)

## **7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR**

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

## **8. COMMENCEMENT AND PROSECUTION OF WORK**

Contractor shall commence the Work for a job or task as directed in the City-issued job/task order and shall diligently prosecute the Work to final completion. The continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

## **9. TIME OF COMPLETION**

If so specified in a City-issued job/task order, the Work required by the job/task order shall be brought to completion in the manner provided for in the Contract Documents on or before the date specified in the job/task order (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete such Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this

Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

**10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK**

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

**11. ACCEPTANCE NOT RELEASE**

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance any Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified. Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of\_ money as may be required to repair or rebuild 'the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

**12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART**

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of acceptance of the Work, without in any way relieving Contractor of any obligations under this Contract.

**13. NO WAIVER OF REMEDIES**

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

**14. WARRANTY**

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual, abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise

provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after City acceptance of the Work performed for the applicable job/task order. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to City acceptance of the Work performed for the applicable job/task order.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

## **15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME**

**(A)** The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the Work specified in a job/task order were not completed by the Completion Date specified therein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof.

Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work specified in a job/task order by the Completion Date specified therein, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete such Work within such time.

- (B) If a job/task order specifies a Completion Date for the Work required by the job/task order, Contractor shall pay liquidated damages to City for failure to complete such Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of           N/A           for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.
- (C) In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor- only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

## **16. INDEMNITY AND HOLD HARMLESS**

- (A) Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.
- (B) The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

## 17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

## 18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

## 19. INSURANCE

During the entire term of this Contract and until completion and final acceptance of all Work as provided in the Contract Documents, Contractor shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Contractor's insurance premiums.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Contractor.

### (A) Minimum Scope and Limits of Insurance Coverage

- (1) **Commercial General Liability Insurance**, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) **Automobile Liability Insurance** providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

- (3) **Workers' Compensation Insurance** with statutory limits, and **Employers' Liability Insurance** with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

**(B) Additional Insured Coverage**

- (1) **Commercial General Liability Insurance**: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) **Automobile Liability Insurance**: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

**(C) Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

**(D) Acceptability of Insurance**

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Selfinsured retentions, policy terms or other variations that do not comply with the requirements of this Section 19 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

**(E) Verification of Coverage**

- (1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative designated by City. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

(F) **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

**20. FAILURE TO MAINTAIN BONDS OR INSURANCE**

If, at anytime during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

**21. EXCUSABLE DELAYS**

For the purpose of these Contract Documents, the -term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others,

excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date specified in a job/task order (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

## **22. CONTRACTOR TO SERVE NOTICE OF DELAYS**

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon. After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

## **23. EXTENSION OF TIME**

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, if the applicable job/task order specifies a Completion Date, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the issuance by City of a revised job/task order granting such extension of the Completion Date. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The

granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved as provided herein.

#### **24. NO PAYMENT FOR DELAYS**

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

#### **25. CHANGES IN THE WORK**

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

#### **26. TERMINATION AFTER COMPLETION DATE**

In addition to any other rights City may have, if any services or work required by a job/task order are not completed as of the Completion Date specified in the job/task order, if any (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date. In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay

such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

## **27. TERMINATION FOR CONVENIENCE**

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- (A) For Work executed pursuant to approved job/task order(s) in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- (B) For reasonable expenses directly attributable to termination. Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

## **28. TERMINATION FOR BREACH OF CONTRACT**

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Surety(ies) written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and

management incurred by City, either direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights " under the Contract, actions at law or' in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

## **29. CONTRACTOR BANKRUPT**

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

## **30. SURETIES' OBLIGATIONS UPON TERMINATION**

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

- (A)** The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.
- (B)** The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

## **31. ACCOUNTING RECORDS OF CONTRACTOR**

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

**CONTRACTOR**

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

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

BY \_\_\_\_\_

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

\_\_\_\_\_  
Title

BY \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
**Federal ID#**

\_\_\_\_\_  
**State ID#**

\_\_\_\_\_  
City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (**check one**):

\_\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation (Two Signatures Required)

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Other (**please specify:** \_\_\_\_\_)

