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**File ID:** 2024-01912

12/3/2024

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**Agreement: Electric Motor Repairs and Services [Published for 10-day Review on 11/21/2024]**

File ID: 2024-01912

**Location:** Citywide

**Recommendation:** Pass a **Motion** authorizing the City Manager or the City Manager's designee to execute Non-Professional Services Agreements with All Electric Motors, Dahl-Beck Electric Company, Herold & Mielenz, Inc., Koffler Electrical Mechanical Apparatus Repair, Inc., and Modesto Electrical Company for On-Call Electric Motor Repairs and Service, for a one-year term, with the option to extend for four additional one-year terms, not to exceed five years for an amount not-to-exceed amount of \$3,000,000 per vendor; with a total not-to-exceed amount of \$15,000,000.

**Contact:** Deanne Neighbours, Logistics Manager, (916) 808-3536, dneighbours@cityofsacramento.org; Ray Wilderman, Utilities Operations and Maintenance Superintendent, (916) 808-6955, rwilderman@cityofsacramento.org; Charley Cunningham, Utilities Operations and Maintenance Manager, (916) 808-5518, ccunningham@cityofsacramento.org; Pravani Vandeyar, Director, (916) 808-3765, pvandeyar@cityofsacramento.org; Department of Utilities

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Agreement\_Herold & Mielenz Inc.
- 3-Agreement\_All Electric Motors Inc.
- 4-Modesto Industrial Electric Co. Inc.
- 5-Agreement\_Dahl-Beck Electric
- 6-Agreement\_Koffler Electrical Mechanical Apparatus Repair Inc.

**Description/Analysis**

**Issue Detail:** The City of Sacramento has an ongoing need for On-Call Electric Motor Repairs and Service at Department of Utilities (DOU) critical facilities.

DOU requires vendors with various specialties to service the large variety of motor sizes and types utilized at facilities throughout the City. For instance, All Electric provides specialty in valve actuators

and large high horsepower motors, Herold and Mielenz specializes in submersible and lower horsepower motors up to 600 volts, Modesto Industrial Electric specializes in higher horsepower and medium voltage motors, and Koffler specializes in synchronous motors and higher horsepower and medium voltage motors. To provide operational flexibility and support the variety needs at facilities throughout the City, DOU is proposing to award non-professional services agreements to five on-call vendors for electric motor repairs and services, for a one-year term, with the option to extend for four additional one-year terms, not to exceed five years for an amount not-to-exceed amount of \$3,000,000 per vendor; with a total not-to-exceed amount of \$15,000,000.

**Policy Considerations:** In conformance with City Code section 3.56.090, City Council approval is required to execute non-professional service agreements if the amount expended under the agreement is \$250,000 or more. City Council may approve an alternative procurement process pursuant to City Code section 3.56.230.

Pursuant to the Non-Professional Services Procurement Policy AP4101, Section.1 (c)(1), when on-call services contracts are used, the amount of the procurement is the cumulative amount of the on-call services contracts if multiple on-call services contracts are being used for the same scope of services. DOU was previously approved to suspend competitive bidding for the purpose of an RFQ and is now requesting to suspend competitive bidding as allowed pursuant to Section.2.(1) which is allowed, if after advertising for bids as required, no valid bids are received. A different procurement method may be used, provided the use of such method is approved by the City Council consistent with applicable provisions of the City Code. Pursuant to Section.2.(2)(ii), DOU has entered into competitive negotiations with all proposers to obtain the lowest prices available for these services.

The Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on November 21, 2024, in compliance with the City Code.

**Economic Impacts:** None.

**Environmental Considerations:** The activity described in this report has been determined to not be a project pursuant to the California Environmental Quality Act (CEQA). CEQA Guidelines Section 15378(b). The activity is a continuing administrative or maintenance activity, such as the purchases of supplies or personnel related actions and will not result in direct or indirect physical changes in the environment [CEQA Guidelines section 15378 (b)] and is not subject to CEQA (CEQA Guidelines Section 15060(c)(3)). Future maintenance activities that may result as from the approval of this agreement are generally exempt from CEQA pursuant to CEQA Guidelines Section 15301.

**Sustainability:** The proposed contract is consistent with the 2040 General Plan under policy PFS-



3.1 as it is related to public facilities and safety, including providing reliable water, wastewater, and stormwater drainage service to the City of Sacramento.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** On May 30, 2023, DOU issued Request for Proposal (RFP) P23141361517 for On-Call Electric Motor Repair Parts and Services. Four proposals were received and subsequently rejected after it was determined they were not responsive to all solicitation requirements. Non-professional services agreements were subsequently executed under the spending authority of the City Manager with the intent to revisit and release another solicitation for these services.

Staff received approval from City Council on June 11, 2024, to allow the use of a Request for Qualification (RFQ) process to establish a qualified Contractor list for On-Call Electric Motor Repair Parts and Services. The purpose of the RFQ was to develop a list of qualified on-call Contractors to assist Department of Utilities' staff in repairing and servicing the wide array of types and sizes of electric motors used in DOU infrastructure throughout the city. After receiving Statements of Qualification (SOQs), staff proposed to enter into contracts with all Contractors deemed qualified. City Council approved the use of this alternative process with a two-thirds vote.

On August 6, 2024, DOU issued Request for Qualifications (RFQ) Q24141361712 for On-Call Electric Motor Repair Parts & Service. The project was publicly advertised, extensive outreach was conducted including two pre-bid meetings, and five Contractors submitted Statements of Qualification (SOQs). One Contractor was invalidated due to failure to accept addendums as required, and the remaining four Contractors were rejected after it was determined they were not responsive to all solicitation requirements. Competitive bidding requirements do not apply to this solicitation because City Council approved an alternative form of procurement and the City did not receive any valid bids. Due to the Contractors' demonstrated lack of capacity to meet the City's solicitation requirements, DOU is requesting to approve contracts resulting from competitive negotiations with all proposers and award agreements for on-call services up to \$3,000,000 each.

**Financial Considerations:** Funding for the first year of these agreements of approximately \$300,000 has been included in the approved Fiscal Year 2024/25 DOU Budget. Funding for future fiscal years shall be subject to funding availability in the adopted budgets for the applicable fiscal year in an amount not to exceed \$3,000,000 over the five-year term for each agreement. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the applicable budget (operating, capital, multi-operating, or grants).

There are no impacts to the General Fund for this Agreement.

**Local Business Enterprise (LBE):** The minimum LBE participation requirement is waived as the

City has suspended competitive bidding and utilized an alternate procurement method to select a supplier.

CONTRACT #: **PRC003257**  
CONTRACT NAME: **On-Call Electric Motor Repair Parts & Service**  
CONTRACT PROJECT #: NA  
DEPARTMENT: Utilities  
DIVISION: Engineering & Water Resources

CITY OF SACRAMENTO

## **GOODS AND NONPROFESSIONAL SERVICES AGREEMENT**

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Herold & Mielenz, Inc.*  
3531 51st Avenue, Sacramento, CA 95823  
Phone: (800) 422-7493/E-mail: [repairs@heroldmielenz.com](mailto:repairs@heroldmielenz.com)

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A - Technical Specifications  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods and Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies (“Goods”) and the non-professional services (“Services”) described in Exhibit A (referred to collectively as “Goods and Services”).

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of Exhibit A (“Additional Goods and Services”) unless, before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that

the Additional Goods and Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

*Access to City facilities will be provided, as needed.*

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Ray Wilderman, Superintendent*  
*Department of Utilities*  
*1395 35<sup>th</sup> Avenue, Sacramento, CA 95822*  
*Phone: (916) 808-8067/E-mail: [rwilderman@cityofsacramento.org](mailto:rwilderman@cityofsacramento.org)*

The CONTRACTOR Representative for this Agreement is:

*George McDermott*  
*Herold & Mielenz, Inc.*  
*3531 51st Avenue, Sacramento, CA 95823*  
*Phone: (800) 422-7493/E-mail: [repairs@heroldmielenz.com](mailto:repairs@heroldmielenz.com)*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Quantities.** The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in Exhibits A or B.

**4. Time of Performance.** The Goods and Services described in this Contract shall be provided for **One Year. The City may extend this Contract for up to Four (4) additional one-year terms, for a maximum five-year term.** Contractor shall provide the Goods and Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**5. Delivery and Inspection.**

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

- C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.



## EXHIBIT B

### PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ **3,000,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608

C. All invoices submitted by CONTRACTOR must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**8. Additional Goods and Services.** Additional Goods and Services shall be provided only when a Supplemental Contract authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**9. Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

**10. Accounting Records of Contractor.** During performance of this Contract and for a period of three

years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11. **Sales Tax Requirements.** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.
  
12. **Use Tax Requirements.** On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.
  
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.
  
  - C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.
  
13. **Excise Tax Requirements.** The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.
  
14. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.
  
15. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

- \_\_\_\_\_ Construction work in an amount exceeding \$25,000;
- \_\_\_\_\_ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If any of the lines is checked above**, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor 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 that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, 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.

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 and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

  X   Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 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.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

       No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 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.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. 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.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.



## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against 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 or services performed under this Contract, including, any fees and 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 Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to 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 this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.



**27. Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

## ATTACHMENT 1 TO EXHIBIT A – SCOPE OF SERVICES

### 1. SCOPE OF SERVICES

#### 1.1 Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

On-call contractors who can perform motor repairs and services, including emergency repairs, at the request of the DOU Staff, which shall identify specific tasks, deliverables, and deadlines on an as-needed basis. These repairs may include, but are not limited to, Rotor Inspection/ Test/ Repair, Stator Inspection/ Test/ Repair, Stator Rewinding, or Mechanical Inspection/ Reconditioning.

All work shall be in accordance with the Electrical Apparatus Service Association's (EASA) Recommended Practice, AR100-2015 latest edition and the National Electrical Manufacturers Association (NEMA) standards for service and repair of electrical apparatus. Work shall be in conformance with standards set by, but not limited to, the following organizations:

1. Underwriters Laboratories (UL)
  - a. Underwriters Laboratories – Certified motors shall be recertified after repair.
  - b. Contractor's shop or his sub-contractor's shop shall be UL-certified to rebuild explosion-proof electric motors for use in hazardous environments.
2. American National Standards Institute (ANSI)
3. American Society for Testing and Materials (ASTM)
4. National Electrical Code (NEC)
5. National Fire Protection Agency (NFPA)
6. National Electrical Manufacturers Association (NEMA)

#### Qualifications

1. The City prefers that the Contractor be EASA Accredited, but it is not mandatory. The Contractor will provide a copy of the certification upon request by the City.
2. The City prefers that the Contractor or Contractor's sub-contractor be certified as an "Explosion-Proof, UL Facility." The Contractor will provide a copy of the certification upon request by the City.
3. Contractor shall be responsible for obtaining all O.E.M. technical documents, drawings, and parts when necessary.
4. Contractor shall have all engineering, design, metalizing, welding, heat treating, machining, balancing, calibrating, and testing capabilities necessary to completely refurbish/rewind electric motors.
  - a. Equipment used for inspecting, calibrating, and testing pumps and motors shall be up-to-date and have calibration certificates, less than one year old, traceable to NIST standards where applicable.

#### Sample Motor List

SAMPLE LIST OF MOTORS FOR REFERENCE – NOT ALL INCLUSIVE			
Make/Model	HP	Voltage	Frame
Limitorque, 1YAB06837A2	5.1	230/460	184TR1
GE, 5K6257XH663A	30	230/460	B324TP12
GE, 5K6237XH90A	25	230/460	B284TP12
Fairbanks Morse, B2317	50	220/440	ZG2485P
GE, 5K6247XH541A	20	230/460	B324TP12
GE, K6333XC3A	150	440	6333P
Westinghouse	800	4160	GF-39C
Westinghouse 5V2699	400	4160	681-P

### **1.1.1 Recondition/Repair of Electric Motors**

Reconditioning/repair of electric motors shall include the testing, disassembling, inspection, cleaning, dipping, baking of windings, replacement of bearings, replacing brushes, turning slip-rings, dynamically balancing all rotating elements, assembly, testing and painting at a minimum and include the following:

#### **A. Pre-Disassembly Test**

1. Using a 1000V meg-ohm meter, conduct verification of insulation integrity. Record the insulation resistance of the motor as brought in from the city. Acceptable criteria is 5 meg-ohms or higher.
2. Verify that heaters are operational and that other attached features, such as thermocouples, Resistive Thermal Devices (RTD), have continuity.
3. Single-phase test to check for open rotors. (After disassembly, rotors will be inspected for evidence of damaged, cracked, or open circuit bars or end rings. If there is evidence of faults, the rotor will be growl-tested.) The detection of any defect during testing shall be reported promptly to the Engineer or designee.
4. Documentation covered under this section shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as received. The Engineer shall be notified if acceptable criteria are not met.

#### **B. Motor Disassembly**

1. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
2. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.

#### **C. Motor Inspection**

1. Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.
2. All stators windings/coils shall be surge- tested with an electronic surge tester specifically designed to apply a surge voltage stress test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in winding under test. Testing shall be per EASA, IEEE 62.2, 112 and 7.2.3 standards. Infrared imaging shall be provided pre and post-test.
3. Air gap shall be measured and recorded at the 12, 3, 6 and 9 o'clock positions at both ends of the motor.
4. The motor shall be dismantled and inspected for defective components. Care should be taken during the disassembly to ensure components are marked for identification and orientation for reinstallation.
5. If the motor is in poor condition and cannot be repaired, reconditioned, or made as new, the Contractor shall notify the Engineer or their designee immediately.

#### **D. Exciter/Slip Ring Inspection & Repair**

1. Contractor shall inspect commutator for color and condition. It shall be clean, smooth, and have a polished brown color on brush contact races and show no signs of overheating. Any roughness shall be removed by sand papering or stoning. No emery cloth or emery stone is to be used.
2. Contractor shall advise the City if the commutator is found excessively rough.
3. Contractor shall inspect slip rings for uneven wear brush imprint, excessive arcing, and true concentric shape. Slip rings shall have a clean, smooth, and polished surface underbrush contact race. If this condition is not achievable, replacement of slip rings shall be required.



4. Contractor shall remove any black spots on slip rings by rubbing lightly with fine sandpaper.
5. Contractor shall clean and inspect all brush riggings, mounting points, measure and record insulation values and advise the City of any defects.
6. If the commutator requires repair, the commutator shall be turned down on a lathe to a true concentric shape, and mica undercut to accommodate the "turn down."

#### **E. Mechanical Fit**

1. Measure the bearing bores, shells, housings, and shaft journals using a micrometer. Shaft fits and housing fits shall comply with AR100-2015. Machine work shall be approved by the Engineer before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by metalizing and machining or boring and sleeving. Documentation of before and after measurements shall be made.
2. Replace bearings per manufacturer's specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Engineer. Bearings shall be properly lubricated and bearing oil reservoirs shall be drained for shipping and installation. If Contractor is tasked with installation, Contractor shall be responsible for filling the bearing oil reservoir upon installation. All equipment shall be tagged with information as to whether bearing oil reservoirs were filled and what type of lubricant was used.
3. No knurling, peening or adhesives will be used as a means of retaining bearings to the shaft or in the bearing bracket.
4. Sleeve bearings shall be reused when possible. Clearance shall be maintained at a maximum of 0.002" for the first inch of shaft diameter plus 0.001" of additional inch of shaft diameter.
5. Sleeve bearing work is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City. ASTM B23 alloy 2 or 3 shall be used for any rabbeting work required. Sleeve bearing work shall be quoted based on paragraph 2.7 of this Specification.
6. Sleeve bearings shall have a minimum of 80% journal surface contact in a strip approximately one inch wide in the bottom half of the bearing.
7. Final "As-Left" bearing clearance data shall be taken and recorded.
8. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.
9. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.

#### **F. Rotor Balancing**

1. The rotor and shaft shall be visually inspected for physical damage or signs of abnormal operation.
2. A printout tape from the balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the recondition/repair/rewind documents when the motor is delivered.
3. A core loss test shall be performed on the rotor. Results shall be recorded in the test report.
4. Thoroughly clean and dry the rotor and shaft.
5. Inspect the rotor laminations and verify they are firm and secure on the shaft. Dress any minor rubs or burrs.
6. Inspect the rotor bars for signs of fatigue or cracking, especially at the end ring connections. NDE methods may be requested if questionable indications are found.
7. Inspect end rings for signs of overheating, arcing, or burning.
8. Inspect the shaft and coupling fits. Verify proper tolerances of the key/keyway.
9. Measure and record the shaft runout and inspect the bearing journals and seal areas for signs of overheating or scoring. Shaft metalizing, machining, straightening, or replacement is deemed outside the

scope of this maintenance activity and shall not be completed without prior approval from the City.

10. Dynamically balance the rotor to a vibration level of 0.5 mils.

#### **G. Stator Rewinding**

1. All rewinding shall include complete reconditioning. Reconditioning is defined as replacement of bearings, seals, O-rings, oil and labor.
2. All re-winding to include thermal protection installation/replacement (if necessary).
3. Old windings shall be removed in a manner which prevents warping or cracking of the frame and deterioration of the core laminations or its magnetic qualities.
4. Stator slots and core laminations shall be cleaned, inspected, and dressed as necessary.
5. A stator core loss test shall be performed following winding removal and stator inspection.
6. Core damage that requires iron replacement or total restacking is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City.
7. Rewind material specifications shall meet or exceed the existing windings with regard to the number and size of conductors and insulating capabilities (electrical and thermal). Materials shall be upgraded when physically possible.
8. A test coil shall be VPI treated with the stator. The coil shall be destructively examined to ensure full penetration of resin. Repeat VPI treatment as necessary to provide complete resin penetration.
9. The stator and test coil shall be dipped and baked a minimum of two times. The test coil is to be returned with the motor.
10. Following rewind, hi-pot at  $1.7(2E + 1000)$  volts DC

#### **H. Motor Leads**

1. Motor leads shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered.

#### **I. Insulation**

1. Windings shall be double dipped with Class H varnish and baked.
2. Machine-finished surfaces bore of the stator lamination and periphery of the rotor laminations shall be cleaned of all varnish and foreign materials. Photo documentation of this process shall be made prior to and after lamination.

