



TOWN OF HILLSBOROUGH, CALIFORNIA

INVITATION FOR INFORMAL BIDS

FOR THE

**ON-CALL ELECTRICAL SERVICES
TWO YEAR CONTRACT**

Bid Due: 2 p.m., Wednesday, September 25, 2019

Town of Hillsborough
1600 Floribunda Avenue
Hillsborough, CA 94010



NOTICE TO BIDDERS

Informal Bids are hereby requested by the Town Hall, Town of Hillsborough for the:

ON-CALL ELECTRICAL SERVICES

Scope: The scope of work is to furnish all labor, materials, equipment, tools, and services required to perform and complete all work necessary for on-call electrical services

Bid Timing: Sealed bids must be received by the Office of the City Clerk, Town Hall, Town of Hillsborough 1600 Floribunda Avenue, Hillsborough, California 94010, **by 2:00 p.m. on Wednesday, September 25, 2019.**

Project Duration: The duration of the project will be two years from the date of contract execution. The Town has the option to extend the contract for an additional year on the same terms and conditions applicable to the second year by providing written notice thereof to the Contractor at least thirty days prior to the expiration of the initial two year term.

Proposal Format and Submittal: All proposals must be on the forms in this package or on photocopies of these forms. Subsequent to Bid Opening, all proposals must remain valid for 90 days and may be subject to acceptance by the Town.

Contractor Qualifications: The Contractor must demonstrate a minimum level of five (5) years direct experience in on-call Electrical related work. The Contractor must provide proof of successful completion of at least three (3) other projects similar in size and scope to the work specified herein within the last two (2) years. The Contractor may be disqualified if they cannot provide this proof of experience. Any work performed by subcontractors for the Contractor will not be considered. The Contractor must be in possession of a C-10 Electrical license from the California State Contractors License Board. License must be maintained for the life of the contract.

Upon notification of an award the Contractor will have ten (10) calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

Pre-Bid Site Investigations: Bidders shall be responsible for examining the designated sites, to note existing conditions and to take measurements, prior to submission of their bids. No allowance or additional payment will be subsequently made for any site condition that could have been ascertainable by making this site investigation.

Questions regarding this Invitation to Bid may be directed to John Iaquinto or Gary Francis, Project Managers, at (650) 375-7444

PROPOSAL

ON-CALL ELECTRICAL SERVICES

TO: Town of Hillsborough
Office of the City Clerk
Town Hall
1600 Floribunda Avenue
Hillsborough, California, 94010

PROJECT DESCRIPTION

The Department of Public Works seeks proposals from qualified firms to provide as-needed, on-call Electrical Services for various projects to be determined. The contract will be administered by the Public Works Department; however the scope of work may not be limited to one Division or Department.

The project managers will be Gary Francis and John Iaquinto. This request for proposals is to solicit qualifications and rates from various firms, with the intent of signing agreements with those firms that most fit the department's needs. Task scopes, budgets, and completion schedules will be negotiated as projects arise. The City plans to select one or more firms ("Consultant") to provide Electrical Services. The selected Consultants may have different areas of expertise to allow staff maximum project flexibility. The TOWN intends to award Contracts with terms of one (2) years, with options to renew for up to one (1) additional year.

OVERVIEW

The Town of Hillsborough invites sealed proposals or bids for furnishing labor, material and equipment required to complete the project in the particular locations. The following information is presented to indicate the size of the project and no warrant is made or intended to final quantities:

The project includes, but is not limited to, on-call Electrical Services throughout the Town of Hillsborough.

CONTRACT DOCUMENTS

In addition to this Proposal and the accompanying Appendix, the following documents (once they have been properly completed and executed) shall be included in the Contract Documents by reference:

Notice to Bidders	Special Provisions
Statement of Compliance	Technical Provisions
General Conditions	Addenda
Exhibits	Agreement for Public Improvements

Whenever the provided documents or these Special Provisions do not provide sufficient information or clarity for the Contractor to understand the intent, or whenever the Contractor feels that the information provided is inconsistent with “industry standards”, the Contractor shall bring this to the attention of the City Engineer, through his designated representative, and ask for clarification, before taking any action.

All materials received in support of this Bid will become the property of the Town.

AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Contractor (s) who is regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

Factors that will be considered by the City include:

- Technical capability of the Contractor to accomplish the scope of work required in the Bid Invitation. This includes performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record; and,
- Vendor history of performance and termination for convenience or cause.

MINOR CHANGES IN SCOPE OF WORK

The hourly rate in the Bid Schedule is for the purpose of obtaining comparable bids.

AWARD AND REJECTION OF BIDS

In determining to whom the award is to be made, the Town may consider, in addition to the bid prices received, such other factors as the experience of the bidder for the particular service sought, the quality of work that the bidder has done, the quality of the product or materials provided by the bidder, the ability of the bidder to complete the project in a timely manner, the safety compliance record of the bidder, and the insurance carried by the bidder.