**CITY OF SACRAMENTO**

A municipal corporation

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

BY: \_\_\_\_\_

Jerry Way  
Director of Transportation

**Original Approved As To Form:**

**Attest:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk



# CITY OF SACRAMENTO

Department of Public Works, Transportation Division  
(Responsible Department)

**Bid Number:** B13151951046

## INVITATION FOR BID And Contract Specifications Nonprofessional Services

**FOR:** Replacement of Copper Wire

**Bids Must Be Received Up To The Hour of 2:00 P.M. on February, 27, 2013**

**Bids Must Be Submitted To:** City Clerk's Office  
P.O. Box 122391  
Sacramento, CA 95812-2391

Pre-Bid Conference:  
Mandatory: [ ] Yes \_\_\_\_\_  
                  [X] No \_\_\_\_\_

**NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:**  
(Bidder to complete the following information)

Name of Bidder: CB GRANT ELECTRIC

Address: 4120 BRUHN CT.

City, State, Zip Code: Sacramento CA. 95821

Phone Number: (916) 803-8360

Email Address: C.deard@surewest.net

## CITY OF SACRAMENTO

Bid No. \_\_\_\_\_

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**"NO BID" RESPONSE FORM**

**NOTE: COMPLETE AND RETURN THIS FORM  
ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX your response to the \_\_\_\_\_ at (916) \_\_\_\_\_**. If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

**"NO BID" QUESTIONNAIRE**  
(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- We are not interested in doing business with the City of Sacramento, because \_\_\_\_\_  
\_\_\_\_\_
- Other reasons/comments: \_\_\_\_\_  
\_\_\_\_\_
- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Street Address/P.O. Box)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(E-mail address)

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

# **SECTION I REQUIREMENTS**

## SECTION I – REQUIREMENTS

### A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COPY OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
  - a) To obtain an electronic version of this bid go to Procurement's website at [www.cityofsacramento.org/generalservices/procurement/bids](http://www.cityofsacramento.org/generalservices/procurement/bids).
  - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, Wednesday, February 27, 2013. After opening, Bids may be inspected in the City Clerk's Office.

**(Note: Bids must be submitted up to 2:00 P.M. on the above date)**

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is:         Required                     Not Required
 

If required, bid security approved by the City must accompany the bid, in the amount of \_\_\_ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
  1. The right to award in whole or in part.
  2. The right to reject all partial bids.
  3. The right to reject any or all bids or make no award.
  4. The right to issue subsequent Invitation For Bids (IFB).
  5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
  6. The right to waive any informality or irregularity in the bidding process and any bids.
  7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.
8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is:  Not Required  Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of \_\_\_\_\_.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).
12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. **Failure to attend this conference will result in rejection of your bid.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions

Angela Edwards, Administrative Analyst  
Email: [akedwards@cityofsacramento.org](mailto:akedwards@cityofsacramento.org)  
Phone: 916-808-1191

Technical Questions

Norm Colby, Operations General Supervisor, Traffic Signals  
Email: [ncolby@cityofsacramento.org](mailto:ncolby@cityofsacramento.org)  
Phone: 916-808-6635

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
  - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
  - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
  17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
  18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for alternate sources, to insure continuity of supply if meeting the City's **requirements** within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
  19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90<sup>th</sup> day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
  20. **Non Professional Services Agreement.** The bidder(s) recommended for this award will be required to sign the attached Non Professional Services Agreement. Bidders are responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms and conditions prior to submitting their bids.
  21. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.
23. **Submission of Bids.** The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. **Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:**

City of Sacramento  
City Clerk's Office  
915 I St., Ste. 122391  
Sacramento, CA. 95814-2604

**Bid submissions made via personal delivery shall be delivered to:**

City of Sacramento  
City Clerk's Office  
Historic City Hall  
915 I St., Ste. 116  
Sacramento, CA. 95814

24. **Bid Protect. Bid Protest.** Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>.
25. **City of Sacramento Boycott of Arizona-Headquartered Businesses.** On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A  
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