#### **J. Final Assembly Inspection/Test**

1. Prior to assembly, machined surfaces shall be cleaned and polished and all threaded holes shall be cleaned and tapped.
2. Motor shall be reassembled with new nuts, bolts, and gaskets as necessary. Nuts and bolts shall be USA manufactured Grade 5 or better.
3. Bearings shall be properly positioned on the shaft.
4. Rotor to armature position on horizontal motors will be such that end thrust against either bearing is eliminated. Sleeve bearing end play shall be approximately  $1/8''$  per inch of shaft journal diameter. Rolling element supplied machines shall have sufficient end play to allow for shaft expansion caused by temperature rise.
5. Vertical machines shall have thrust bearings set per the manufacturer's specification.
6. Rolling element bearings shall be properly lubricated in accordance with manufacturer's recommendations



and grease fittings removed and holes plugged.

7. Sleeve bearings shall be properly lubricated in accordance with manufacturer's recommendations and oil ring freedom of movement verified.
8. Rotors shall be checked for freedom or rotation.
9. Perform and record the results of a low resistance phase test for each phase.
10. Perform and record the results of an insulation resistance test to ground for all windings. A polarization index shall be calculated and recorded for all medium voltage motors. Voltage test levels shall be consistent with the opening voltage of the motor being tested.
11. If previous test results are acceptable, the motor shall be energized at rated voltage and run for a period of one hour or until sleeve bearing temperatures have stabilized for a minimum of 15 minutes. Notify City representative of bearing temperatures above 160 degrees Fahrenheit.
12. During the test operation the following data is to be recorded at no longer than fifteen-minute intervals.
  - a. Bearing Temperatures Stator
  - b. Temperatures Phase Currents
  - c. Phase Voltages
  - d. Vertical, Horizontal, Axial Vibrations
  - e. Blue shaft and scribe magnetic center on the motor shaft.
  - f. Terminate test, shut down motor and drain oil from the bearings and tag appropriately.
  - g. Complete final assembly as necessary and prepare motor for shipment.

#### **K. Paint**

1. The exterior of the motor shall be properly cleaned of rust and foreign material, prime painted, and finish painted with a good grade of machinery enamel, the same color as received unless otherwise specified. Nameplates, machined surfaces, and internal parts shall be protected from paint.
2. When needed, the interiors of motor frames and parts shall be painted with an insulating paint. This includes rotors, bearing brackets, frame interiors and air deflectors.
3. Windings shall not be painted.

#### **L. Incidentals**

1. All incidental parts requiring replacement, such as bearings, coils, etc. shall be considered included in other items of bid and no additional compensation shall be allowed.

#### **1.2.2. Rewinding of Electric Motors**

When rewind is done in conjunction with a recondition or repair, many of the items below will be redundant and shall not be performed or charged for twice. The items below apply to stator only (including all labor, materials and testing necessary for work completion) and shall at a minimum include:

#### **A. Pre-Disassembly Test**

1. Using a 1000 meg-ohm meter, conduct verification for insulation integrity. Acceptable criteria is 2.0 meg-ohms or higher.
2. A 5KV meg-ohm meter shall be used to verify insulation integrity of all 4160V motors.
3. Verify that heaters are operational and other attached features such as thermocouples have continuity.
4. Pre-disassembly documentation shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as received. The Engineer shall be notified if acceptable criteria are not met.

## **B. Stripping**

1. Windings shall be removed by temperature-controlled burnout with oven temperature suppression. Burnout temperature shall not exceed 750 degrees Fahrenheit.
2. Windings shall be removed in such a fashion not to damage or distort the core iron. Upon removal of the old windings and insulation, the core shall be thoroughly cleaned and inspected for burrs, etc.
3. After the burnout procedure, the Contractor shall perform a stator core loss test to ensure the stator laminations are not heat damaged. If the stator core losses exceed four (4) watts per pound of core steel, notify the Engineer prior to proceeding forward.

## **C. Winding**

1. General: Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the Engineer. NEMA Class F insulation shall be used, unless otherwise specified. Magnet wire shall be a Quad Build, insulated wire of domestic manufacture that meets or exceeds NEMA specification MW-35A. After winding and prior to resin treatment, windings will be surge- comparison tested and the results documented.
2. The copper cross-sectional area shall be at least as large as the original winding.
3. Resin Treatment: Windings shall be double dipped with Class H varnish and baked.
4. Check all coils for overall coil shape. Perform a high frequency turn-to-turn dielectric test (surge test) in accordance with IEEE 522. Submit test results to the city. This shall be done prior to installation into the stator.

## **D. Motor Leads**

1. Motor leads that are replaced must be the same length and configuration as the original leads. Leads will be permanently tagged with non-magnetic markers. Lead lengths shall be identified by the City when a request for service is made.
2. Resistive Temperature Devices (RTD) shall be reinstalled in original locations, 100 ohm platinum, unless otherwise specified.
3. Thermistors (PTC or NTC) shall be reinstalled in accordance with manufacturer specifications in their original locations as well.
4. Where originally installed, all leads for space heaters, RTD's, and bearing temperature detectors shall be completely rewired with leads brought out to terminal box. Unless otherwise specified, winding and bearing temperature detectors shall have the same electrical characteristics as those originally installed.

## **E. Insulation**

1. Windings shall be double dipped with Class H varnish and baked. Insulation shall be tested phase-to-phase and phase-to-ground at 1000 volts dc and yield a one-minute test result of 1000 meg- ohms or better.

## **F. Final Test**

1. A 1000-volt meg-ohm meter shall be used to verify insulation continuity. This reading shall be documented. After reassembly, motors shall be test-run at full nameplate voltage and documentation of current reading and vibration readings shall be provided to the end user. (NOTE: a 5KV meg-ohm meter shall be used on all 4160V motors.) Copper DC resistance tests, phase-to-phase, on rotor winding from slip rings shall be performed. If the rewound rotor fails to pass any test, the rotor shall be rejected. The Contractor shall



rebuild and retest until all tests are approved by the City.

### **1.2.3. Machine Work**

Machine work shall apply to, but not be limited to, the drilling and tapping of broken bolts, the repairing of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repairs to impellers, covers, volutes, mounting rails, bearing journals, and pump shafts.

### **1.2.4 Emergency Repairs**

1. All emergency work shall be completed by the Contractor within forty-eight (48) hours after notification by the City and returned to the pickup location.

### **1.2.5 Documentation**

All work performed to recondition, repair and/or rewind motors shall be supplemented with reports that verify all processes to accomplish each job order. Documentation shall include, but is not limited to, the following:

1. Pre-Disassembly Testing report for all activities as described.
2. Photo documentation of existing condition prior to fulfilling each described criteria of the disassembly test.
3. Motor Disassembly report, including photo documentation before and after cleaning.
4. Motor Inspection report, including stator core loss testing results. Photo documentation of coils, windings and conductors showing any signs of excessive wear or failure.
5. Mechanical fit measurements shall be recorded as specified. Photo documentation shall be submitted for all replaced bearings, grease fittings, plugs, etc.
6. Rotor balancing report as specified.
7. Insulation report as specified above. Before and after photo documentation of the windings prior to varnishing and baking.
8. Final test report as specified.
9. Pump Reconditioning report as specified.

All testing, inspections and incidentals related to required reports shall be considered included within the bid items for said testing report and no additional compensation shall be allowed.

### **1.2.6. Warranty/Guarantee**

1. Contractor has the sole responsibility for ensuring and guaranteeing that the equipment and materials furnished or supplied meet the requirements of this specification.
2. All repair work and parts supplied shall be guaranteed for a minimum of one year from the date equipment is returned to service against defects in materials or workmanship supplied by the contractor. Any warranted failures shall be corrected at no cost to the City including transportation to and from the jobsite.

### **1.2.7. Transportation/Shipping**

1. Contractor is responsible for ensuring motors are cleaned and properly prepared for shipment. This includes the proper handling of all waste resulting from any of the processes used during the motor maintenance activities.
2. Motors shall be protected against damage during transit. All motors will be covered, and rotors blocked. Oil shall be removed from bearings before shipment. A conspicuous tag shall be attached to each oil level sight glass indicating oil must be added to the bearings. Contractor will require City Staff to sign delivery receipts acknowledging the condition. Contractor understands that failure to properly tag motors will result in



- Contractor responsibility to repair or replace motors as needed.
3. Contractor shall supply all timbers, blocking and tie downs necessary to properly secure a motor during transit. Contractor shall be responsible for damages or losses during transit.

#### **1.2.8. Service Facility**

The successful contractor shall allow City of Sacramento personnel to visit their shop(s) if requested. A central service/repair phone number shall be provided to the City.

#### **1.2.9 Pricing**

1. Bidder shall include an Hourly Rate for all general and emergency repair work. The Hourly Rate schedule shall include all transportation, labor, materials, test and equipment pickup for the repair and refurbishment of electric pump motors.

#### **1.2.10 Price Escalation**

Pricing submitted with this bid shall be firm for the period of the contract. However, requests may be submitted prior to the end of each contract year (60 days in advance) to increase pricing based on industry adjustments. Adjustments shall be based on the latest yearly percentage increase in the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The annual increase or decrease in the CPI shall be the latest index published and available for the calendar year ending 12/31.

Any requested adjustment shall be fully documented. Any approved cost adjustment shall become effective on the beginning date of the approved contract extension.

#### **Reconditioning Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.1 (Recondition/Repair of Electric Motors) above.

#### **Complete Rewinding Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.2 (Rewinding of Electric Motors) above.

1. All reconditioning above
2. New windings
3. Coating/baking
4. Thermal protection installation/replacement
5. Heater & Resistive Thermal Device installation/replacement

#### **Field Support /Callout**

Field support will be required on an as-needed basis. Field support shall be defined as a qualified Service Technician meeting with representatives of the City of Sacramento at the physical site of the trouble call. The Contractor shall respond within 1 day of callout during normal business hours (7:00 AM- 4:00 PM) to troubleshoot and diagnose problems. These calls may result in repair orders as needed. All repair work shall be done at Contractor's site.

**ATTACHMENT 1 TO EXHIBIT B - PRICING STRUCTURE**

<b>SMALL MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	<u>\$105.00</u>
Emergency/After Hours Rate	<u>\$157.50</u>
Straight Time In-Field Rate	<u>\$210.00</u>
Overtime In-Field Rate	<u>\$330.00</u>
% Mark up over cost for parts & materials	<u>30%</u>

<b>LARGE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	<u>\$105.00</u>
Emergency/After Hours Rate	<u>\$157.50</u>
Straight Time In-Field Rate	<u>\$165.00</u>
Overtime In-Field Rate	<u>\$330.00</u>
% Mark up over cost for parts & materials	<u>30%</u>

<b>SUBMERSIBLE MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	<u>\$105.00</u>
Emergency/After Hours Rate	<u>\$157.50</u>
Straight Time In-Field Rate	<u>\$165.00</u>
Overtime In-Field Rate	<u>\$330.00</u>
% Mark up over cost for parts & materials	<u>30%</u>

<b>SUBMERSIBLE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	<u>\$105.00</u>
Emergency/After Hours Rate	<u>\$157.50</u>
Straight Time In-Field Rate	<u>\$165.00</u>
Overtime In-Field Rate	<u>\$330.00</u>
% Mark up over cost for parts & materials	<u>30%</u>

**ALL ABOVE LABOR AND MARK-UP RATES SHALL BE FIRM THROUGH THE FIRST YEAR OF THE AGREEMENT**

- Any unforeseen repairs that require a change to the cost of the repair estimate must be approved by the project manager prior to beginning the additional repairs.
- If the estimated repair cost exceeds 50% of the replacement cost, the Contractor must call to get authorization for the repair before proceeding.
- Any services, parts, replacements and/or repairs requested that are not specifically outlined herein will be quoted to the City using the percentage mark-up listed above.

CONTACT PERSON: George McDermott E-MAIL: repairs@heroldmielenz.com

PHONE: 916-422-7493 FAX: 916-422-7689

SIGNATURE:  DATE: 10-15-2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGee & Thielen Insurance Brokers, Inc. 3840 Rosin Court, Suite 245 Sacramento, CA 95834  www.mcgeethielen.com                      0633187		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 916-646-1919 <b>FAX (A/C, No):</b> 916-646-0995 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		<b>INSURER A:</b> Oregon Mutual Insurance Company                      14907	
		<b>INSURER B:</b> Oak River Insurance Company                      34630	
		<b>INSURER C:</b> Ohio Casualty Insurance Company                      24074	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 82360712

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CMO924823	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CMO924823	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CMO924823	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N    N / A <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input checked="" type="checkbox"/>	HEWC523579	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Business Personal Property			BMO65578436	12/1/2023	12/1/2024	\$750,000 per location. Special Form/Replacement Cost/\$2,500 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Sacramento is included as additional insured with respects to general and auto liability.  
 Insurance is primary and non-contributory. Waiver of subrogation applies to general and auto liability and workers' compensation.

**CERTIFICATE HOLDER****CANCELLATION**

City of Sacramento Department of Utilities 5730 24th Street / Bldg 22 Sacramento CA 95288	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE   Craig Wubben

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ACORD 25 (2016/03)

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**OREGON MUTUAL INSURANCE COMPANY  
GENERAL LIABILITY  
CLUSTER ENDORSEMENT**

M2887L (12-16)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**COVERAGE SUMMARY**

This is a summary of the coverages provided by this endorsement. This coverage is subject to the provisions applicable to the Common Policy Conditions, Commercial General Liability Coverage Form (CG 00 01), and Mutual Policy Conditions. Coverage in those forms is either replaced or extended to provide the coverages described in this endorsement. All definitions and exclusions in forms identified above also apply unless otherwise specifically changed herein. Defined terms appear in quotes. If there is coverage for the same loss or damage in either the Commercial General Liability Coverage Form or other endorsements attached to this policy, the limits provided in this endorsement will be paid in excess of those other limits.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

- i. Only applies to the extent permitted by law; and
- ii. Will not be broader than that which you are required by the "insured contract"; or
- iii. Will not be broader than that which you are required by the contract or agreement with the additional insured.

Refer to the following pages for coverage details.

Automatic Additional Insured.....	Included
Damage To Temporary Structures.....	\$25,000
Primary and Noncontributory Insurance.....	Included
Product Recall .....	\$25,000
Reasonable Force .....	Included
Unintentional Failure To Disclose Hazards .....	Included
Waiver Of Subrogation .....	Included

**DAMAGE TO TEMPORARY STRUCTURES**

- A. Under **SECTION I – COVERAGES, 2. Exclusions, Paragraph j. Damage To Property, Paragraphs (3) and (4)** do not apply to temporary structures loaned or rented to you, while in your care, custody or control.
- B. Limits of Insurance  
The most we will pay for damage to temporary structures under this coverage is \$25,000.

**AUTOMATIC ADDITIONAL INSURED**

The following is added under **SECTION II – WHO IS AN INSURED:**

- 4. The following are included as additional insureds:
  - a. Any person or organization with whom you have entered into an "insured contract", agreement, or permit; and
  - b. Have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy; and
  - c. Where a certificate of insurance showing such person(s) or organization(s) as an additional insured has been issued; and
  - d. When the "insured contract" and the certificate are currently effective or become effective during the term of the policy and are executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

**PRIMARY AND NONCONTRIBUTORY INSURANCE**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance:**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

- A. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
  - 1. The additional insured is a Named Insured under such other insurance; and
  - 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



## PRODUCT RECALL

### A. Coverage

We will reimburse you for "product recall expenses" incurred by you because of a "product recall" to which this insurance applies.

Under **SECTION I – COVERAGES, 2. Exclusions, Paragraph n. Recall Of Products, Work Or Impaired Property** is replaced with:

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "Your product", or
2. "Your work"; or
3. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected "defect", deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expense" that you incur due to a covered "product recall" of "your product".

### B. Exclusions

This insurance does not apply to "product recall expense" arising out of:

1. Breach of warranty and failure to conform to intended purpose. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".
2. Infringement of copyright, patent, trade secret, trade dress, or trademark.
3. Deterioration, decomposition, or chemical transformation. This exclusion does not apply if it is caused by:
  - (a) An error in manufacturing, design, or processing; or
  - (b) Transportation of "your product"; or
  - (c) "Product tampering"; or
4. Loss of goodwill, market share, revenue, "profit", or costs of redesigning "your product"; or
5. Expiration of shelf life; or
6. A known defect if it was known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this coverage was first issued, or prior to the time "your product" leaves your control or possession; or
7. A recall for products which have been otherwise excluded under "bodily injury" or "property damage"; or

8. A recall initiated because "your product" or a portion of "your product" has been banned from the market by an authorized government entity prior the date this "product recall" coverage was first issued, or distributed and sold by you subsequent to any government ban; or
9. The defense of a claim or "suit" against you for liability arising out of a "product recall"; or
10. Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

### C. Limits of Insurance

The most we will pay for losses occurring in any one "product recall" is \$25,000.

### D. Definitions

1. "Defect" means a "defect", deficiency or inadequacy that creates a dangerous condition.
2. "Product recall" means the recall or withdrawal of "your product" from the market or from use by any other person or organization because of known or suspected "defects" which has caused or is reasonably expected to cause "bodily injury" or "physical damage" to tangible property other than "your product". Electronic data is not tangible property.
3. "Product recall expense" means those reasonable and necessary extra expenses listed below, paid and directly related to a "product recall":
  - (a) Costs of notification;
  - (b) Costs of stationary, envelopes, production of announcements and postage or facsimiles;
  - (c) Costs of overtime paid to your regular non-salaried employees and costs incurred by such employees, including costs of transportation and accommodations;
  - (d) Costs of computer time;
  - (e) Costs of hiring independent contractors and other temporary employees;
  - (f) Costs of transportation, shipping or packaging;
  - (g) Costs of warehouse or storage space; or
  - (h) Costs of proper disposal of "your products" or products that contain "your products", that cannot be reused, not exceeding your initial purchase price or your cost to produce the product whichever is less.

4. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".

When "product tampering" is known, suspected, or threatened, a "product recall" will be limited to those batches of "your product" known or suspected to have been tampered with.

For the purposes of this insurance, electronic data is not tangible property.

5. "Profit" means the positive gain from business operation after subtracting for all expenses.

#### **REASONABLE FORCE**

Under **SECTION I – COVERAGES, 2. Exclusions, Paragraph a. Expected Or Intended Injury** has been replaced with:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any persons or property.

#### **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to **SECTION IV. – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:**

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Commercial General Liability Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after the exposure or hazard is discovered.

#### **WAIVER OF SUBROGATION**

The following is added to **SECTION IV. – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "bodily injury" or "property damage" under a contract with that person or organization.