ON-CALL ELECTRICAL SERVICES

The Town may reject any or all bids. The Town shall reject a bid submitted by an entity that includes any party that has been delinquent or unfaithful in any former contract with the Town. The Town also reserves the right to waive any irregularities or informalities in any bid or in the bidding procedures. All bidders shall be notified of the award.

DENFINITIONS:

- “Journeyman Electrician” An individual who has completed a certified Electrician’s apprenticeship.
- “Electrical Apprentice” An individual who is currently attending a certified apprenticeship.
- “Laborer”(Electrical Helper) An individual that assists Journeymen and Apprentices

BID SCHEDULE

RATES FOR LABOR AND EQUIPMENT USAGE

(per hour of actual working time, unless otherwise noted)

Labor Rates *(including all surcharges):* Electrical Jobs during Regular Business Hours:
8:30 A.M. to 5:00 P.M. Monday–Friday; Excluding Town Holidays

Supervisor.....	_____	per hour
Journeyman Electrician	_____	per hour
Electrical Apprentice	_____	per hour
Laborers (Electrical Helper) <i>(including Traffic Control Workers)</i>	_____	per hour
Travel Time/Expense.....	_____	per hour
Or Flat Rate for Travel	_____	per trip

Labor Rates *(including all surcharges):* Electrical Jobs during EMERGENCY HOURS:
5:00 P.M. to 8:00 A.M. Monday–Friday, Saturday and Sunday; Including Town Holidays

Supervisor.....	_____	per hour
Journeyman Electrician	_____	per hour
Electrical Apprentice	_____	per hour
Laborers (Electrical Helper) <i>(including Traffic Control Workers)</i>	_____	per hour
Travel Time/Expense.....	_____	per hour
Or Flat Rate for Travel	_____	per trip

Additional Items:

1. Are there any surcharges such as fuel, disposables, etc.? Please list.
2. What is your minimum callout time that you bill for emergency and non-emergency?
3. What is your response time for an emergency call?

for the above-named project in the Town of Hillsborough, as specified or indicated in the Contract Documents, as enumerated above, for the prices set forth above.

The Bidder has carefully examined all of the Contract Documents, including the information being submitted on or with them. By signing below, the Bidder attests that all included conditions/provisions are hereby accepted and that all representations and warranties required are affirmed.

The Bidder has, by investigation of physical conditions existing in the Town of Hillsborough, satisfied himself/herself as to the nature, scope and location of the work and has fully informed himself/herself as to all conditions and matters that can in any way affect the work or the cost thereof. The Bidder has exercised his/her own judgment regarding the interpretation of available information and has utilized all data which he/she believes pertinent, from the Town and other sources, in arriving at his/her conclusions.

The Bidder has carefully checked all words and figures inserted into this Proposal, and understand that it may not be revoked or withdrawn for a period of ninety (90) days after the date on which bids are opened, and that all bids may be subject to acceptance by the Town of Hillsborough.

CONTRACT EXECUTION

The Bidder agrees that if this bid is accepted, he/she will, within ten (10) calendar days after having received a Notice of Award, enter into a contract with the Town to furnish the services described herein in accordance with the terms included in the these Contract Documents

PRIMARY CONTACT PERSON FOR THIS WORK

NAME: _____

PHONE #: _____ ALT. PHONE #: _____

eMAIL ADDRESS: _____

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes
and

says that he or she is _____

(sole owner, a partner, president, secretary, etc.)

of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Representative of Bidder

Subscribed and sworn to before me,
a Notary Public in and for the
State of California, County of

_____, this _____ day of

_____, 201_

Signature of Notary Public

My commission expires _____, 201_

(Seal)

BIDDER'S INFORMATION

The name of the Firm submitting this Bid is: _____.

The address to which all communications concerned with this Bid and the Contract shall be sent is:

(Street)

(City) (State) (Zip Code)

The Bidder declares under penalty of perjury that the Contractor's License number to be used for this project is: _____ This license expires on:

(Date)

The Bidder's Telephone Number is: (_____) - _____.

SIGNATURES

1. If Sole Owner

I sign as sole owner of the business named above as Bidder.

Signature of Bidder Date: _____, 201_

Name: _____

2. If Partnership

The undersigned certifies that he/she is a general partner in the Partnership named above as Bidder and that he/she has full authority to sign this Proposal on behalf of the Partnership.

Signature of Partner Date: _____, 201_

Name: _____

3. If Corporation

The undersigned certify that they are officers of the Corporation named above as Bidder and have full authority to sign this Proposal on behalf of the Corporation.

Name of Corporation

By: _____ Date: _____, 201____
Signature

Name: _____
Print

Title: _____

Attest: _____
Secretary

(If person executing on behalf of Corporation is not the President or Vice President, attach evidence of authority to sign on behalf of Corporation.)