# **SECTION II CONTRACT DOCUMENTS**

## SECTION II – CONTRACT DOCUMENTS

### A. SPECIAL PROVISIONS

1. **Period of Performance.** Any contracts(s) resulting from this solicitation will be awarded with a base period beginning from \_\_\_\_\_ thru \_\_\_\_\_.
2. **Invoices.** All Invoices under this Agreement shall be accompanied by (2) Proof of Publications which shall be sent to the person requesting the service. The printed proof(s) of the publication must be furnished using the same print used for the actual advertisement of printing on separate slips or sheets of paper. The invoice shall include the following information, at a minimum:
  - (1) Name of contractor
  - (2) Contract/Purchase Order number
  - (3) Description of advertisement item
  - (4) Date of advertisement
  - (5) Name of person placing Call
  - (6) Telephone of person placing call
3. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.
4. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.
5. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.
  - A. The contractual point-of-contact for this contract is:
 

Project Manager: Norm Colby, Operations General Supervisor  
 Dept.: Public Works  
 Division: Transportation Division, Signal and Lighting Section  
 Address: 5730 24<sup>th</sup> Street, Bldg 11, Sacramento, CA 95822  
 Phone: 916-808-6635  
 E-Mail: ncolby@cityofsacramento.org
6. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.
7. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

8. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.
9. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.
  - A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
  - B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.
10. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.
11. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.
12. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.
 

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.
13. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.
14. **Notification of Material Changes in Business.** Contractor agrees that if experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.
15. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

- 16. Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.
- 17. Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
- 18. Modification of Contract.** The City may order changes in the work herein required and may order extra work In connection with the performance of the contract and the Contractor may comply with such orders, except that:
- A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
  - B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

**19. Environmentally Preferable Procurement**

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy\\_SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

## **20. Award**

The lowest responsible bidder(s) shall be required to enter into a non-professional services agreement with the City of Sacramento which is Attachment 1 of this bid.

**SECTION II – CONTRACT DOCUMENTS**

**B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS**

**Exhibit A – Scope of Work and Special Provisions**

**Exhibit A****CITY OF SACRAMENTO  
SACRAMENTO, CALIFORNIA****SCOPE OF WORK AND SPECIAL PROVISIONS****REPLACEMENT OF COPPER WIRE, CITYWIDE**

This contract is for the replacement of copper wire stolen from City street light infrastructure to restore street lights to Working Order City wide. Contract will also include installing of theft deterrent devices. This is a one year contract with the option to extend two additional years. Extensions will be mutually agreed upon and in writing.

**1. Scope of Work**

This contract is for the replacement of copper street lighting wire, located behind the curb from pull box to pole, pull box to pull box, or pole to pole, throughout the City of Sacramento. The individual jobs typically are in ranges of up to 250 feet. The Contractor must provide all labor, tools, and equipment necessary to pull wire, up to 250 feet, and secure all access points and leave the job site in a state-of-good-repair. All work must be performed in accordance with all contractual documents, including the specified Work Order(s) and all of the Project Manager's or designated Inspector's instructions. All work shall comply with the City of Sacramento, Standard Specifications for Public Construction, dated June 2007, (or any updated City Standard Specifications when adopted), including but not limited to Section 10 - Construction Materials, Section 17 - Laying Aggregate Base, Section 18 - Headers, and Section 24 - Curb, Gutter, and Sidewalks. Additionally, all work shall comply with the attached drawings that incorporate the latest ADA requirements, as well as the City of Sacramento's Sidewalk Closure Policy and Standards, dated August 14, 2007.

**2. State Standard Specifications and Plans**

For Specifications of a technical nature not covered by the City Standard Specifications or these Special Provisions, the Standard Specifications and Standard Plans of the State of California Business Transportation and Housing Agency Department of Transportation, dated May 2010; shall apply. All mention of and reference to the State Standard Specifications or State Standard Plans shall specifically mean the Standard Specifications of the State of California Department of Transportation dated May 2010.

In the State Standard Specifications and the State Standard Plan, all mention of the "State" shall be construed to mean the City of Sacramento and all mention of the Engineer shall mean the Director of Public Works or his designee who may have been assigned to the supervision of this project by the Director of Public Works.