**OREGON MUTUAL INSURANCE COMPANY  
COMMERCIAL AUTO CLUSTER ENDORSEMENT**

M2855A (8-19)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

**COVERAGE SUMMARY**

This is a summary of the coverages provided by this endorsement.

- 1. Bail Bonds ..... 1
- 2. Broadened Pollution..... 1
- 3. Business Property of Others ..... 1
- 4. Employees as Insureds, Other Than Retail Delivery ..... 1
- 5. Glass Repair Deductible Waiver ..... 1
- 6. Hired Auto Loss of Use ..... 1
- 7. Hired Auto Physical Damage ..... 1
- 8. Loan Lease Gap..... 2
- 9. Personal Effects ..... 2
- 10. Rental Reimbursement ..... 2
- 11. Towing..... 2
- 12. Additional Insured by Contract or Agreement.... 2
- 13. Waiver of Subrogation by Contract or Agreement ..... 3

**1. Bail Bonds**

Section II – Liability Coverage, **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Paragraph (2)** is replaced with the following:

**(2)** Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**2. Broadened Pollution**

The following is added to Section II – Liability Coverage, **B. Exclusions, 11. Pollution:**

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" carried in or upon a covered "auto" up to the first \$1,000 of damage for any one "accident".

**3. Business Property of Others**

The following is added to Section II – Liability Coverage, **B. Exclusions, 6. Care, Custody or Control:**

This exclusion does not apply to "property damage" to property of others up to an amount not exceeding \$1,000 in any one "accident".

Coverage is excess over any other valid and collectible insurance.

**4. Employees as Insureds, Other Than Retail Delivery**

The following is added to Section II – Liability Coverage, **A. Coverage, 1. Who Is An Insured:**

An "employee" of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

However, this paragraph does not apply to "auto" used for retail delivery.

**5. Glass Repair Deductible Waiver**

The following is added to Section III – Physical Damage Coverage, **A. Coverage, 3. a. Glass breakage:**

No deductible applies if glass damage is repaired rather than replaced.

**6. Hired Auto Loss of Use**

Section III – Physical Damage Coverage, **A. Coverage, 4. Coverage Extensions, b. Loss Of Use Expenses,** the last sentence is replaced with:

However, the most we will pay for any expenses for loss of use is \$75 per day, to a maximum of \$1,000.

**7. Hired Auto Physical Damage**

The following is added to Section III – Physical Damage Coverage, **A. Coverage, 4. Coverage Extensions:**

**Hired Auto Physical Damage**

If a Covered Auto Designation Symbol 1 or 8 applies to Liability Coverage, and if at least one covered "auto" you own is covered for Comprehensive or Specified Causes of Loss and Collision coverage, then the physical damage coverage provided extends to those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. The deductible will be equal to the highest deductible applicable to covered "autos" you own.

The most we will pay under this coverage is the least of:

1. \$50,000; or
2. The actual value at the time of loss; or
3. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality.

#### 8. **Loan Lease Gap**

The following is added to Section III – Physical Damage Coverage, **A. Coverage**:

##### **Loan Lease Gap**

In the event of a total "loss" to a covered "auto" that is covered for Comprehensive or Specified Causes of Loss and Collision coverage, we will pay the "outstanding balance" on the lease or loan for that covered "auto" up to \$2,500.

#### 9. **Personal Effects**

The following is added to Section III – Physical Damage Coverage, **A. Coverage, 4. Coverage Extensions**:

##### **Personal Effects**

For any owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

#### 10. **Rental Reimbursement**

The following is added to Section III – Physical Damage Coverage, **A. Coverage, 4. Coverage Extensions**:

##### **Rental Reimbursement**

If a covered "auto" owned by you is covered for Comprehensive or Specified Causes of Loss and Collision coverage, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
2. Up to \$75 per day up to 30 calendar days.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under another Physical Damage Coverage Extension.

#### 11. **Towing**

Section III – Physical Damage Coverage, **A. Coverage, 2. Towing** is replaced with the following:

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" of the private passenger or Light Local Service (0 – 10,000 lbs. GVW) type is disabled. However, the labor must be performed at the place of disablement.

#### 12. **Additional Insured by Contract or Agreement**

**A. The following is added to Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured:**

When you have agreed in a written contract or agreement to include a person or organization as an additional "insured", such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Section II – Liability Coverage, Paragraph **A.1. Who Is An Insured**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto"; and
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident"; and
3. The insurance afforded to any such additional "insured" does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.

**B. The most we will pay on behalf of such additional "insured(s)" is the lesser of:**

1. The Limits of Insurance specified in the written contract or agreement described above; or



2. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

- C. The following change is made to Section II – Liability Coverage, **A. Coverage, 1. Who is An Insured:**

Paragraph **1.c.** is deleted in its entirety.

- D. The following changes are made to Section IV – Business Auto Conditions, **B. General Conditions, Paragraph 5. Other Insurance:**

1. The following is added to Paragraph **5.a.:**

If required by the written contract or agreement described above, the insurance afforded to the additional "insured" under this provision will be primary to, and will not seek contribution from, the additional "insured's" own insurance.

2. Paragraph **5.c.** is deleted in its entirety.

- E. Section **V – Definitions, "insured contract"** is amended to add the following:

An "insured contract" does not include that part of any contract or agreement:

That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

### 13. **Waiver of Subrogation by Contract or Agreement**

The following is added to Section IV – Business Auto Conditions, **A. Loss Conditions, Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
  - a. Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and
  - b. Was in effect at the time of the covered "bodily injury" or "property damage".
2. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.
3. At our request you must provide us with a copy of the aforementioned written contract or agreement.

### **Additional Definitions**

The following Paragraphs are added to Section **V – Definitions:**

- Q. "Personal effects" means your tangible property that is worn or carried by you, except tools, jewelry, money or securities.
- R. "Outstanding balance" means the amount you owe on the lease or loan at the time of the "loss" less any overdue lease/loan payments, security deposits not returned by the lessor, costs for extended warranties or insurance purchased with the loan or lease, or carry-over balances from previous loans or leases.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

**BLANKET WAIVER**

**Person/Organization** Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

<b>Job Description</b>	<b>Waiver Premium</b>
All CA Operations	350.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 01/01/2024

Policy No. HEWC523579

Endorsement No.

Insured Herold & Mielenz, Inc

Premium \$

Insurance Company Oak River Insurance Company

Countersigned by \_\_\_\_\_



# EASA MEMBER

*This Certifies that*

**Herold & Mielenz, Inc.  
Of Sacramento, CA**

*is an Active Member of the Association and, as such, is entitled  
to all the rights and privileges pertaining thereto.*

**2024-2025**



*This Certificate Expires March 31, 2025*

  
President & CEO





**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *George McDermott*  
George McDermott (Oct 24, 2024 07:30 PDT)

Title: Shop Manager

**Additional Signature (if required):**

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title:

CONTRACT #: **PRC003258**  
CONTRACT NAME: **On-Call Electric Motor Repair Parts & Service**  
CONTRACT PROJECT #: NA  
DEPARTMENT: Utilities  
DIVISION: Engineering & Water Resources

CITY OF SACRAMENTO

**GOODS AND NONPROFESSIONAL SERVICES AGREEMENT**

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*All Electric Motors, Inc.*  
*1452 Canal Street, Auburn, CA 95603*  
*Phone: (530) 888-6211/E-mail: [allelectricmotors@sbcglobal.net](mailto:allelectricmotors@sbcglobal.net)*

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A - Technical Specifications  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods and Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies (“Goods”) and the non-professional services (“Services”) described in Exhibit A (referred to collectively as “Goods and Services”).

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of Exhibit A (“Additional Goods and Services”) unless, before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that

the Additional Goods and Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

*Access to City facilities will be provided, as needed.*

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]



**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Ray Wilderman, Superintendent*  
*Department of Utilities*  
*1395 35<sup>th</sup> Avenue, Sacramento, CA 95822*  
*Phone: (916) 808-8067/E-mail: [rwilderman@cityofsacramento.org](mailto:rwilderman@cityofsacramento.org)*

The CONTRACTOR Representative for this Agreement is:

*Jeffrey Lane, President*  
*All Electric Motors, Inc.*  
*1452 Canal Street, Auburn, CA 95603*  
*Phone: (530) 888-6211/E-mail: [allelectricmotors@sbcglobal.net](mailto:allelectricmotors@sbcglobal.net)*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Quantities.** The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in Exhibits A or B.

**4. Time of Performance.** The Goods and Services described in this Contract shall be provided for **One Year. The City may extend this Contract for up to Four (4) additional one-year terms, for a maximum five-year term.** Contractor shall provide the Goods and Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**5. Delivery and Inspection.**

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

- C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

## EXHIBIT B

### PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ **3,000,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608

C. All invoices submitted by CONTRACTOR must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**8. Additional Goods and Services.** Additional Goods and Services shall be provided only when a Supplemental Contract authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**9. Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

**10. Accounting Records of Contractor.** During performance of this Contract and for a period of three

years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11. **Sales Tax Requirements.** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.
  
12. **Use Tax Requirements.** On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.
  
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.
  
  - C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.
  
13. **Excise Tax Requirements.** The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.
  
14. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.
  
15. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

- \_\_\_\_\_ Construction work in an amount exceeding \$25,000;
- \_\_\_\_\_ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If any of the lines is checked above**, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor 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 that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
  
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
  
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
  
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
  
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, 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.

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 and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

  X   Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 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.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

       No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a



vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 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.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. 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.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against 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 or services performed under this Contract, including, any fees and 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 Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to 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 this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:



- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

**27. Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.



# ATTACHMENT 1 TO EXHIBIT A – SCOPE OF SERVICES

## 1. SCOPE OF SERVICES

### 1.1 Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

On-call contractors who can perform motor repairs and services, including emergency repairs, at the request of the DOU Staff, which shall identify specific tasks, deliverables, and deadlines on an as-needed basis. These repairs may include, but are not limited to, Rotor Inspection/ Test/ Repair, Stator Inspection/ Test/ Repair, Stator Rewinding, or Mechanical Inspection/ Reconditioning.

All work shall be in accordance with the Electrical Apparatus Service Association’s (EASA) Recommended Practice, AR100-2015 latest edition and the National Electrical Manufacturers Association (NEMA) standards for service and repair of electrical apparatus. Work shall be in conformance with standards set by, but not limited to, the following organizations:

1. Underwriters Laboratories (UL)
  - a. Underwriters Laboratories – Certified motors shall be recertified after repair.
  - b. Contractor’s shop or his sub-contractor’s shop shall be UL-certified to rebuild explosion-proof electric motors for use in hazardous environments.
2. American National Standards Institute (ANSI)
3. American Society for Testing and Materials (ASTM)
4. National Electrical Code (NEC)
5. National Fire Protection Agency (NFPA)
6. National Electrical Manufacturers Association (NEMA)

### Qualifications

1. The City prefers that the Contractor be EASA Accredited, but it is not mandatory. The Contractor will provide a copy of the certification upon request by the City.
2. The City prefers that the Contractor or Contractor’s sub-contractor be certified as an “Explosion-Proof, UL Facility.” The Contractor will provide a copy of the certification upon request by the City.
3. Contractor shall be responsible for obtaining all O.E.M. technical documents, drawings, and parts when necessary.
4. Contractor shall have all engineering, design, metalizing, welding, heat treating, machining, balancing, calibrating, and testing capabilities necessary to completely refurbish/rewind electric motors.
  - a. Equipment used for inspecting, calibrating, and testing pumps and motors shall be up-to-date and have calibration certificates, less than one year old, traceable to NIST standards where applicable.

### Sample Motor List

SAMPLE LIST OF MOTORS FOR REFERENCE – NOT ALL INCLUSIVE			
Make/Model	HP	Voltage	Frame
Limitorque, 1YAB06837A2	5.1	230/460	184TR1
GE, 5K6257XH663A	30	230/460	B324TP12
GE, 5K6237XH90A	25	230/460	B284TP12
Fairbanks Morse, B2317	50	220/440	ZG2485P
GE, 5K6247XH541A	20	230/460	B324TP12
GE, K6333XC3A	150	440	6333P
Westinghouse	800	4160	GF-39C
Westinghouse 5V2699	400	4160	681-P



### **1.1.1 Recondition/Repair of Electric Motors**

Reconditioning/repair of electric motors shall include the testing, disassembling, inspection, cleaning, dipping, baking of windings, replacement of bearings, replacing brushes, turning slip-rings, dynamically balancing all rotating elements, assembly, testing and painting at a minimum and include the following:

#### **A. Pre-Disassembly Test**

1. Using a 1000V meg-ohm meter, conduct verification of insulation integrity. Record the insulation resistance of the motor as brought in from the city. Acceptable criteria is 5 meg-ohms or higher.
2. Verify that heaters are operational and that other attached features, such as thermocouples, Resistive Thermal Devices (RTD), have continuity.
3. Single-phase test to check for open rotors. (After disassembly, rotors will be inspected for evidence of damaged, cracked, or open circuit bars or end rings. If there is evidence of faults, the rotor will be growl-tested.) The detection of any defect during testing shall be reported promptly to the Engineer or designee.
4. Documentation covered under this section shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as received. The Engineer shall be notified if acceptable criteria are not met.

#### **B. Motor Disassembly**

1. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
2. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.

#### **C. Motor Inspection**

1. Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.
2. All stators windings/coils shall be surge- tested with an electronic surge tester specifically designed to apply a surge voltage stress test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in winding under test. Testing shall be per EASA, IEEE 62.2, 112 and 7.2.3 standards. Infrared imaging shall be provided pre and post-test.
3. Air gap shall be measured and recorded at the 12, 3, 6 and 9 o'clock positions at both ends of the motor.
4. The motor shall be dismantled and inspected for defective components. Care should be taken during the disassembly to ensure components are marked for identification and orientation for reinstallation.
5. If the motor is in poor condition and cannot be repaired, reconditioned, or made as new, the Contractor shall notify the Engineer or their designee immediately.

#### **D. Exciter/Slip Ring Inspection & Repair**

1. Contractor shall inspect commutator for color and condition. It shall be clean, smooth, and have a polished brown color on brush contact races and show no signs of overheating. Any roughness shall be removed by sand papering or stoning. No emery cloth or emery stone is to be used.
2. Contractor shall advise the City if the commutator is found excessively rough.
3. Contractor shall inspect slip rings for uneven wear brush imprint, excessive arcing, and true concentric shape. Slip rings shall have a clean, smooth, and polished surface underbrush contact race. If this condition is not achievable, replacement of slip rings shall be required.



4. Contractor shall remove any black spots on slip rings by rubbing lightly with fine sandpaper.
5. Contractor shall clean and inspect all brush riggings, mounting points, measure and record insulation values and advise the City of any defects.
6. If the commutator requires repair, the commutator shall be turned down on a lathe to a true concentric shape, and mica undercut to accommodate the "turn down."

#### **E. Mechanical Fit**

1. Measure the bearing bores, shells, housings, and shaft journals using a micrometer. Shaft fits and housing fits shall comply with AR100-2015. Machine work shall be approved by the Engineer before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by metalizing and machining or boring and sleeving. Documentation of before and after measurements shall be made.
2. Replace bearings per manufacturer's specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Engineer. Bearings shall be properly lubricated and bearing oil reservoirs shall be drained for shipping and installation. If Contractor is tasked with installation, Contractor shall be responsible for filling the bearing oil reservoir upon installation. All equipment shall be tagged with information as to whether bearing oil reservoirs were filled and what type of lubricant was used.
3. No knurling, peening or adhesives will be used as a means of retaining bearings to the shaft or in the bearing bracket.
4. Sleeve bearings shall be reused when possible. Clearance shall be maintained at a maximum of 0.002" for the first inch of shaft diameter plus 0.001" of additional inch of shaft diameter.
5. Sleeve bearing work is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City. ASTM B23 alloy 2 or 3 shall be used for any rabbiting work required. Sleeve bearing work shall be quoted based on paragraph 2.7 of this Specification.
6. Sleeve bearings shall have a minimum of 80% journal surface contact in a strip approximately one inch wide in the bottom half of the bearing.
7. Final "As-Left" bearing clearance data shall be taken and recorded.
8. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.
9. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.

#### **F. Rotor Balancing**

1. The rotor and shaft shall be visually inspected for physical damage or signs of abnormal operation.
2. A printout tape from the balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the recondition/repair/rewind documents when the motor is delivered.
3. A core loss test shall be performed on the rotor. Results shall be recorded in the test report.
4. Thoroughly clean and dry the rotor and shaft.
5. Inspect the rotor laminations and verify they are firm and secure on the shaft. Dress any minor rubs or burrs.
6. Inspect the rotor bars for signs of fatigue or cracking, especially at the end ring connections. NDE methods may be requested if questionable indications are found.
7. Inspect end rings for signs of overheating, arcing, or burning.
8. Inspect the shaft and coupling fits. Verify proper tolerances of the key/keyway.
9. Measure and record the shaft runout and inspect the bearing journals and seal areas for signs of overheating or scoring. Shaft metalizing, machining, straightening, or replacement is deemed outside the



scope of this maintenance activity and shall not be completed without prior approval from the City.

10. Dynamically balance the rotor to a vibration level of 0.5 mils.

#### **G. Stator Rewinding**

1. All rewinding shall include complete reconditioning. Reconditioning is defined as replacement of bearings, seals, O-rings, oil and labor.
2. All re-winding to include thermal protection installation/replacement (if necessary).
3. Old windings shall be removed in a manner which prevents warping or cracking of the frame and deterioration of the core laminations or its magnetic qualities.
4. Stator slots and core laminations shall be cleaned, inspected, and dressed as necessary.
5. A stator core loss test shall be performed following winding removal and stator inspection.
6. Core damage that requires iron replacement or total restacking is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City.
7. Rewind material specifications shall meet or exceed the existing windings with regard to the number and size of conductors and insulating capabilities (electrical and thermal). Materials shall be upgraded when physically possible.
8. A test coil shall be VPI treated with the stator. The coil shall be destructively examined to ensure full penetration of resin. Repeat VPI treatment as necessary to provide complete resin penetration.
9. The stator and test coil shall be dipped and baked a minimum of two times. The test coil is to be returned with the motor.
10. Following rewind, hi-pot at  $1.7(2E + 1000)$  volts DC

#### **H. Motor Leads**

1. Motor leads shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered.

#### **I. Insulation**

1. Windings shall be double dipped with Class H varnish and baked.
2. Machine-finished surfaces bore of the stator lamination and periphery of the rotor laminations shall be cleaned of all varnish and foreign materials. Photo documentation of this process shall be made prior to and after lamination.