4. If Joint Venture

The undersigned certify that they have full authority to sign this Proposal on behalf of the Joint Venture named above as Bidder.

Name of Joint Venture

By: _____ By: _____
Signature Signature

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____, 201____ Date: _____,
201____

(Submit statement explaining the nature of the individual entities, which comprise the Joint Venture, and evidence of authority of individuals who sign this Proposal to do so on behalf of the Joint Venture.)

EXHIBITS AND ATTACHMENTS

ATTACHMENT 1 : SCOPE OF WORK

ATTACHMENT 2: PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT 1

COPE OF WORK

ON CALL ELECTRICAL SERVICES

Examples of on-call electrical services shall include, but not limited to the following:

- Install fuse links to restore power
- Repair and replace high voltage lines (primary and secondary)
- Replace defective or missing ground wires
- Diagnostic/troubleshooting and testing services
- General electrical maintenance and repair
- Installation of conduit, wiring, junction boxes, fixtures and electrical equipment to repair or replace existing equipment
- New service installations
- Panel/Breaker installation/repair
- Replace or repair exterior light fixtures, replace bulbs, replace timers or reset timers
- Replace or repair interior light fixtures, replace bulbs, replace timers or reset timers
- Replace or repair interior wiring, wall sockets, switches, and fuses and electrical circuit breakers
- Provide technical support to Town of Hillsborough staff when required
- Emergency repair work

1. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary. At all times, work shall not interfere with ingress or egress of the building or normal operations by Town Employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.

2. The contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the contractor's workers are not present. The contractor is responsible for protecting the work from damage from any source prior to final acceptanc

ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT

TOWN OF HILLSBOROUGH
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ by and between the Town of Hillsborough, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1600 Floribunda Ave., Hillsborough, CA 94010 ("Town"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). Town and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. Town is a public agency of the State of California and is in need of professional services for the following project:

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for Town to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the Town with the services described in the Scope of Services attached hereto as Exhibit "A." [Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]

2. Compensation.

a. Subject to paragraph 2(b) below, the Town shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." [Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ [Insert amount of compensation]. This amount is to cover all printing and related costs, and the Town will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days

of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the Town, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Town by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Town and executed by both Parties before performance of such services, or the Town will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Town.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the Town to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither Town nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the Town, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Town, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder. Any subconsultants Consultant intends to utilize in the performance of this Agreement shall be listed in Exhibit "B." Consultant shall provide written notice and shall obtain the written consent of the Town prior to using or substituting a non-listed subconsultant in the performance of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of Town. No employee or agent of Consultant shall become an employee of Town. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Town as herein provided.

11. Insurance. Consultant shall not commence work for the Town until it has provided evidence satisfactory to the Town it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Town, its officials, officers, employees, agents and Town designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the Town, and provided that such deductibles shall not apply to the Town as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the Town.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Town, its officials, officers, employees, agents and Town designated volunteers additional insured status.

(iv) Subject to written approval by the Town, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Town as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the Town and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$2,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$2,000,000 per occurrence
Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the Town evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the Town at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Town at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Town or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the Town, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Town, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the

Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the Town, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Town, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Town has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Town will be promptly reimbursed by Consultant or Town will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Town may cancel this Agreement.

(iii) The Town may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the Town nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Town that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Town as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, Town may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of TOWN's choosing), indemnify and hold the TOWN, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any **ON-CALL ELECTRICAL SERVICES**

acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the TOWN, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the TOWN, Consultant's obligations shall be reduced in proportion to the established comparative liability of the TOWN and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. [***INSERT "IF" OR "SINCE" AS APPROPRIATE***] the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and [***INSERT "IF" OR "SINCE" AS APPROPRIATE***] the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Town shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. Registration. [***INSERT "IF" OR "SINCE" AS APPROPRIATE***] the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractor. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project

that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. Labor Compliance; Stop Orders. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the Town. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following provision and renumber all further provisions, if not applicable.]

15. Town Material Requirements.

Consultant is hereby made aware of the Town's requirements regarding materials, as set forth in **[Insert the name of the document that contains the Town's standard material requirements]**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

17. Termination or Abandonment

a. Town has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, Town shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Town shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Town and Consultant of the portion of such task completed but not paid prior to said termination. Town shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to Town only in the event of substantial failure by Town to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Town.

19. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Town.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

TOWN:

Town of Hillsborough
1600 Floribunda Ave. Hillsborough, CA 94010

Attn: [REDACTED]

CONSULTANT:

[REDACTED]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Town and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of Town and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Town. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. Town's Right to Employ Other Consultants

Town reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF HILLSBOROUGH
AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TOWN OF HILLSBOROUGH

[INSERT NAME OF CONSULTANT]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

|