**3. Special Provisions**

- a. Contractor shall be a licensed electrical contractor.
- b. Contractor shall be responsible for clearing any obstructions including dirt, rock, debris, and wire nuts from conduits and installing new wire.
- c. Contractor shall be responsible for making all connections before securing poles and pull boxes, and energizing circuit to insure proper operation.
- d. Any replacement wire stolen before all access points are secured and work accepted by

City of Sacramento shall be the responsibility of the contractor. Contractor shall install theft-deterrent devices such as steel pull box lids and hand hold covers and weld shut after wire is replaced.

f. Contractor shall bid on replacement of stolen wire (up to six #6 and one #10) as required to complete circuit restoration and securing of poles and pull boxes with City-supplied materials listed below. If there are breaks in conduit, City may request a quote from Contractor to make necessary repairs. However, City shall retain the right to repair breaks in conduit, in lieu of assigning repairs to Contractor.

g. Bid to include 700 each up to 250 ft. sections of copper wire replacements and securing of hand holes and pull boxes affected and welded shut.

h. Repair will be completed within 5 days of notice.

#### **4. City of Sacramento Supplied Materials**

The following materials shall be supplied by the City of Sacramento:

- Wire
- Theft-deterrent pull-box devices and locks
- Pull-box lids
- Security hand-hole covers

#### **5. Insurance**

Prior to the City's execution of a contract, the successful bidder shall be required to provide proof of insurance and additional insured endorsements as required under the contract.

#### **6. Documentation of Work and Invoicing**

Accurate records of locations and work performed, shall be kept by the Contractor for all work performed on behalf of the City. Hard copies of the Work Order shall be submitted to the Signals and Lighting Section with all invoices.

Invoices not accompanied by the Work Order shall be rejected and Contractor will be responsible for resubmitting daily as well as the proper documentation. Upon receipt of invoice(s), City staff, shall accept and approve. The City of Sacramento's payment terms for all invoices is NET-30, upon acceptance and approval.

Invoices and all back-up documentation shall be submitted to:

**City of Sacramento  
Signals and Lighting Section  
5730 24th Street, Building 11  
Sacramento, California 95822  
(Attn: Steve Krecek)**

#### **7. Safety**

While working on any City street, Contractor shall furnish and use proper warning lights and equipment in accordance with the California Manual of Uniform Traffic Control Devices, Temporary Traffic Control 2012 Edition in order to protect their workmen, the Citizenry, and property of others. Contractor shall conform to all rules and regulations of the California Occupational Safety and Health Act (CalOSHA.) Work shall be performed to all applicable

safety rules and regulations. The Contractor is also advised that the City of Sacramento is a "Drug Free Zone."

### **8. Contract Period**

Any contract resulting from this bid shall be effective from the date of award through midnight, April, 2014 with the option to extend two additional years. Extensions will be mutually agreed upon and in writing. Services are to be provided on an as-needed-basis. Services required by the City will be based upon availability of funds and actual needs as they occur throughout the contract period. No services may be required by the City from the Contractor during all or any portion of the contract term.

### **9. Pricing**

Services to be provided on an as-needed-basis. Services required by the City will be based upon availability of funds and actual needs as they occur throughout the contract period. Quantities listed are estimates only of the City's requirements and more or less may be procured at the unit pricing listed below. No services may be required by the City from the Contractor during all or any portion of the contract term. The prices quoted to the City shall be as low as, or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment. Services procured as a result of this bid are for the maintenance and repair of city streets and do not constitute a public project (City of Sacramento Charter, Article XIV Public Contracts and Supplies, § 204 Same—Public project defined). Prevailing wages are not required.

### **10. Cooperative Purchasing**

If mutually agreeable to both parties, the use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

### **11. Dismissal of Unsatisfactory Employees**

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

### **12. Drug-Free Workplace Policy**

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy. - As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the

right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

### **13. Modification of Contract**

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- a. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- b. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whatsoever shall in any manner or degrees modify or otherwise affect the terms of this contract, including the requirements of the specifications.