#### **J. Final Assembly Inspection/Test**

1. Prior to assembly, machined surfaces shall be cleaned and polished and all threaded holes shall be cleaned and tapped.
2. Motor shall be reassembled with new nuts, bolts, and gaskets as necessary. Nuts and bolts shall be USA manufactured Grade 5 or better.
3. Bearings shall be properly positioned on the shaft.
4. Rotor to armature position on horizontal motors will be such that end thrust against either bearing is eliminated. Sleeve bearing end play shall be approximately  $1/8''$  per inch of shaft journal diameter. Rolling element supplied machines shall have sufficient end play to allow for shaft expansion caused by temperature rise.
5. Vertical machines shall have thrust bearings set per the manufacturer's specification.
6. Rolling element bearings shall be properly lubricated in accordance with manufacturer's recommendations



and grease fittings removed and holes plugged.

7. Sleeve bearings shall be properly lubricated in accordance with manufacturer's recommendations and oil ring freedom of movement verified.
8. Rotors shall be checked for freedom of rotation.
9. Perform and record the results of a low resistance phase test for each phase.
10. Perform and record the results of an insulation resistance test to ground for all windings. A polarization index shall be calculated and recorded for all medium voltage motors. Voltage test levels shall be consistent with the opening voltage of the motor being tested.
11. If previous test results are acceptable, the motor shall be energized at rated voltage and run for a period of one hour or until sleeve bearing temperatures have stabilized for a minimum of 15 minutes. Notify City representative of bearing temperatures above 160 degrees Fahrenheit.
12. During the test operation the following data is to be recorded at no longer than fifteen-minute intervals.
  - a. Bearing Temperatures Stator
  - b. Temperatures Phase Currents
  - c. Phase Voltages
  - d. Vertical, Horizontal, Axial Vibrations
  - e. Blue shaft and scribe magnetic center on the motor shaft.
  - f. Terminate test, shut down motor and drain oil from the bearings and tag appropriately.
  - g. Complete final assembly as necessary and prepare motor for shipment.

#### **K. Paint**

1. The exterior of the motor shall be properly cleaned of rust and foreign material, prime painted, and finish painted with a good grade of machinery enamel, the same color as received unless otherwise specified. Nameplates, machined surfaces, and internal parts shall be protected from paint.
2. When needed, the interiors of motor frames and parts shall be painted with an insulating paint. This includes rotors, bearing brackets, frame interiors and air deflectors.
3. Windings shall not be painted.

#### **L. Incidentals**

1. All incidental parts requiring replacement, such as bearings, coils, etc. shall be considered included in other items of bid and no additional compensation shall be allowed.

#### **1.2.2. Rewinding of Electric Motors**

When rewind is done in conjunction with a recondition or repair, many of the items below will be redundant and shall not be performed or charged for twice. The items below apply to stator only (including all labor, materials and testing necessary for work completion) and shall at a minimum include:

#### **A. Pre-Disassembly Test**

1. Using a 1000 meg-ohm meter, conduct verification for insulation integrity. Acceptable criteria is 2.0 meg-ohms or higher.
2. A 5KV meg-ohm meter shall be used to verify insulation integrity of all 4160V motors.
3. Verify that heaters are operational and other attached features such as thermocouples have continuity.
4. Pre-disassembly documentation shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as received. The Engineer shall be notified if acceptable criteria are not met.



## **B. Stripping**

1. Windings shall be removed by temperature-controlled burnout with oven temperature suppression. Burn-out temperature shall not exceed 750 degrees Fahrenheit.
2. Windings shall be removed in such a fashion not to damage or distort the core iron. Upon removal of the old windings and insulation, the core shall be thoroughly cleaned and inspected for burrs, etc.
3. After the burnout procedure, the Contractor shall perform a stator core loss test to ensure the stator laminations are not heat damaged. If the stator core losses exceed four (4) watts per pound of core steel, notify the Engineer prior to proceeding forward.

## **C. Winding**

1. General: Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the Engineer. NEMA Class F insulation shall be used, unless otherwise specified. Magnet wire shall be a Quad Build, insulated wire of domestic manufacture that meets or exceeds NEMA specification MW-35A. After winding and prior to resin treatment, windings will be surge- comparison tested and the results documented.
2. The copper cross-sectional area shall be at least as large as the original winding.
3. Resin Treatment: Windings shall be double dipped with Class H varnish and baked.
4. Check all coils for overall coil shape. Perform a high frequency turn-to-turn dielectric test (surge test) in accordance with IEEE 522. Submit test results to the city. This shall be done prior to installation into the stator.

## **D. Motor Leads**

1. Motor leads that are replaced must be the same length and configuration as the original leads. Leads will be permanently tagged with non-magnetic markers. Lead lengths shall be identified by the City when a request for service is made.
2. Resistive Temperature Devices (RTD) shall be reinstalled in original locations, 100 ohm platinum, unless otherwise specified.
3. Thermistors (PTC or NTC) shall be reinstalled in accordance with manufacturer specifications in their original locations as well.
4. Where originally installed, all leads for space heaters, RTD's, and bearing temperature detectors shall be completely rewired with leads brought out to terminal box. Unless otherwise specified, winding and bearing temperature detectors shall have the same electrical characteristics as those originally installed.

## **E. Insulation**

1. Windings shall be double dipped with Class H varnish and baked. Insulation shall be tested phase-to-phase and phase-to-ground at 1000 volts dc and yield a one-minute test result of 1000 meg- ohms or better.

## **F. Final Test**

1. A 1000-volt meg-ohm meter shall be used to verify insulation continuity. This reading shall be documented. After reassembly, motors shall be test-run at full nameplate voltage and documentation of current reading and vibration readings shall be provided to the end user. (NOTE: a 5KV meg-ohm meter shall be used on all 4160V motors.) Copper DC resistance tests, phase-to-phase, on rotor winding from slip rings shall be performed. If the rewound rotor fails to pass any test, the rotor shall be rejected. The Contractor shall



rebuild and retest until all tests are approved by the City.

### **1.2.3. Machine Work**

Machine work shall apply to, but not be limited to, the drilling and tapping of broken bolts, the repairing of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repairs to impellers, covers, volutes, mounting rails, bearing journals, and pump shafts.

### **1.2.4 Emergency Repairs**

1. All emergency work shall be completed by the Contractor within forty-eight (48) hours after notification by the City and returned to the pickup location.

### **1.2.5 Documentation**

All work performed to recondition, repair and/or rewind motors shall be supplemented with reports that verify all processes to accomplish each job order. Documentation shall include, but is not limited to, the following:

1. Pre-Disassembly Testing report for all activities as described.
2. Photo documentation of existing condition prior to fulfilling each described criteria of the disassembly test.
3. Motor Disassembly report, including photo documentation before and after cleaning.
4. Motor Inspection report, including stator core loss testing results. Photo documentation of coils, windings and conductors showing any signs of excessive wear or failure.
5. Mechanical fit measurements shall be recorded as specified. Photo documentation shall be submitted for all replaced bearings, grease fittings, plugs, etc.
6. Rotor balancing report as specified.
7. Insulation report as specified above. Before and after photo documentation of the windings prior to varnishing and baking.
8. Final test report as specified.
9. Pump Reconditioning report as specified.

All testing, inspections and incidentals related to required reports shall be considered included within the bid items for said testing report and no additional compensation shall be allowed.

### **1.2.6. Warranty/Guarantee**

1. Contractor has the sole responsibility for ensuring and guaranteeing that the equipment and materials furnished or supplied meet the requirements of this specification.
2. All repair work and parts supplied shall be guaranteed for a minimum of one year from the date equipment is returned to service against defects in materials or workmanship supplied by the contractor. Any warranted failures shall be corrected at no cost to the City including transportation to and from the jobsite.

### **1.2.7. Transportation/Shipping**

1. Contractor is responsible for ensuring motors are cleaned and properly prepared for shipment. This includes the proper handling of all waste resulting from any of the processes used during the motor maintenance activities.
2. Motors shall be protected against damage during transit. All motors will be covered, and rotors blocked. Oil shall be removed from bearings before shipment. A conspicuous tag shall be attached to each oil level sight glass indicating oil must be added to the bearings. Contractor will require City Staff to sign delivery receipts acknowledging the condition. Contractor understands that failure to properly tag motors will result in



Contractor responsibility to repair or replace motors as needed.

3. Contractor shall supply all timbers, blocking and tie downs necessary to properly secure a motor during transit. Contractor shall be responsible for damages or losses during transit.

#### **1.2.8. Service Facility**

The successful contractor shall allow City of Sacramento personnel to visit their shop(s) if requested. A central service/repair phone number shall be provided to the City.

#### **1.2.9 Pricing**

1. Bidder shall include an Hourly Rate for all general and emergency repair work. The Hourly Rate schedule shall include all transportation, labor, materials, test and equipment pickup for the repair and refurbishment of electric pump motors.

#### **1.2.10 Price Escalation**

Pricing submitted with this bid shall be firm for the period of the contract. However, requests may be submitted prior to the end of each contract year (60 days in advance) to increase pricing based on industry adjustments. Adjustments shall be based on the latest yearly percentage increase in the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The annual increase or decrease in the CPI shall be the latest index published and available for the calendar year ending 12/31.

Any requested adjustment shall be fully documented. Any approved cost adjustment shall become effective on the beginning date of the approved contract extension.

#### **Reconditioning Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.1 (Recondition/Repair of Electric Motors) above.

#### **Complete Rewinding Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.2 (Rewinding of Electric Motors) above.

1. All reconditioning above
2. New windings
3. Coating/baking
4. Thermal protection installation/replacement
5. Heater & Resistive Thermal Device installation/replacement

#### **Field Support /Callout**

Field support will be required on an as-needed basis. Field support shall be defined as a qualified Service Technician meeting with representatives of the City of Sacramento at the physical site of the trouble call. The Contractor shall respond within 1 day of callout during normal business hours (7:00 AM- 4:00 PM) to troubleshoot and diagnose problems. These calls may result in repair orders as needed. All repair work shall be done at Contractor's site.



**RFP# Q24141361712 - On-Call Electric Motor Repair Parts & Service**

\*\*If utilizing subcontractors to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Form** found at <http://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances> must be submitted with your proposal.



**ATTACHMENT 1 TO EXHIBIT B - PRICING STRUCTURE**

<b>SMALL MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	140.00
Emergency/After Hours Rate	210.00
Straight Time In-Field Rate	210.00
Overtime In-Field Rate	280.00
% Mark up over cost for parts & materials	30%

<b>LARGE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	140.00
Emergency/After Hours Rate	210.00
Straight Time In-Field Rate	210.00
Overtime In-Field Rate	280.00
% Mark up over cost for parts & materials	30%

<b>SUBMERSIBLE MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	140.00
Emergency/After Hours Rate	210.00
Straight Time In-Field Rate	210.00
Overtime In-Field Rate	280.00
% Mark up over cost for parts & materials	30%

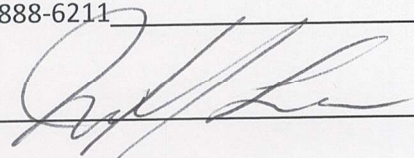
<b>SUBMERSIBLE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	140.00
Emergency/After Hours Rate	210.00
Straight Time In-Field Rate	210.00
Overtime In-Field Rate	280.00
% Mark up over cost for parts & materials	30%

**ALL ABOVE LABOR AND MARK-UP RATES SHALL BE FIRM THROUGH THE FIRST YEAR OF THE AGREEMENT**

- Any unforeseen repairs that require a change to the cost of the repair estimate must be approved by the project manager prior to beginning the additional repairs.
- If the estimated repair cost exceeds 50% of the replacement cost, the Contractor must call to get authorization for the repair before proceeding.
- Any services, parts, replacements and/or repairs requested that are not specifically outlined herein will be quoted to the City using the percentage mark-up listed above.

CONTACT PERSON: Jeffery A. Lane \_\_\_\_\_ E-MAIL: allelectricmotors@sbcglobal.net \_\_\_\_\_

PHONE: 530 888-6211 \_\_\_\_\_ FAX: 530 888-0869 \_\_\_\_\_

SIGNATURE:  \_\_\_\_\_ DATE: 18 OCT 24 \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 916-429-9787      916-429-7235 <b>DAVE BARR INSURANCE SERVICES</b> 8911 LEATHAM AVE. FAIR OAKS, CA 95628	CONTACT NAME: <b>DAVE BARR</b> PHONE (A/C. No. Ext): <b>916-429-9787</b> FAX (A/C. No): <b>916-429-7235</b> E-MAIL ADDRESS: <b>DAVEBARR@PACBELL.NET</b>														
INSURED <b>ALL ELECTRIC MOTORS, INC.</b> 1452 CANAL ST. AUBURN, CA 95603	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>KINSALE INSURANCE COMPANY</b></td> <td style="text-align: center;">38920</td> </tr> <tr> <td>INSURER B : <b>PROGRESSIVE/UNITED FINANCIAL</b></td> <td style="text-align: center;">11770</td> </tr> <tr> <td>INSURER C : <b>CALIFORNIA INSURANCE CO.</b></td> <td style="text-align: center;">38865</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>KINSALE INSURANCE COMPANY</b>	38920	INSURER B : <b>PROGRESSIVE/UNITED FINANCIAL</b>	11770	INSURER C : <b>CALIFORNIA INSURANCE CO.</b>	38865	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	✓		0100215096-1	11/21/2023	11/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE/SIR \$ 1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	✓		04572491	06/05/2024	05/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
		<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	✓	46-893890-01	08/29/2024	08/29/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: ALL OPERATIONS OF THE NAMED INSURED TYPICAL TO THOSE OF AN ELECTRIC MOTORS SALES, MAINTENANCE, AND REPAIR OPERATION.  
 The City of Sacramento, its officials, employees and volunteers ARE INCLUDED AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY POLICIES PER THE TERMS OF THE ATTACHED "BLANKET" ADDITIONAL INSURED ENDORSEMENTS WHICH INCLUDES PRIMARY AND NON-CONTRIBUTORY WORDING. THE BLANKET WAIVER OF SUBROGATION ENDORSEMENT FOR THE WORKERS COMPENSATION POLICY IS ALSO ATTACHED.  
 EXCLUDED OFFICERS UNDER WORKERS COMP: JEFFREY AND CYNTHIA LANE

<b>CERTIFICATE HOLDER</b> City of Sacramento c/o Exigis LLC PO Box 947 Murrieta, CA 92564	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

Attached To and Forming Part of Policy 0100215096-1	Effective Date of Endorsement 11/21/2023 12:01AM at the Named Insured address shown on the Declarations	Named Insured All Electric Motors Inc
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" or "your product" for the Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
  2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.
- B. The insurance provided to the Additional Insured under this endorsement is limited as follows:
1. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured is limited to the alleged or actual vicarious liability imposed on the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by "your work" or "your product" for the Additional Insured.
  2. Any insurance provided by this endorsement to an Additional Insured shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.
  3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
  4. This insurance does not apply to "bodily injury" or "property damage," arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:



PROGRESSIVE  
PO BOX 94739  
CLEVELAND, OH 44101

**Policy Holder:**

ALL ELECTRIC MOTORS, INC.  
1452 CANAL ST  
AUBURN, CA 95603

The attached endorsement listed below applies to policy number: 04572491

Form 2366 (02/11) Blanket Additional Insured Endorsement

Endorsement effective: September 6, 2024

Endorsement listed above is effective until policy cancellation date.



The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D. Duties of the Additional Insured in the event of "occurrence", claim, or "suit":**

1. The Additional Insured must promptly give notice of an "occurrence", a claim which is made, or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



**Blanket Additional Insured Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

**ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver  
Name of person or organization:

(x) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium 1500

The premium charge for this endorsement shall be of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium

5. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 08/29/24

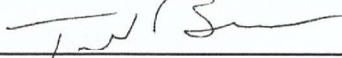
Policy No. 46-893890-01-12

Endorsement No. 11

Insured All Electric Motors, Inc.

Premium \$ 1,500.00

Insurance Company California Insurance Company

Countersigned by 

**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Cynthia J. Lane*  
Cynthia J. Lane (Oct 25, 2024 11:29 PDT)

Title: Secretary/Treasurer

**Additional Signature (if required):**

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title:

CONTRACT #: **PRC003259**  
CONTRACT NAME: **On-Call Electric Motor Repair Parts & Service**  
CONTRACT PROJECT #: NA  
DEPARTMENT: Utilities  
DIVISION: Engineering & Water Resources

CITY OF SACRAMENTO

**GOODS AND NONPROFESSIONAL SERVICES AGREEMENT**

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Modesto Industrial Electric Co., Inc.*  
*1417 Caldwell Avenue, Modesto, CA 95350*  
*Phone: (209) 527-2800/E-mail: [jedeal@iecmail.com](mailto:jedeal@iecmail.com)*

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A - Technical Specifications  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods and Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies (“Goods”) and the non-professional services (“Services”) described in Exhibit A (referred to collectively as “Goods and Services”).

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of Exhibit A (“Additional Goods and Services”) unless, before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that

the Additional Goods and Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

*Access to City facilities will be provided, as needed.*

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.



Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Ray Wilderman, Superintendent*  
*Department of Utilities*  
*1395 35<sup>th</sup> Avenue, Sacramento, CA 95822*  
*Phone: (916) 808-8067/E-mail: [rwilderman@cityofsacramento.org](mailto:rwilderman@cityofsacramento.org)*

The CONTRACTOR Representative for this Agreement is:

*Jordache Edeal, Assistant Production Manager*  
*Modesto Industrial Electric Co., Inc.*  
*1417 Caldwell Avenue, Modesto, CA 95350*  
*Phone: (209) 527-2800/E-mail: [jedeal@iecmail.com](mailto:jedeal@iecmail.com)*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Quantities.** The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in Exhibits A or B.

**4. Time of Performance.** The Goods and Services described in this Contract shall be provided for **One Year. The City may extend this Contract for up to Four (4) additional one-year terms, for a maximum five-year term.** Contractor shall provide the Goods and Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**5. Delivery and Inspection.**

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

- C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

## EXHIBIT B

### PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ **3,000,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608

C. All invoices submitted by CONTRACTOR must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**8. Additional Goods and Services.** Additional Goods and Services shall be provided only when a Supplemental Contract authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**9. Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

**10. Accounting Records of Contractor.** During performance of this Contract and for a period of three

years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11. **Sales Tax Requirements.** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.
  
12. **Use Tax Requirements.** On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.
  
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.
  
  - C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.
  
13. **Excise Tax Requirements.** The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.
  
14. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.
  
15. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

- \_\_\_\_\_ Construction work in an amount exceeding \$25,000;
- \_\_\_\_\_ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If any of the lines is checked above**, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.



Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor 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 that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
  
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
  
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
  
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
  
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, 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.

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 and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

  X   Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 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.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

       No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 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.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. 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.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.



- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against 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 or services performed under this Contract, including, any fees and 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 Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to 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 this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

**27. Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

# ATTACHMENT 1 TO EXHIBIT A – SCOPE OF SERVICES

## 1. SCOPE OF SERVICES

### 1.1 Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

On-call contractors who can perform motor repairs and services, including emergency repairs, at the request of the DOU Staff, which shall identify specific tasks, deliverables, and deadlines on an as-needed basis. These repairs may include, but are not limited to, Rotor Inspection/ Test/ Repair, Stator Inspection/ Test/ Repair, Stator Rewinding, or Mechanical Inspection/ Reconditioning.

All work shall be in accordance with the Electrical Apparatus Service Association’s (EASA) Recommended Practice, AR100-2015 latest edition and the National Electrical Manufacturers Association (NEMA) standards for service and repair of electrical apparatus. Work shall be in conformance with standards set by, but not limited to, the following organizations:

1. Underwriters Laboratories (UL)
  - a. Underwriters Laboratories – Certified motors shall be recertified after repair.
  - b. Contractor’s shop or his sub-contractor’s shop shall be UL-certified to rebuild explosion-proof electric motors for use in hazardous environments.
2. American National Standards Institute (ANSI)
3. American Society for Testing and Materials (ASTM)
4. National Electrical Code (NEC)
5. National Fire Protection Agency (NFPA)
6. National Electrical Manufacturers Association (NEMA)

### Qualifications

1. The City prefers that the Contractor be EASA Accredited, but it is not mandatory. The Contractor will provide a copy of the certification upon request by the City.
2. The City prefers that the Contractor or Contractor’s sub-contractor be certified as an “Explosion-Proof, UL Facility.” The Contractor will provide a copy of the certification upon request by the City.
3. Contractor shall be responsible for obtaining all O.E.M. technical documents, drawings, and parts when necessary.
4. Contractor shall have all engineering, design, metalizing, welding, heat treating, machining, balancing, calibrating, and testing capabilities necessary to completely refurbish/rewind electric motors.
  - a. Equipment used for inspecting, calibrating, and testing pumps and motors shall be up-to-date and have calibration certificates, less than one year old, traceable to NIST standards where applicable.

### Sample Motor List

SAMPLE LIST OF MOTORS FOR REFERENCE – NOT ALL INCLUSIVE			
Make/Model	HP	Voltage	Frame
Limitorque, 1YAB06837A2	5.1	230/460	184TR1
GE, 5K6257XH663A	30	230/460	B324TP12
GE, 5K6237XH90A	25	230/460	B284TP12
Fairbanks Morse, B2317	50	220/440	ZG2485P
GE, 5K6247XH541A	20	230/460	B324TP12
GE, K6333XC3A	150	440	6333P
Westinghouse	800	4160	GF-39C

Westinghouse 5V2699	400	4160	681-P
US Motors	300	4160	5012P

### 1.1.1 Recondition/Repair of Electric Motors

Reconditioning/repair of electric motors shall include the testing, disassembling, inspection, cleaning, dipping, baking of windings, replacement of bearings, replacing brushes, turning slip-rings, dynamically balancing all rotating elements, assembly, testing and painting at a minimum and include the following:

#### A. Pre-Disassembly Test

1. Using a 1000V meg-ohm meter, conduct verification of insulation integrity. Record the insulation resistance of the motor as brought in from the city. Acceptable criteria is 5 meg-ohms or higher.
2. Verify that heaters are operational and that other attached features, such as thermocouples, Resistive Thermal Devices (RTD), have continuity.
3. Single-phase test to check for open rotors. (After disassembly, rotors will be inspected for evidence of damaged, cracked, or open circuit bars or end rings. If there is evidence of faults, the rotor will be growl-tested.) The detection of any defect during testing shall be reported promptly to the Engineer or designee.
4. Documentation covered under this section shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as received. The Engineer shall be notified if acceptable criteria are not met.

#### B. Motor Disassembly

1. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
2. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.

#### C. Motor Inspection

1. Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.
2. All stators windings/coils shall be surge- tested with an electronic surge tester specifically designed to apply a surge voltage stress test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in winding under test. Testing shall be per EASA, IEEE 62.2, 112 and 7.2.3 standards. Infrared imaging shall be provided pre and post-test.
3. Air gap shall be measured and recorded at the 12, 3, 6 and 9 o'clock positions at both ends of the motor.
4. The motor shall be dismantled and inspected for defective components. Care should be taken during the disassembly to ensure components are marked for identification and orientation for reinstallation.
5. If the motor is in poor condition and cannot be repaired, reconditioned, or made as new, the Contractor shall notify the Engineer or their designee immediately.

#### D. Exciter/Slip Ring Inspection & Repair

1. Contractor shall inspect commutator for color and condition. It shall be clean, smooth, and have a polished brown color on brush contact races and show no signs of overheating. Any roughness shall be removed by sand papering or stoning. No emery cloth or emery stone is to be used.
2. Contractor shall advise the City if the commutator is found excessively rough.
3. Contractor shall inspect slip rings for uneven wear brush imprint, excessive arcing, and true concentric shape. Slip rings shall have a clean, smooth, and polished surface underbrush contact race. If this condition



is not achievable, replacement of slip rings shall be required.

4. Contractor shall remove any black spots on slip rings by rubbing lightly with fine sandpaper.
5. Contractor shall clean and inspect all brush riggings, mounting points, measure and record insulation values and advise the City of any defects.
6. If the commutator requires repair, the commutator shall be turned down on a lathe to a true concentric shape, and mica undercut to accommodate the "turn down."

#### **E. Mechanical Fit**

1. Measure the bearing bores, shells, housings, and shaft journals using a micrometer. Shaft fits and housing fits shall comply with AR100-2015. Machine work shall be approved by the Engineer before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by metalizing and machining or boring and sleeving. Documentation of before and after measurements shall be made.
2. Replace bearings per manufacturer's specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Engineer. Bearings shall be properly lubricated and bearing oil reservoirs shall be drained for shipping and installation. If Contractor is tasked with installation, Contractor shall be responsible for filling the bearing oil reservoir upon installation. All equipment shall be tagged with information as to whether bearing oil reservoirs were filled and what type of lubricant was used.
3. No knurling, peening or adhesives will be used as a means of retaining bearings to the shaft or in the bearing bracket.
4. Sleeve bearings shall be reused when possible. Clearance shall be maintained at a maximum of 0.002" for the first inch of shaft diameter plus 0.001" of additional inch of shaft diameter.
5. Sleeve bearing work is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City. ASTM B23 alloy 2 or 3 shall be used for any rabbiting work required. Sleeve bearing work shall be quoted based on paragraph 2.7 of this Specification.
6. Sleeve bearings shall have a minimum of 80% journal surface contact in a strip approximately one inch wide in the bottom half of the bearing.
7. Final "As-Left" bearing clearance data shall be taken and recorded.
8. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.
9. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.

#### **F. Rotor Balancing**

1. The rotor and shaft shall be visually inspected for physical damage or signs of abnormal operation.
2. A printout tape from the balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the recondition/repair/rewind documents when the motor is delivered.
3. A core loss test shall be performed on the rotor. Results shall be recorded in the test report.
4. Thoroughly clean and dry the rotor and shaft.
5. Inspect the rotor laminations and verify they are firm and secure on the shaft. Dress any minor rubs or burrs.
6. Inspect the rotor bars for signs of fatigue or cracking, especially at the end ring connections. NDE methods may be requested if questionable indications are found.
7. Inspect end rings for signs of overheating, arcing, or burning.
8. Inspect the shaft and coupling fits. Verify proper tolerances of the key/keyway.
9. Measure and record the shaft runout and inspect the bearing journals and seal areas for signs of

overheating or scoring. Shaft metalizing, machining, straightening, or replacement is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City.

10. Dynamically balance the rotor to a vibration level of 0.5 mils.

#### **G. Stator Rewinding**

1. All rewinding shall include complete reconditioning. Reconditioning is defined as replacement of bearings, seals, O-rings, oil and labor.
2. All re-winding to include thermal protection installation/replacement (if necessary).
3. Old windings shall be removed in a manner which prevents warping or cracking of the frame and deterioration of the core laminations or its magnetic qualities.
4. Stator slots and core laminations shall be cleaned, inspected, and dressed as necessary.
5. A stator core loss test shall be performed following winding removal and stator inspection.
6. Core damage that requires iron replacement or total restacking is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City.
7. Rewind material specifications shall meet or exceed the existing windings with regard to the number and size of conductors and insulating capabilities (electrical and thermal). Materials shall be upgraded when physically possible.
8. A test coil shall be VPI treated with the stator. The coil shall be destructively examined to ensure full penetration of resin. Repeat VPI treatment as necessary to provide complete resin penetration.
9. The stator and test coil shall be dipped and baked a minimum of two times. The test coil is to be returned with the motor.
10. Following rewind, hi-pot at  $1.7(2E + 1000)$  volts DC


#### **H. Motor Leads**

1. Motor leads shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered.

#### **I. Insulation**

1. Windings shall be double dipped with Class H varnish and baked.
2. Machine-finished surfaces bore of the stator lamination and periphery of the rotor laminations shall be cleaned of all varnish and foreign materials. Photo documentation of this process shall be made prior to and after lamination.

#### **J. Final Assembly Inspection/Test**

1. Prior to assembly, machined surfaces shall be cleaned and polished and all threaded holes shall be cleaned and tapped.
  2. Motor shall be reassembled with new nuts, bolts, and gaskets as necessary. Nuts and bolts shall be USA manufactured Grade 5 or better.
  3. Bearings shall be properly positioned on the shaft.
  4. Rotor to armature position on horizontal motors will be such that end thrust against either bearing is eliminated. Sleeve bearing end play shall be approximately  $1/8''$  per inch of shaft journal diameter. Rolling element supplied machines shall have sufficient end play to allow for shaft expansion caused by temperature rise.
  5. Vertical machines shall have thrust bearings set per the manufacturer's specification.
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6. Rolling element bearings shall be properly lubricated in accordance with manufacturer's recommendations and grease fittings removed and holes plugged.
7. Sleeve bearings shall be properly lubricated in accordance with manufacturer's recommendations and oil ring freedom of movement verified.
8. Rotors shall be checked for freedom or rotation.
9. Perform and record the results of a low resistance phase test for each phase.
10. Perform and record the results of an insulation resistance test to ground for all windings. A polarization index shall be calculated and recorded for all medium voltage motors. Voltage test levels shall be consistent with the opening voltage of the motor being tested.
11. If previous test results are acceptable, the motor shall be energized at rated voltage and run for a period of one hour or until sleeve bearing temperatures have stabilized for a minimum of 15 minutes. Notify City representative of bearing temperatures above 160 degrees Fahrenheit.
12. During the test operation the following data is to be recorded at no longer than fifteen-minute intervals.
  - a. Bearing Temperatures Stator
  - b. Temperatures Phase Currents
  - c. Phase Voltages
  - d. Vertical, Horizontal, Axial Vibrations
  - e. Blue shaft and scribe magnetic center on the motor shaft.
  - f. Terminate test, shut down motor and drain oil from the bearings and tag appropriately.
  - g. Complete final assembly as necessary and prepare motor for shipment.

#### **K. Paint**

1. The exterior of the motor shall be properly cleaned of rust and foreign material, prime painted, and finish painted with a good grade of machinery enamel, the same color as received unless otherwise specified. Nameplates, machined surfaces, and internal parts shall be protected from paint.
2. When needed, the interiors of motor frames and parts shall be painted with an insulating paint. This includes rotors, bearing brackets, frame interiors and air deflectors.
3. Windings shall not be painted.

#### **L. Incidentals**

1. All incidental parts requiring replacement, such as bearings, coils, etc. shall be considered included in other items of bid and no additional compensation shall be allowed.

#### **1.2.2. Rewinding of Electric Motors**

When rewind is done in conjunction with a recondition or repair, many of the items below will be redundant and shall not be performed or charged for twice. The items below apply to stator only (including all labor, materials and testing necessary for work completion) and shall at a minimum include:

#### **A. Pre-Disassembly Test**

1. Using a 1000 meg-ohm meter, conduct verification for insulation integrity. Acceptable criteria is 2.0 meg-ohms or higher.
2. A 5KV meg-ohm meter shall be used to verify insulation integrity of all 4160V motors.
3. Verify that heaters are operational and other attached features such as thermocouples have continuity.
4. Pre-disassembly documentation shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as

received. The Engineer shall be notified if acceptable criteria are not met.

#### **B. Stripping**

1. Windings shall be removed by temperature-controlled burnout with oven temperature suppression. Burnout temperature shall not exceed 750 degrees Fahrenheit.
2. Windings shall be removed in such a fashion not to damage or distort the core iron. Upon removal of the old windings and insulation, the core shall be thoroughly cleaned and inspected for burrs, etc.
3. After the burnout procedure, the Contractor shall perform a stator core loss test to ensure the stator laminations are not heat damaged. If the stator core losses exceed four (4) watts per pound of core steel, notify the Engineer prior to proceeding forward.

#### **C. Winding**

1. General: Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the Engineer. NEMA Class F insulation shall be used, unless otherwise specified. Magnet wire shall be a Quad Build, insulated wire of domestic manufacture that meets or exceeds NEMA specification MW-35A. After winding and prior to resin treatment, windings will be surge-comparison tested and the results documented.
2. The copper cross-sectional area shall be at least as large as the original winding.
3. Resin Treatment: Windings shall be double dipped with Class H varnish and baked.
4. Check all coils for overall coil shape. Perform a high frequency turn-to-turn dielectric test (surge test) in accordance with IEEE 522. Submit test results to the city. This shall be done prior to installation into the stator.

#### **D. Motor Leads**

1. Motor leads that are replaced must be the same length and configuration as the original leads. Leads will be permanently tagged with non-magnetic markers. Lead lengths shall be identified by the City when a request for service is made.
2. Resistive Temperature Devices (RTD) shall be reinstalled in original locations, 100 ohm platinum, unless otherwise specified.
3. Thermistors (PTC or NTC) shall be reinstalled in accordance with manufacturer specifications in their original locations as well.
4. Where originally installed, all leads for space heaters, RTD's, and bearing temperature detectors shall be completely rewired with leads brought out to terminal box. Unless otherwise specified, winding and bearing temperature detectors shall have the same electrical characteristics as those originally installed.

#### **E. Insulation**

1. Windings shall be double dipped with Class H varnish and baked. Insulation shall be tested phase-to-phase and phase-to-ground at 1000 volts dc and yield a one-minute test result of 1000 meg-ohms or better.

#### **F. Final Test**

1. A 1000-volt meg-ohm meter shall be used to verify insulation continuity. This reading shall be documented. After reassembly, motors shall be test-run at full nameplate voltage and documentation of current reading and vibration readings shall be provided to the end user. (NOTE: a 5KV meg-ohm meter shall be used on all 4160V motors.) Copper DC resistance tests, phase-to-phase, on rotor winding from slip rings shall be

performed. If the rewound rotor fails to pass any test, the rotor shall be rejected. The Contractor shall rebuild and retest until all tests are approved by the City.

### **1.2.3. Machine Work**

Machine work shall apply to, but not be limited to, the drilling and tapping of broken bolts, the repairing of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repairs to impellers, covers, volutes, mounting rails, bearing journals, and pump shafts.

### **1.2.4 Emergency Repairs**

1. All emergency work shall be completed by the Contractor within forty-eight (48) hours after notification by the City and returned to the pickup location.

### **1.2.5 Documentation**

All work performed to recondition, repair and/or rewind motors shall be supplemented with reports that verify all processes to accomplish each job order. Documentation shall include, but is not limited to, the following:

1. Pre-Disassembly Testing report for all activities as described.
2. Photo documentation of existing condition prior to fulfilling each described criteria of the disassembly test.
3. Motor Disassembly report, including photo documentation before and after cleaning.
4. Motor Inspection report, including stator core loss testing results. Photo documentation of coils, windings and conductors showing any signs of excessive wear or failure.
5. Mechanical fit measurements shall be recorded as specified. Photo documentation shall be submitted for all replaced bearings, grease fittings, plugs, etc.
6. Rotor balancing report as specified.
7. Insulation report as specified above. Before and after photo documentation of the windings prior to varnishing and baking.
8. Final test report as specified.
9. Pump Reconditioning report as specified.

All testing, inspections and incidentals related to required reports shall be considered included within the bid items for said testing report and no additional compensation shall be allowed.

### **1.2.6. Warranty/Guarantee**

1. Contractor has the sole responsibility for ensuring and guaranteeing that the equipment and materials furnished or supplied meet the requirements of this specification.
2. All repair work and parts supplied shall be guaranteed for a minimum of one year from the date equipment is returned to service against defects in materials or workmanship supplied by the contractor. Any warranted failures shall be corrected at no cost to the City including transportation to and from the jobsite.

### **1.2.7. Transportation/Shipping**

1. Contractor is responsible for ensuring motors are cleaned and properly prepared for shipment. This includes the proper handling of all waste resulting from any of the processes used during the motor maintenance activities.
2. Motors shall be protected against damage during transit. All motors will be covered, and rotors blocked. Oil shall be removed from bearings before shipment. A conspicuous tag shall be attached to each oil level sight glass indicating oil must be added to the bearings. Contractor will require City Staff to sign delivery receipts



acknowledging the condition. Contractor understands that failure to properly tag motors will result in Contractor responsibility to repair or replace motors as needed.

3. Contractor shall supply all timbers, blocking and tie downs necessary to properly secure a motor during transit. Contractor shall be responsible for damages or losses during transit.

#### **1.2.8. Service Facility**

The successful contractor shall allow City of Sacramento personnel to visit their shop(s) if requested. A central service/repair phone number shall be provided to the City.