### **14. Subcontracts and Assignments**

No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City. Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

# **SECTION III BIDDER RESPONSE DOCUMENTS**

## SECTION III – BIDDER RESPONSE DOCUMENTS

### **A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

#### **1. CERTIFICATE OF INSURANCE**

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

#### **2. BUSINESS OPERATIONS TAX CERTIFICATE**

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

**SECTION III – BIDDER RESPONSE DOCUMENTS**

B. BID GUARANTEE (If Applicable)

C. PERFORMANCE BOND (If Applicable)

D. PAYMENT BOND (If Applicable)

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT**

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.  
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

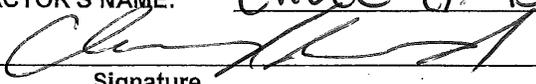
EXCEPTION: \_\_\_\_\_  
                                 Date                                Violation Type                                Place of Occurrence

If additional space is required use back of this form.

\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Chuck G. BEARD      CB GRANT ELECTRIC  
 BY:  OWNER Date: 2-26-13  
                                 Signature                                Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

## F. ITEMS REQUIRING BIDDER RESPONSE

**NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.**

### 1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

#### A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES** – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO** -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

1009810

#### B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES** - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO** - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: \_\_\_\_\_.

### 2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [ ] (Net 30 days)

If **Yes**, the Payment Discount is \_\_\_\_\_% for payment within \_\_\_\_\_ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

### 3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [ ] or No [ ]

If **Yes**, what percentage discount would you offer the City to be paid through EFT? \_\_\_\_\_%

### 4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

CA

State Where Bidder is Headquartered

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**G. PRICING SCHEDULE**

**Exhibit B- Pricing Schedule for Replacement of Copper Wire, Citywide**

## Exhibit B

**CITY OF SACRAMENTO  
SACRAMENTO, CALIFORNIA**

**PRICING SCHEDULE**

**REPLACEMENT OF COPPER WIRE. CITYWIDE**

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein:

	Item No.	Description	Quantity	Unit	Unit Price	Extended Price
Year One	1	Labor and equipment necessary to pull wire and secure all access points, per assignment, up to 250 ft. see note 1 of pricing schedule.	700	Each	305	213,500
Year Two	1	Labor and equipment necessary to pull wire and secure all access points, per assignment, up to 250 ft. see note 1 of pricing schedule.	700	Each	335	234,500
Year Three	1	Labor and equipment necessary to pull wire and secure all access points, per assignment, up to 250 ft. see note 1 of pricing schedule.	700	Each	368	257,600

Grand Total: 705,600

**Pricing Schedule Notes:**

1. Prices shall be all-inclusive, including all applicable taxes and fees. No surcharges or additional costs will be allowed. City will provide all materials necessary to complete Item 1, i.e., Pull-boxes, wire, theft deterrent devices and hand-hole covers.

2. Services to be provided on an as-needed basis. Services required by the City will be based upon availability of funds and actual needs as they occur throughout the contract period. Quantities listed in this Pricing Schedule are only estimates of the City's annual requirements for bid evaluation purposes. No services may be required by the City from the Contractor during all or any portion of the contract term.
3. In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Pricing Schedule. When such a mathematical error appears on the face of the Pricing Schedule, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.
4. When an item price is required to be set forth in the Pricing Schedule, and the extended total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the estimated quantity of work to be performed for, said item, the item price shall prevail over the sum set forth as the extended total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The extended total paid for each such item of work shall be based upon the item price and not the extended total price. Should the Proposal contain only extended price for the item and the item price is omitted, the City shall determine the item price by dividing the extended total price for the item by the Project Managers estimate of the estimated quantities of work to be performed as items of work.

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. \_\_\_\_\_

FOR SERVICES/SUPPLIES: \_\_\_\_\_

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: CB GRANT ELECTRIC

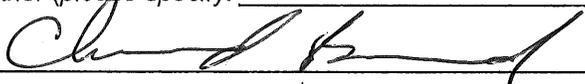
ADDRESS: 4120 BRUHN CT. Sacramento

PHONE #: (916) 803-8360 FAX #: (916) 485-8571 E-MAIL: Cbeard@surrewest.net

STATE TAX I.D. #: 545-27-1577 FED. TAX I.D. #: 68-020-7825

City of Sacramento Business Operation Tax Certificate #: 1009810  
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one):  Individual/Sole Proprietor  Partnership  
 Corporation  Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

BY: (signature of authorized person) 

PRINT NAME: Chuck BEARD

TITLE: OWNER

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.