#### **1.2.9 Pricing**

1. Bidder shall include an Hourly Rate for all general and emergency repair work. The Hourly Rate schedule shall include all transportation, labor, materials, test and equipment pickup for the repair and refurbishment of electric pump motors.

#### **1.2.10 Price Escalation**

Pricing submitted with this bid shall be firm for the period of the contract. However, requests may be submitted prior to the end of each contract year (60 days in advance) to increase pricing based on industry adjustments. Adjustments shall be based on the latest yearly percentage increase in the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The annual increase or decrease in the CPI shall be the latest index published and available for the calendar year ending 12/31.

Any requested adjustment shall be fully documented. Any approved cost adjustment shall become effective on the beginning date of the approved contract extension.

#### **Reconditioning Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.1 (Recondition/Repair of Electric Motors) above.

#### **Complete Rewinding Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.2 (Rewinding of Electric Motors) above.

1. All reconditioning above
2. New windings
3. Coating/baking
4. Thermal protection installation/replacement
5. Heater & Resistive Thermal Device installation/replacement

#### **Field Support /Callout**

Field support will be required on an as-needed basis. Field support shall be defined as a qualified Service Technician meeting with representatives of the City of Sacramento at the physical site of the trouble call. The Contractor shall respond within 1 day of callout during normal business hours (7:00 AM- 4:00 PM) to troubleshoot and diagnose problems. These calls may result in repair orders as needed. All repair work shall be done at Contractor's site.



**ATTACHMENT 1 TO EXHIBIT B - PRICING STRUCTURE**

<b>SMALL MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	\$125.00/HR
Emergency/After Hours Rate	\$187.50/HR
Straight Time In-Field Rate	\$150.00/HR
Overtime In-Field Rate	\$225.00/HR
% Mark up over cost for parts & materials	25%

<b>LARGE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	\$125.00/HR
Emergency/After Hours Rate	\$187.50/HR
Straight Time In-Field Rate	\$150.00/HR
Overtime In-Field Rate	\$225.00/HR
% Mark up over cost for parts & materials	25%

<b>SUBMERSIBLE MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	\$125.00/HR
Emergency/After Hours Rate	\$187.50/HR
Straight Time In-Field Rate	\$150.00/HR
Overtime In-Field Rate	\$225.00/HR
% Mark up over cost for parts & materials	25%

<b>SUBMERSIBLE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	\$125.00/HR
Emergency/After Hours Rate	\$187.50/HR
Straight Time In-Field Rate	\$150.00/HR
Overtime In-Field Rate	\$225.00/HR
% Mark up over cost for parts & materials	25%

**ALL ABOVE LABOR AND MARK-UP RATES SHALL BE FIRM THROUGH THE FIRST YEAR OF THE AGREEMENT**

- Any unforeseen repairs that require a change to the cost of the repair estimate must be approved by the project manager prior to beginning the additional repairs.
- If the estimated repair cost exceeds 50% of the replacement cost, the Contractor must call to get authorization for the repair before proceeding.
- Any services, parts, replacements and/or repairs requested that are not specifically outlined herein will be quoted to the City using the percentage mark-up listed above.

CONTACT PERSON: Rich Hodge E-MAIL: Rhodge@iecmail.com

PHONE: 209-652-8282 FAX: 209-527-8095

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

DATE: 10/21/2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

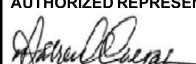
<b>PRODUCER</b> HUB International Insurance Services, Inc. PO Box 3231 Modesto CA 95353  License#: 0757776	<b>CONTACT NAME:</b> Nicole de Witte <b>PHONE (A/C. No. Ext):</b> 209-550-3736 <b>E-MAIL ADDRESS:</b> Nicole.dewitte@hubinternational.com	<b>FAX (A/C. No):</b> 209-550-3796	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Modesto Industrial Electrical Co., Inc. DBA: Industrial Electrical Co., Inc. 1417 Coldwell Ave Modesto CA 95353  License#: 0757776 INDUS-1	<b>INSURER A :</b> Arch Insurance Company		11150
	<b>INSURER B :</b> Mt. Hawley Insurance Company		37974
	<b>INSURER C :</b> Navigators Specialty Insurance Company		36056
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 676492858 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ZAGLB1102402	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> Collis \$1000	Y	Y	ZACAT1203302	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	SF24EXC728441IC	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		Y	ZAWCI9417006	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Pollution Liability			EGL0011364	1/1/2024	1/1/2025	Ea Poll Incident \$2,000,000 Aggregate Limit \$2,000,000 Ded. Each Claim \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Auto Waiver of Subrogation CA0444 1013  
 Auto Primary/NonContributory 00 CA0116 00 0410  
 Auto Blanket Additional Insured 00 CA00 7000 1013  
 General Liability Primary/NonContributory CG2001 0413  
 General Liability Blanket Additional Insured CG2010 0413  
 General Liability Blanket Additional Insured including Completed Operations CG2037 1219  
 General Liability Blanket Waiver of Subrogation CG2404 1219  
 General Liability Per Project Aggregate CG2503 0509  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Sacramento Risk Management Division 1395 35TH Avenue Reference# SFK2-7413-1 Sacramento CA 95822	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY HUB International Insurance Services, Inc.		NAMED INSURED Modesto Industrial Electrical Co., Inc. DBA: Industrial Electrical Co., Inc. 1417 Coldwell Ave Modesto CA 95353	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Pollution Liability Additional Insured; Waiver of Subrogation; Primary/Non-Contributory per CPL1010221  
 Workers' Compensation Waiver of Subrogation WC040306  
 All Blanket Endorsements as required by Written Contract  
 Excess Liability is following form  
 XCU in not excluded under the policy forms.  
 30 Day Notice of Cancellation per policy provisions.

Certificate holder reads: City of Sacramento, its officials, employees and volunteers.

## CONTRACTORS POLLUTION LIABILITY POLICY

**VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we", "us", "our", and the Company refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in bold have special meaning. Refer to **SECTION VI – DEFINITIONS**.

It is agreed by all insureds that the statements in the application are their representations, that such representations are deemed material and that this Policy is issued in reliance upon the truth of such representations. The application is the basis of this Policy and is incorporated in and constitutes a part of this Policy. Any material received with the application will be maintained on file with the Company and will be deemed to be attached thereto as if physically attached. This Policy includes all of the agreements existing between the insureds and the Company or any of its agents relating to this Policy.

### SECTION I – CONTRACTORS POLLUTION LIABILITY COVERAGE

#### 1. INSURING AGREEMENT

##### COVERAGE A – THIRD PARTY BODILY INJURY AND PROPERTY DAMAGE

We will pay those sums that the insured becomes legally obligated to pay as **Damages** for **Bodily Injury** or **Property Damage** caused by a **Pollution Incident** caused by the insured's **Contracting Services** or **Completed Operations** caused by those **Contracting Services** to which this insurance applies. We will have the right and duty to defend the insured for any **Claim** made seeking those **Damages**. However, we will have no duty to defend against any **Claim** seeking **Damages** for **Bodily Injury** or **Property Damage** to which this insurance does not apply. We may, at our discretion, investigate any **Pollution Incident** and settle any **Claim** that may result.

##### COVERAGE B – CORRECTIVE ACTION COSTS

We will pay those sums that the insured becomes legally obligated to pay for **Corrective Action Costs** resulting from a **Pollution Incident** caused by the insured's **Contracting Services** or **Completed Operations** to which this insurance applies. We will have the right and duty to defend the insured for any **Claim** seeking **Corrective Action Costs**. However we will have no duty to defend against any **Claim** made seeking **Damages** for **Corrective Action Costs** to which this insurance does not apply. We may, at our discretion, investigate any **Pollution Incident** and settle any **Claim** that may result.

Under Coverages **A** and **B**:

- a. This insurance applies to **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** only if:
  - (1) The **Bodily Injury**, **Property Damage**, or **Corrective Action Costs** is caused by a **Pollution Incident** that takes place in the **Coverage Territory**; and
  - (2) The **Pollution Incident** commences during the **Policy Period**; and
  - (3) In the event a **Pollution Incident** gives rise to a **Claim** and continues through one or more **Policy Periods**, only the Policy in effect when the **Pollution Incident** first commences will apply.



(2) **Property Damage** to property:

(a) Owned, occupied, or used by; or

(b) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by;

You, any of your **Employees, Volunteer Workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(3) **Corrective Action Costs** arising from a **Pollution Incident**.

- b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the ninetieth (90th) day after you acquire or form the organization or the end of the **Policy Period**, whichever is earlier; and
  - b. Coverage does not apply for **Pollution Incidents** that occurred before you acquired or formed the organization;
- 4. Any additional insured, person, or organization as required by written contract or agreement signed by all parties prior to commencement of a **Pollution Incident** but only with respect to liability caused, in whole or in part, by the named insured's negligence and arising out of the named insured's ongoing operations.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. No person or organization who does not qualify as an insured under this policy becomes an insured because such person or organization is or is alleged to be an alter ego of any person or organization who qualifies as an insured under this policy.

### SECTION III – SUPPLEMENTARY PAYMENTS

- 1. We will pay, with respect to any **Claims** we investigate or settle, or any **Claim** or **Suit** against an insured we defend:
  - a. All **Defense Expenses** we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **Claim** or **Suit**, including actual loss of earnings up to \$250 a day because of time off from work.
  - d. All court costs taxed against the insured in the **Claim** or **Suit**. However, these payments do not include attorney's fees or attorneys expenses taxed against the insured.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - f. All interest on the amount of any judgment that is within the applicable limits of insurance and accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- 2. If we defend an insured against a **Suit** and an indemnitee of the insured is also named as a party to the **Suit**, we will defend that indemnitee if all of the following conditions are met:

- a. To join us as a party or otherwise bring us into a **Suit** asking for **Damages** from an insured; or
- b. To sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for **Damages** or for **Corrective Action Costs** that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant, or the claimant's legal representative.

## 5. Other Insurance

This insurance is excess over all valid and collectible insurance that is available for a loss that is also covered pursuant to this policy except this insurance will be primary in the event that a written contract, agreement, or permit which was executed by both parties prior to the **Pollution Incident** requires this insurance to be primary and non-contributory for any person or organization, and such person qualifies as an insured under this policy.

## 6. Representations

By accepting this Policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Named Insured against whom **Claim** is made or **Suit** is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. Any insured must do nothing after loss to impair them. At our request, any insured will bring **Suit** or transfer those rights to us and help us enforce them.

However, if any insured has waived rights of recovery against any person or organization as per executed contract prior to the **Pollution Incident**, we waive any right of recovery we may have under this policy against such person or organization.

## 9. Assignment

This Policy shall be void as to the assignee or transferee, if assigned or transferred without written consent of the Company.

## 10. Nonrenewal

If we decide not to renew this Policy, we will send written notice of nonrenewal to you at least sixty (60) days before the end of the **Policy Period**. We will send our nonrenewal to first Named Insured on the Declarations at your last mailing address known to us.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT -  
DESIGNATED CONTRACT(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

**SCHEDULE**

**Designated**

**Contract(s):** ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS**, Paragraph **B. 5.**

**5. Other Insurance**

- e.** With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any “accident”, this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZACAT1203302

Named Insured: INDUSTRIAL ELECTRICAL COMPANY

Endorsement Effective Date: 01/01/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

**Name of Person(s) or Organization(s):**  
BY WRITTEN CONTRACT OR AGREEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an “insured” the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT1203302

Named Insured: INDUSTRIAL ELECTRICAL COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>  <b>Endorsement Effective Date:</b>
---

### **SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b> ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

<p><b>Name Of Person Or Organization:</b> ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**  
ALL PROJECTS OF THE NAMED INSURED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
  - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

  - 1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PER LOCATION OR PER PROJECT AGGREGATE LIMIT AND POLICY  
AGGREGATE LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

<input type="checkbox"/>	Per Location Aggregate Limit:	
<input checked="" type="checkbox"/>	Per Project Aggregate Limit:	\$1,000,000
	Policy Aggregate Limit:	\$1,000,000

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by an “occurrence” under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to ongoing operations at a single “location” or “project”:
1. A separate Per Location Aggregate Limit applies to each “location” you own or rent if there is an “X” in the Per Location box of the **Schedule**, and that limit is equal to the corresponding amount shown in the **Schedule**.
  2. A separate Per Project Aggregate Limit applies to each “project” at which you perform operations if there is an “X” in the Per Project box of the **Schedule**, and that limit is equal to the corresponding amount shown in the **Schedule**.
  3. The Per Location Aggregate Limit or Per Project Aggregate Limit (whichever is applicable) is the most we will pay for the sum of all such damages under **COVERAGE A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or “suits” brought; or
    - c. Persons or organizations making claims or bringing “suits”.
  4. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project Aggregate Limit (whichever is applicable) for that “location” or “project”. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Location or Per Project Aggregate Limit for any other “location” or “project”.
  5. The limits shown in the Declarations for Each Occurrence and for Damage To Premises Rented To You continue to apply. However, instead of being subject to the General

Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies and which cannot be attributed only to ongoing operations at a single “location” or “project”:
1. Any payments made for such damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Per Location or Per Project Aggregate Limit.
- C.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will be subject to and reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor any Per Location Aggregate Limit or Per Project Aggregate Limit.
- D.** The Policy Aggregate Limit shown in the **Schedule** is the most we will pay under this policy for the sum of all damages under Coverage **A.** and Coverage **B.**, and Medical Expenses under Coverage **C.** The General Aggregate Limit, the Products-Completed Operations Aggregate Limit, and the Per Location Aggregate Limit(s) or Per Project Aggregate Limit(s) (whichever is applicable) are all subject to the Policy Aggregate Limit.
- E.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- F.** For the purposes of this endorsement, **SECTION V – DEFINITIONS** is amended to include the following additional definitions:
- “Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- “Project” means construction project. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZAGLB1102402

Named Insured: INDUSTRIAL ELECTRICAL COMPANY

Endorsement Effective Date: 01/01/2024

POLICY NUMBER: **ZAWCI9417006**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **INCL** % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

**ANY PERSON OR ORGANIZATION WHERE  
WAIVER OF OUR RIGHT TO RECOVER IS  
PERMITTED BY LAW AND IS REQUIRED  
BY WRITTEN CONTRACT PROVIDED SUCH  
CONTRACT WAS EXECUTED PRIOR TO  
DATE OF LOSS**

**ALL JOBS UNDER CONTRACT**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **04-01-24** Policy No. **ZAWCI9417006**

Endorsement No.

Insured **MODESTO INDUSTRIAL ELECTRICAL**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By \_\_\_\_\_

DATE OF ISSUE: **04-06-24**



**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Jordache Edsal*

Title: Assistant Production Manager

**Additional Signature (if required):**

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title:

CONTRACT #: **PRC003260**  
CONTRACT NAME: **On-Call Electric Motor Repair Parts & Service**  
CONTRACT PROJECT #: NA  
DEPARTMENT: Utilities  
DIVISION: Engineering & Water Resources

CITY OF SACRAMENTO

## **GOODS AND NONPROFESSIONAL SERVICES AGREEMENT**

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Dahl-Beck Electric*  
2775 Goodrick Avenue Richmond, California 94801-1109  
(510) 237-2325 / [sales@dahlbeckelectric.com](mailto:sales@dahlbeckelectric.com)

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A - Technical Specifications  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods and Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies (“Goods”) and the non-professional services (“Services”) described in Exhibit A (referred to collectively as “Goods and Services”).

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of Exhibit A (“Additional Goods and Services”) unless, before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that

the Additional Goods and Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

*Access to City facilities will be provided, as needed.*

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]



**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Ray Wilderman, Superintendent*  
*Department of Utilities*  
*1395 35<sup>th</sup> Avenue, Sacramento, CA 95822*  
*Phone: (916) 808-8067/E-mail: [rwilderman@cityofsacramento.org](mailto:rwilderman@cityofsacramento.org)*

The CONTRACTOR Representative for this Agreement is:

*Roger Beck / President*  
*Dahl-Beck Electric*  
*2775 Goodrick Avenue Richmond, California 94801-1109*  
*(510) 237-2325 / [sales@dahlbeckelectric.com](mailto:sales@dahlbeckelectric.com)*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Quantities.** The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in Exhibits A or B.

**4. Time of Performance.** The Goods and Services described in this Contract shall be provided for **One Year. The City may extend this Contract for up to Four (4) additional one-year terms, for a maximum five-year term.** Contractor shall provide the Goods and Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**5. Delivery and Inspection.**

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

- C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.

## EXHIBIT B

### PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ **3,000,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608

C. All invoices submitted by CONTRACTOR must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**8. Additional Goods and Services.** Additional Goods and Services shall be provided only when a Supplemental Contract authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**9. Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

**10. Accounting Records of Contractor.** During performance of this Contract and for a period of three

years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11. **Sales Tax Requirements.** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.
  
12. **Use Tax Requirements.** On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.
  
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.
  
  - C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.
  
13. **Excise Tax Requirements.** The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.
  
14. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.
  
15. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***



- \_\_\_\_\_ Construction work in an amount exceeding \$25,000;
- \_\_\_\_\_ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If any of the lines is checked above**, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor 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 that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, 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.

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 and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

  X   Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 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.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

       No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 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.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. 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.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.



## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and



Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against 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 or services performed under this Contract, including, any fees and 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 Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to 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 this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

**27. Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

# ATTACHMENT 1 TO EXHIBIT A – SCOPE OF SERVICES

## 1. SCOPE OF SERVICES

### 1.1 Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

On-call contractors who can perform motor repairs and services, including emergency repairs, at the request of the DOU Staff, which shall identify specific tasks, deliverables, and deadlines on an as-needed basis. These repairs may include, but are not limited to, Rotor Inspection/ Test/ Repair, Stator Inspection/ Test/ Repair, Stator Rewinding, or Mechanical Inspection/ Reconditioning.

All work shall be in accordance with the Electrical Apparatus Service Association’s (EASA) Recommended Practice, AR100-2015 latest edition and the National Electrical Manufacturers Association (NEMA) standards for service and repair of electrical apparatus. Work shall be in conformance with standards set by, but not limited to, the following organizations:

1. Underwriters Laboratories (UL)
  - a. Underwriters Laboratories – Certified motors shall be recertified after repair.
  - b. Contractor’s shop or his sub-contractor’s shop shall be UL-certified to rebuild explosion-proof electric motors for use in hazardous environments.
2. American National Standards Institute (ANSI)
3. American Society for Testing and Materials (ASTM)
4. National Electrical Code (NEC)
5. National Fire Protection Agency (NFPA)
6. National Electrical Manufacturers Association (NEMA)

### Qualifications

1. The City prefers that the Contractor be EASA Accredited, but it is not mandatory. The Contractor will provide a copy of the certification upon request by the City.
2. The City prefers that the Contractor or Contractor’s sub-contractor be certified as an “Explosion-Proof, UL Facility.” The Contractor will provide a copy of the certification upon request by the City.
3. Contractor shall be responsible for obtaining all O.E.M. technical documents, drawings, and parts when necessary.
4. Contractor shall have all engineering, design, metalizing, welding, heat treating, machining, balancing, calibrating, and testing capabilities necessary to completely refurbish/rewind electric motors.
  - a. Equipment used for inspecting, calibrating, and testing pumps and motors shall be up-to-date and have calibration certificates, less than one year old, traceable to NIST standards where applicable.

### Sample Motor List

SAMPLE LIST OF MOTORS FOR REFERENCE – NOT ALL INCLUSIVE			
Make/Model	HP	Voltage	Frame
Limitorque, 1YAB06837A2	5.1	230/460	184TR1
GE, 5K6257XH663A	30	230/460	B324TP12
GE, 5K6237XH90A	25	230/460	B284TP12
Fairbanks Morse, B2317	50	220/440	ZG2485P
GE, 5K6247XH541A	20	230/460	B324TP12
GE, K6333XC3A	150	440	6333P
Westinghouse	800	4160	GF-39C
Westinghouse 5V2699	400	4160	681-P

### **1.1.1 Recondition/Repair of Electric Motors**

Reconditioning/repair of electric motors shall include the testing, disassembling, inspection, cleaning, dipping, baking of windings, replacement of bearings, replacing brushes, turning slip-rings, dynamically balancing all rotating elements, assembly, testing and painting at a minimum and include the following:

#### **A. Pre-Disassembly Test**

1. Using a 1000V meg-ohm meter, conduct verification of insulation integrity. Record the insulation resistance of the motor as brought in from the city. Acceptable criteria is 5 meg-ohms or higher.
2. Verify that heaters are operational and that other attached features, such as thermocouples, Resistive Thermal Devices (RTD), have continuity.
3. Single-phase test to check for open rotors. (After disassembly, rotors will be inspected for evidence of damaged, cracked, or open circuit bars or end rings. If there is evidence of faults, the rotor will be growl-tested.) The detection of any defect during testing shall be reported promptly to the Engineer or designee.
4. Documentation covered under this section shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as received. The Engineer shall be notified if acceptable criteria are not met.

#### **B. Motor Disassembly**

1. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
2. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.

#### **C. Motor Inspection**

1. Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.
2. All stators windings/coils shall be surge- tested with an electronic surge tester specifically designed to apply a surge voltage stress test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in winding under test. Testing shall be per EASA, IEEE 62.2, 112 and 7.2.3 standards. Infrared imaging shall be provided pre and post-test.
3. Air gap shall be measured and recorded at the 12, 3, 6 and 9 o'clock positions at both ends of the motor.
4. The motor shall be dismantled and inspected for defective components. Care should be taken during the disassembly to ensure components are marked for identification and orientation for reinstallation.
5. If the motor is in poor condition and cannot be repaired, reconditioned, or made as new, the Contractor shall notify the Engineer or their designee immediately.

#### **D. Exciter/Slip Ring Inspection & Repair**

1. Contractor shall inspect commutator for color and condition. It shall be clean, smooth, and have a polished brown color on brush contact races and show no signs of overheating. Any roughness shall be removed by sand papering or stoning. No emery cloth or emery stone is to be used.
2. Contractor shall advise the City if the commutator is found excessively rough.
3. Contractor shall inspect slip rings for uneven wear brush imprint, excessive arcing, and true concentric shape. Slip rings shall have a clean, smooth, and polished surface underbrush contact race. If this condition is not achievable, replacement of slip rings shall be required.



4. Contractor shall remove any black spots on slip rings by rubbing lightly with fine sandpaper.
5. Contractor shall clean and inspect all brush riggings, mounting points, measure and record insulation values and advise the City of any defects.
6. If the commutator requires repair, the commutator shall be turned down on a lathe to a true concentric shape, and mica undercut to accommodate the "turn down."

#### **E. Mechanical Fit**

1. Measure the bearing bores, shells, housings, and shaft journals using a micrometer. Shaft fits and housing fits shall comply with AR100-2015. Machine work shall be approved by the Engineer before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by metalizing and machining or boring and sleeving. Documentation of before and after measurements shall be made.
2. Replace bearings per manufacturer's specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Engineer. Bearings shall be properly lubricated and bearing oil reservoirs shall be drained for shipping and installation. If Contractor is tasked with installation, Contractor shall be responsible for filling the bearing oil reservoir upon installation. All equipment shall be tagged with information as to whether bearing oil reservoirs were filled and what type of lubricant was used.
3. No knurling, peening or adhesives will be used as a means of retaining bearings to the shaft or in the bearing bracket.
4. Sleeve bearings shall be reused when possible. Clearance shall be maintained at a maximum of 0.002" for the first inch of shaft diameter plus 0.001" of additional inch of shaft diameter.
5. Sleeve bearing work is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City. ASTM B23 alloy 2 or 3 shall be used for any rabbiting work required. Sleeve bearing work shall be quoted based on paragraph 2.7 of this Specification.
6. Sleeve bearings shall have a minimum of 80% journal surface contact in a strip approximately one inch wide in the bottom half of the bearing.
7. Final "As-Left" bearing clearance data shall be taken and recorded.
8. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.
9. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.

#### **F. Rotor Balancing**

1. The rotor and shaft shall be visually inspected for physical damage or signs of abnormal operation.
2. A printout tape from the balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the recondition/repair/rewind documents when the motor is delivered.
3. A core loss test shall be performed on the rotor. Results shall be recorded in the test report.
4. Thoroughly clean and dry the rotor and shaft.
5. Inspect the rotor laminations and verify they are firm and secure on the shaft. Dress any minor rubs or burrs.
6. Inspect the rotor bars for signs of fatigue or cracking, especially at the end ring connections. NDE methods may be requested if questionable indications are found.
7. Inspect end rings for signs of overheating, arcing, or burning.
8. Inspect the shaft and coupling fits. Verify proper tolerances of the key/keyway.
9. Measure and record the shaft runout and inspect the bearing journals and seal areas for signs of overheating or scoring. Shaft metalizing, machining, straightening, or replacement is deemed outside the

scope of this maintenance activity and shall not be completed without prior approval from the City.

10. Dynamically balance the rotor to a vibration level of 0.5 mils.

### **G. Stator Rewinding**

1. All rewinding shall include complete reconditioning. Reconditioning is defined as replacement of bearings, seals, O-rings, oil and labor.
2. All re-winding to include thermal protection installation/replacement (if necessary).
3. Old windings shall be removed in a manner which prevents warping or cracking of the frame and deterioration of the core laminations or its magnetic qualities.
4. Stator slots and core laminations shall be cleaned, inspected, and dressed as necessary.
5. A stator core loss test shall be performed following winding removal and stator inspection.
6. Core damage that requires iron replacement or total restacking is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City.
7. Rewind material specifications shall meet or exceed the existing windings with regard to the number and size of conductors and insulating capabilities (electrical and thermal). Materials shall be upgraded when physically possible.
8. A test coil shall be VPI treated with the stator. The coil shall be destructively examined to ensure full penetration of resin. Repeat VPI treatment as necessary to provide complete resin penetration.
9. The stator and test coil shall be dipped and baked a minimum of two times. The test coil is to be returned with the motor.
10. Following rewind, hi-pot at  $1.7(2E + 1000)$  volts DC

### **H. Motor Leads**

1. Motor leads shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered.

### **I. Insulation**

1. Windings shall be double dipped with Class H varnish and baked.
2. Machine-finished surfaces bore of the stator lamination and periphery of the rotor laminations shall be cleaned of all varnish and foreign materials. Photo documentation of this process shall be made prior to and after lamination.

### **J. Final Assembly Inspection/Test**

1. Prior to assembly, machined surfaces shall be cleaned and polished and all threaded holes shall be cleaned and tapped.
2. Motor shall be reassembled with new nuts, bolts, and gaskets as necessary. Nuts and bolts shall be USA manufactured Grade 5 or better.
3. Bearings shall be properly positioned on the shaft.
4. Rotor to armature position on horizontal motors will be such that end thrust against either bearing is eliminated. Sleeve bearing end play shall be approximately  $1/8$ " per inch of shaft journal diameter. Rolling element supplied machines shall have sufficient end play to allow for shaft expansion caused by temperature rise.
5. Vertical machines shall have thrust bearings set per the manufacturer's specification.
6. Rolling element bearings shall be properly lubricated in accordance with manufacturer's recommendations

and grease fittings removed and holes plugged.

7. Sleeve bearings shall be properly lubricated in accordance with manufacturer's recommendations and oil ring freedom of movement verified.
8. Rotors shall be checked for freedom or rotation.
9. Perform and record the results of a low resistance phase test for each phase.
10. Perform and record the results of an insulation resistance test to ground for all windings. A polarization index shall be calculated and recorded for all medium voltage motors. Voltage test levels shall be consistent with the opening voltage of the motor being tested.
11. If previous test results are acceptable, the motor shall be energized at rated voltage and run for a period of one hour or until sleeve bearing temperatures have stabilized for a minimum of 15 minutes. Notify City representative of bearing temperatures above 160 degrees Fahrenheit.
12. During the test operation the following data is to be recorded at no longer than fifteen-minute intervals.
  - a. Bearing Temperatures Stator
  - b. Temperatures Phase Currents
  - c. Phase Voltages
  - d. Vertical, Horizontal, Axial Vibrations
  - e. Blue shaft and scribe magnetic center on the motor shaft.
  - f. Terminate test, shut down motor and drain oil from the bearings and tag appropriately.
  - g. Complete final assembly as necessary and prepare motor for shipment.

#### **K. Paint**

1. The exterior of the motor shall be properly cleaned of rust and foreign material, prime painted, and finish painted with a good grade of machinery enamel, the same color as received unless otherwise specified. Nameplates, machined surfaces, and internal parts shall be protected from paint.
2. When needed, the interiors of motor frames and parts shall be painted with an insulating paint. This includes rotors, bearing brackets, frame interiors and air deflectors.
3. Windings shall not be painted.

#### **L. Incidentals**

1. All incidental parts requiring replacement, such as bearings, coils, etc. shall be considered included in other items of bid and no additional compensation shall be allowed.

#### **1.2.2. Rewinding of Electric Motors**

When rewind is done in conjunction with a recondition or repair, many of the items below will be redundant and shall not be performed or charged for twice. The items below apply to stator only (including all labor, materials and testing necessary for work completion) and shall at a minimum include:

#### **A. Pre-Disassembly Test**

1. Using a 1000 meg-ohm meter, conduct verification for insulation integrity. Acceptable criteria is 2.0 meg-ohms or higher.
2. A 5KV meg-ohm meter shall be used to verify insulation integrity of all 4160V motors.
3. Verify that heaters are operational and other attached features such as thermocouples have continuity.
4. Pre-disassembly documentation shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as received. The Engineer shall be notified if acceptable criteria are not met.

## **B. Stripping**

1. Windings shall be removed by temperature-controlled burnout with oven temperature suppression. Burnout temperature shall not exceed 750 degrees Fahrenheit.
2. Windings shall be removed in such a fashion not to damage or distort the core iron. Upon removal of the old windings and insulation, the core shall be thoroughly cleaned and inspected for burrs, etc.
3. After the burnout procedure, the Contractor shall perform a stator core loss test to ensure the stator laminations are not heat damaged. If the stator core losses exceed four (4) watts per pound of core steel, notify the Engineer prior to proceeding forward.

## **C. Winding**

1. General: Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the Engineer. NEMA Class F insulation shall be used, unless otherwise specified. Magnet wire shall be a Quad Build, insulated wire of domestic manufacture that meets or exceeds NEMA specification MW-35A. After winding and prior to resin treatment, windings will be surge- comparison tested and the results documented.
2. The copper cross-sectional area shall be at least as large as the original winding.
3. Resin Treatment: Windings shall be double dipped with Class H varnish and baked.
4. Check all coils for overall coil shape. Perform a high frequency turn-to-turn dielectric test (surge test) in accordance with IEEE 522. Submit test results to the city. This shall be done prior to installation into the stator.

## **D. Motor Leads**

1. Motor leads that are replaced must be the same length and configuration as the original leads. Leads will be permanently tagged with non-magnetic markers. Lead lengths shall be identified by the City when a request for service is made.
2. Resistive Temperature Devices (RTD) shall be reinstalled in original locations, 100 ohm platinum, unless otherwise specified.
3. Thermistors (PTC or NTC) shall be reinstalled in accordance with manufacturer specifications in their original locations as well.
4. Where originally installed, all leads for space heaters, RTD's, and bearing temperature detectors shall be completely rewired with leads brought out to terminal box. Unless otherwise specified, winding and bearing temperature detectors shall have the same electrical characteristics as those originally installed.

## **E. Insulation**

1. Windings shall be double dipped with Class H varnish and baked. Insulation shall be tested phase-to-phase and phase-to-ground at 1000 volts dc and yield a one-minute test result of 1000 meg- ohms or better.

## **F. Final Test**

1. A 1000-volt meg-ohm meter shall be used to verify insulation continuity. This reading shall be documented. After reassembly, motors shall be test-run at full nameplate voltage and documentation of current reading and vibration readings shall be provided to the end user. (NOTE: a 5KV meg-ohm meter shall be used on all 4160V motors.) Copper DC resistance tests, phase-to-phase, on rotor winding from slip rings shall be performed. If the rewound rotor fails to pass any test, the rotor shall be rejected. The Contractor shall

rebuild and retest until all tests are approved by the City.

### **1.2.3. Machine Work**

Machine work shall apply to, but not be limited to, the drilling and tapping of broken bolts, the repairing of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repairs to impellers, covers, volutes, mounting rails, bearing journals, and pump shafts.

### **1.2.4 Emergency Repairs**

1. All emergency work shall be completed by the Contractor within forty-eight (48) hours after notification by the City and returned to the pickup location.

### **1.2.5 Documentation**

All work performed to recondition, repair and/or rewind motors shall be supplemented with reports that verify all processes to accomplish each job order. Documentation shall include, but is not limited to, the following:

1. Pre-Disassembly Testing report for all activities as described.
2. Photo documentation of existing condition prior to fulfilling each described criteria of the disassembly test.
3. Motor Disassembly report, including photo documentation before and after cleaning.
4. Motor Inspection report, including stator core loss testing results. Photo documentation of coils, windings and conductors showing any signs of excessive wear or failure.
5. Mechanical fit measurements shall be recorded as specified. Photo documentation shall be submitted for all replaced bearings, grease fittings, plugs, etc.
6. Rotor balancing report as specified.
7. Insulation report as specified above. Before and after photo documentation of the windings prior to varnishing and baking.
8. Final test report as specified.
9. Pump Reconditioning report as specified.

All testing, inspections and incidentals related to required reports shall be considered included within the bid items for said testing report and no additional compensation shall be allowed.

### **1.2.6. Warranty/Guarantee**

1. Contractor has the sole responsibility for ensuring and guaranteeing that the equipment and materials furnished or supplied meet the requirements of this specification.
2. All repair work and parts supplied shall be guaranteed for a minimum of one year from the date equipment is returned to service against defects in materials or workmanship supplied by the contractor. Any warranted failures shall be corrected at no cost to the City including transportation to and from the jobsite.

### **1.2.7. Transportation/Shipping**

1. Contractor is responsible for ensuring motors are cleaned and properly prepared for shipment. This includes the proper handling of all waste resulting from any of the processes used during the motor maintenance activities.
2. Motors shall be protected against damage during transit. All motors will be covered, and rotors blocked. Oil shall be removed from bearings before shipment. A conspicuous tag shall be attached to each oil level sight glass indicating oil must be added to the bearings. Contractor will require City Staff to sign delivery receipts acknowledging the condition. Contractor understands that failure to properly tag motors will result in

Contractor responsibility to repair or replace motors as needed.

3. Contractor shall supply all timbers, blocking and tie downs necessary to properly secure a motor during transit. Contractor shall be responsible for damages or losses during transit.

#### **1.2.8. Service Facility**

The successful contractor shall allow City of Sacramento personnel to visit their shop(s) if requested. A central service/repair phone number shall be provided to the City.

#### **1.2.9 Pricing**

1. Bidder shall include an Hourly Rate for all general and emergency repair work. The Hourly Rate schedule shall include all transportation, labor, materials, test and equipment pickup for the repair and refurbishment of electric pump motors.

#### **1.2.10 Price Escalation**

Pricing submitted with this bid shall be firm for the period of the contract. However, requests may be submitted prior to the end of each contract year (60 days in advance) to increase pricing based on industry adjustments. Adjustments shall be based on the latest yearly percentage increase in the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The annual increase or decrease in the CPI shall be the latest index published and available for the calendar year ending 12/31.

Any requested adjustment shall be fully documented. Any approved cost adjustment shall become effective on the beginning date of the approved contract extension.

#### **Reconditioning Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.1 (Recondition/Repair of Electric Motors) above.

#### **Complete Rewinding Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.2 (Rewinding of Electric Motors) above.

1. All reconditioning above
2. New windings
3. Coating/baking
4. Thermal protection installation/replacement
5. Heater & Resistive Thermal Device installation/replacement

#### **Field Support /Callout**

Field support will be required on an as-needed basis. Field support shall be defined as a qualified Service Technician meeting with representatives of the City of Sacramento at the physical site of the trouble call. The Contractor shall respond within 1 day of callout during normal business hours (7:00 AM- 4:00 PM) to troubleshoot and diagnose problems. These calls may result in repair orders as needed. All repair work shall be done at Contractor's site.



**ATTACHMENT 1 TO EXHIBIT B - PRICING STRUCTURE**

<b>SMALL MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	
Emergency/After Hours Rate	
Straight Time In-Field Rate	
Overtime In-Field Rate	
% Mark up over cost for parts & materials	

<b>LARGE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	
Emergency/After Hours Rate	
Straight Time In-Field Rate	
Overtime In-Field Rate	
% Mark up over cost for parts & materials	

<b>SUBMERSIBLE MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	
Emergency/After Hours Rate	
Straight Time In-Field Rate	
Overtime In-Field Rate	
% Mark up over cost for parts & materials	

<b>SUBMERSIBLE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	
Emergency/After Hours Rate	
Straight Time In-Field Rate	
Overtime In-Field Rate	
% Mark up over cost for parts & materials	

**ALL ABOVE LABOR AND MARK-UP RATES SHALL BE FIRM THROUGH THE FIRST YEAR OF THE AGREEMENT**

- Any unforeseen repairs that require a change to the cost of the repair estimate must be approved by the project manager prior to beginning the additional repairs.
- If the estimated repair cost exceeds 50% of the replacement cost, the Contractor must call to get authorization for the repair before proceeding.
- Any services, parts, replacements and/or repairs requested that are not specifically outlined herein will be quoted to the City using the percentage mark-up listed above.

CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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

**ATTACHMENT 1 TO EXHIBIT B - PRICING STRUCTURE**

**NOTE - THESE HOURLY RATES ONLY APPLY TO THE FIRST YEAR OF THE AGREEMENT FOR SERVICES.** (RLB)

<b>SMALL MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	\$ 110.00
Emergency/After Hours Rate	220.00
Straight Time In-Field Rate	130.00
Overtime In-Field Rate	195.00
% Mark up over cost for parts & materials	15%

<b>LARGE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	\$ 110.00
Emergency/After Hours Rate	220.00
Straight Time In-Field Rate	130.00
Overtime In-Field Rate	195.00
% Mark up over cost for parts & materials	15%

<b>SUBMERSIBLE MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	\$ 110.00
Emergency/After Hours Rate	220.00
Straight Time In-Field Rate	130.00
Overtime In-Field Rate	195.00
% Mark up over cost for parts & materials	15%

<b>SUBMERSIBLE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	\$ 110.00
Emergency/After Hours Rate	220.00
Straight Time In-Field Rate	130.00
Overtime In-Field Rate	195.00
% Mark up over cost for parts & materials	15%

**ALL ABOVE LABOR AND MARK-UP RATES SHALL BE FIRM THROUGH THE FIRST YEAR OF THE AGREEMENT**

- Any unforeseen repairs that require a change to the cost of the repair estimate must be approved by the project manager prior to beginning the additional repairs.
- If the estimated repair cost exceeds 50% of the replacement cost, the Contractor must call to get authorization for the repair before proceeding.
- Any services, parts, replacements and/or repairs requested that are not specifically outlined herein will be quoted to the City using the percentage mark-up listed above.

CONTACT PERSON: ROGER BECK E-MAIL: rbeck@dahlbeckelectric.com

PHONE: 510-237-2325 FAX: 510-237-0608

SIGNATURE:  DATE: OCT. 14, 2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

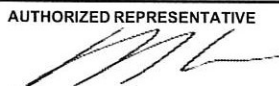
<b>PRODUCER</b> (SM) Heffernan Insurance Brokers 1820 Gateway Drive, Suite 330 San Mateo CA 94404	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 925-934-8500      FAX (A/C, No): 925-934-8278 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Dahl-Beck Electric, Co.* 2775 Goodrick Ave Richmond, CA 94801	License#: 0564249 <b>INSURER A :</b> Travelers Property Casualty Company of America      25674 DAHLELE-01	<b>INSURER B :</b> The Travelers Indemnity Company of Connecticut      25682
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1645798382      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Y-630-8466L444-TIL-24	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-6N915409-24-14-G	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		EX-4N046505-24-14	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-2X720324-24-14-G	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: As Per Contract Or Agreement On File With The Insured. The City, its officials, employees and volunteers are included as an additional insured (primary and non-contributory) including completed operations on the General Liability policy and included as an additional insured (primary and non-contributory) on the Automobile Liability policy per the attached endorsements, if required. The Umbrella Liability follows the General Liability and Automobile Liability for additional insured and primary & non-contributory coverages as per the attached policy forms, if required.

<b>CERTIFICATE HOLDER</b>  City of Sacramento c/o Exigis LLC PO Box 947 Murrieta, CA 92564	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:



## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- 1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2.** The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### 4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### B. General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.



**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Roger W. Beck  
Roger W. Beck (Oct 24, 2024 07:06 PDT)

Title: President

**Additional Signature (if required):**

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title:



CONTRACT #: **PRC003262**  
CONTRACT NAME: **On-Call Electric Motor Repair Parts & Service**  
CONTRACT PROJECT #: NA  
DEPARTMENT: Utilities  
DIVISION: Engineering & Water Resources

CITY OF SACRAMENTO

## GOODS AND NONPROFESSIONAL SERVICES AGREEMENT

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Koffler Electrical Mechanical Apparatus Repair, Inc.*  
527 Whitney Street San Leandro, California 94577  
(510) 567-0630 / [ren@koffler.com](mailto:ren@koffler.com)

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A - Technical Specifications  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Goods and Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the goods, materials, equipment or supplies (“Goods”) and the non-professional services (“Services”) described in Exhibit A (referred to collectively as “Goods and Services”).

Contractor will not be compensated for goods, materials, equipment, supplies, or non-professional services outside the scope of Exhibit A (“Additional Goods and Services”) unless, before providing Additional Goods and Services: (a) Contractor notifies City and City agrees that

the Additional Goods and Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Goods and Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Goods and Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Goods and Services" includes both Goods and Services and Additional Goods and Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

*Access to City facilities will be provided, as needed.*

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

**EXHIBIT A**  
**TECHNICAL SPECIFICATIONS**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Ray Wilderman, Superintendent*  
*Department of Utilities*  
*1395 35<sup>th</sup> Avenue, Sacramento, CA 95822*  
*Phone: (916) 808-8067/E-mail: [rwilderman@cityofsacramento.org](mailto:rwilderman@cityofsacramento.org)*

The CONTRACTOR Representative for this Agreement is:

*Ren Anderson / Vice President & Chief Financial Officer*  
*Koffler Electrical Mechanical Apparatus Repair, Inc.*  
*527 Whitney Street San Leandro, California 94577*  
*(510) 567-0630 / [ren@koffler.com](mailto:ren@koffler.com)*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Goods and Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Quantities.** The quantities stated in Attachment 1 to this Exhibit A or Exhibit B are only estimates of the City's requirements. Contractor shall furnish Goods and Services at the prices quoted, in accordance with the City's available funds and actual needs as they occur throughout the term of this Contract.

The City is not required to purchase all of the Goods and Services listed, or to expend all available funding reflected in Exhibits A or B.

**4. Time of Performance.** The Goods and Services described in this Contract shall be provided for **One Year. The City may extend this Contract for up to Four (4) additional one-year terms, for a maximum five-year term.** Contractor shall provide the Goods and Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**5. Delivery and Inspection.**

A. Delivery. Unless otherwise stated by the City in writing, delivery of Goods shall be made to the City address set forth in Exhibit A. All shipments are Free on Board (F.O.B.) destination with freight prepaid unless otherwise stated.

Contractor assumes full responsibility for all transportation scheduling and costs, including costs for containers, packing, handling, and insurance. The City reserves the right to request and receive a copy of the freight bill of lading on all purchases shipped F.O.B. prepaid and added.

Time is of the essence in the delivery. If delivery cannot be made as specified in Exhibit A or as otherwise stated by the City, Contractor shall notify the City immediately to request instructions on how to proceed and shall not make delivery before receipt of instructions. Periods of performance may be extended if, in the sole judgment of the City, the cause of delay justifies an extension.

- B. Inspections: Goods will be inspected at the destination before acceptance by an authorized representative of the City for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this Contract. The Goods shall be delivered to City free of any liens or encumbrances.

Notwithstanding the requirements for any City inspection and testing at the destination and except where specialized inspections or testing are specified for performance solely by the City, Contractor shall perform or have performed the inspections or tests required to substantiate that all Goods provided under the Contract conform to the drawings, specifications, and other Contract requirements, including, if applicable, the technical requirements for the manufacturer's part number(s) specified.

- C. Deficiencies: If deficiencies in the Goods are discovered, Contractor shall correct and redeliver the Goods for re-inspection and acceptance. The period for payment and/or commencement of discount period (if applicable) does not begin until corrective action is complete. The cost of storing rejected Goods and the cost for shipping rejected Goods back to the Contractor or point of origin shall be paid by Contractor.
- D. Inspection of Facilities: If requested by the City, Contractor shall provide the City with an inspection tour of Contractor's facilities where any Goods will be designed, manufactured, or assembled by Contractor.

- 6. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Goods remains with the Contractor until the Goods are delivered to, inspected, and accepted by the City, except when the loss or damage is due to the sole negligence of the City.



## EXHIBIT B

### PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Goods and Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ **3,000,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Price Adjustments for Goods.** Unless otherwise stated, prices are maximum for the term of the Contract. Price adjustments, if allowed under this Contract, must be requested in writing and accompanied by the required information to substantiate the request for price adjustment, as set forth in the Contract. Any allowable request for price adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices. If any price increase is granted by the City, the increase shall not be greater than 3% from the prior year.
6. **Purchase Orders.** Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.
7. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)

(2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608

C. All invoices submitted by CONTRACTOR must contain the following information:

- (1) Job/Project Name
- (2) CITY's current Purchase Order Number
- (3) Contractor's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) Contractor's remit address
- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**8. Additional Goods and Services.** Additional Goods and Services shall be provided only when a Supplemental Contract authorizing the Additional Goods and Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**9. Billing Disputes.** The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

**10. Accounting Records of Contractor.** During performance of this Contract and for a period of three

years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

11. **Sales Tax Requirements.** The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.
  
12. **Use Tax Requirements.** On out-of-state purchases, Contractor shall list its Use Tax Permit Number (if applicable) on the invoice, which authorizes Contractor to charge and collect California Sales Tax. The Purchase Order will include sales tax, if applicable to the purchase, regardless of whether an out-of-state Contractor collects California State sales tax or not. The City shall pay Use Tax directly to the California Department of Tax and Fee Administration ("CDTFA") if the out-of-state Contractor is not required to collect California Sales Tax. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of tangible personal property used to perform the Contract and shipped from outside California, Contractor and any subcontractor(s) leasing or purchasing such tangible personal property shall obtain a Use Tax Direct Payment Permit from the CDTFA in accordance with the applicable CDTFA criteria and requirements.
  
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the CDTFA and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the CDTFA and shall provide a copy of each remittance to the City.
  
  - C. The above provisions apply in all instances unless prohibited by the funding source for the Contract.
  
13. **Excise Tax Requirements.** The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.
  
14. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.
  
15. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

- \_\_\_\_\_ Construction work in an amount exceeding \$25,000;
- \_\_\_\_\_ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- \_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

**If any of the lines is checked above**, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor 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 that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, 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.

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 and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

  X   Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 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.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

       No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a



vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 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.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.

B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. 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.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of



such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against 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 or services performed under this Contract, including, any fees and 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 Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to 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 this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (1) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

**27. Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

**1. SCOPE OF SERVICES**

**1.1 Scope of Services**

The City of Sacramento seeks a firm that will provide the following services:

On-call contractors who can perform motor repairs and services, including emergency repairs, at the request of the DOU Staff, which shall identify specific tasks, deliverables, and deadlines on an as-needed basis. These repairs may include, but are not limited to, Rotor Inspection/ Test/ Repair, Stator Inspection/ Test/ Repair, Stator Rewinding, or Mechanical Inspection/ Reconditioning.

All work shall be in accordance with the Electrical Apparatus Service Association’s (EASA) Recommended Practice, AR100-2015 latest edition and the National Electrical Manufacturers Association (NEMA) standards for service and repair of electrical apparatus. Work shall be in conformance with standards set by, but not limited to, the following organizations:

1. Underwriters Laboratories (UL)
  - a. Underwriters Laboratories – Certified motors shall be recertified after repair.
  - b. Contractor’s shop or his sub-contractor’s shop shall be UL-certified to rebuild explosion-proof electric motors for use in hazardous environments.
2. American National Standards Institute (ANSI)
3. American Society for Testing and Materials (ASTM)
4. National Electrical Code (NEC)
5. National Fire Protection Agency (NFPA)
6. National Electrical Manufacturers Association (NEMA)

**Qualifications**

1. The City prefers that the Contractor be EASA Accredited, but it is not mandatory. The Contractor will provide a copy of the certification upon request by the City.
2. The City prefers that the Contractor or Contractor’s sub-contractor be certified as an “Explosion-Proof, UL Facility.” The Contractor will provide a copy of the certification upon request by the City.
3. Contractor shall be responsible for obtaining all O.E.M. technical documents, drawings, and parts when necessary.
4. Contractor shall have all engineering, design, metalizing, welding, heat treating, machining, balancing, calibrating, and testing capabilities necessary to completely refurbish/rewind electric motors.
  - a. Equipment used for inspecting, calibrating, and testing pumps and motors shall be up-to-date and have calibration certificates, less than one year old, traceable to NIST standards where applicable.

**Sample Motor List**

<b>SAMPLE LIST OF MOTORS FOR REFERENCE – NOT ALL INCLUSIVE</b>			
Make/Model	HP	Voltage	Frame
Limitorque, 1YAB06837A2	5.1	230/460	184TR1
GE, 5K6257XH663A	30	230/460	B324TP12
GE, 5K6237XH90A	25	230/460	B284TP12
Fairbanks Morse, B2317	50	220/440	ZG2485P
GE, 5K6247XH541A	20	230/460	B324TP12
GE, K6333XC3A	150	440	6333P
Westinghouse	800	4160	GF-39C
Westinghouse 5V2699	400	4160	681-P



### **1.1.1 Recondition/Repair of Electric Motors**

Reconditioning/repair of electric motors shall include the testing, disassembling, inspection, cleaning, dipping, baking of windings, replacement of bearings, replacing brushes, turning slip-rings, dynamically balancing all rotating elements, assembly, testing and painting at a minimum and include the following:

#### **A. Pre-Disassembly Test**

1. Using a 1000V meg-ohm meter, conduct verification of insulation integrity. Record the insulation resistance of the motor as brought in from the city. Acceptable criteria is 5 meg-ohms or higher.
2. Verify that heaters are operational and that other attached features, such as thermocouples, Resistive Thermal Devices (RTD), have continuity.
3. Single-phase test to check for open rotors. (After disassembly, rotors will be inspected for evidence of damaged, cracked, or open circuit bars or end rings. If there is evidence of faults, the rotor will be growl-tested.) The detection of any defect during testing shall be reported promptly to the Engineer or designee.
4. Documentation covered under this section shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as received. The Engineer shall be notified if acceptable criteria are not met.

#### **B. Motor Disassembly**

1. Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
2. Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.

#### **C. Motor Inspection**

1. Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.
2. All stators windings/coils shall be surge- tested with an electronic surge tester specifically designed to apply a surge voltage stress test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in winding under test. Testing shall be per EASA, IEEE 62.2, 112 and 7.2.3 standards. Infrared imaging shall be provided pre and post-test.
3. Air gap shall be measured and recorded at the 12, 3, 6 and 9 o'clock positions at both ends of the motor.
4. The motor shall be dismantled and inspected for defective components. Care should be taken during the disassembly to ensure components are marked for identification and orientation for reinstallation.
5. If the motor is in poor condition and cannot be repaired, reconditioned, or made as new, the Contractor shall notify the Engineer or their designee immediately.

#### **D. Exciter/Slip Ring Inspection & Repair**

1. Contractor shall inspect commutator for color and condition. It shall be clean, smooth, and have a polished brown color on brush contact races and show no signs of overheating. Any roughness shall be removed by sand papering or stoning. No emery cloth or emery stone is to be used.
2. Contractor shall advise the City if the commutator is found excessively rough.
3. Contractor shall inspect slip rings for uneven wear brush imprint, excessive arcing, and true concentric shape. Slip rings shall have a clean, smooth, and polished surface underbrush contact race. If this condition is not achievable, replacement of slip rings shall be required.

4. Contractor shall remove any black spots on slip rings by rubbing lightly with fine sandpaper.
5. Contractor shall clean and inspect all brush riggings, mounting points, measure and record insulation values and advise the City of any defects.
6. If the commutator requires repair, the commutator shall be turned down on a lathe to a true concentric shape, and mica undercut to accommodate the "turn down."

#### **E. Mechanical Fit**

1. Measure the bearing bores, shells, housings, and shaft journals using a micrometer. Shaft fits and housing fits shall comply with AR100-2015. Machine work shall be approved by the Engineer before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by metalizing and machining or boring and sleeving. Documentation of before and after measurements shall be made.
2. Replace bearings per manufacturer's specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Engineer. Bearings shall be properly lubricated and bearing oil reservoirs shall be drained for shipping and installation. If Contractor is tasked with installation, Contractor shall be responsible for filling the bearing oil reservoir upon installation. All equipment shall be tagged with information as to whether bearing oil reservoirs were filled and what type of lubricant was used.
3. No knurling, peening or adhesives will be used as a means of retaining bearings to the shaft or in the bearing bracket.
4. Sleeve bearings shall be reused when possible. Clearance shall be maintained at a maximum of 0.002" for the first inch of shaft diameter plus 0.001" of additional inch of shaft diameter.
5. Sleeve bearing work is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City. ASTM B23 alloy 2 or 3 shall be used for any rabbiting work required. Sleeve bearing work shall be quoted based on paragraph 2.7 of this Specification.
6. Sleeve bearings shall have a minimum of 80% journal surface contact in a strip approximately one inch wide in the bottom half of the bearing.
7. Final "As-Left" bearing clearance data shall be taken and recorded.
8. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.
9. Motor frames shall be degreased, cleaned, and painted with a quality coating system suitable for the motor application (primer and finish coat) from Carboline, Sherwin Williams or other manufacturer approved by the City.

#### **F. Rotor Balancing**

1. The rotor and shaft shall be visually inspected for physical damage or signs of abnormal operation.
2. A printout tape from the balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the recondition/repair/rewind documents when the motor is delivered.
3. A core loss test shall be performed on the rotor. Results shall be recorded in the test report.
4. Thoroughly clean and dry the rotor and shaft.
5. Inspect the rotor laminations and verify they are firm and secure on the shaft. Dress any minor rubs or burrs.
6. Inspect the rotor bars for signs of fatigue or cracking, especially at the end ring connections. NDE methods may be requested if questionable indications are found.
7. Inspect end rings for signs of overheating, arcing, or burning.
8. Inspect the shaft and coupling fits. Verify proper tolerances of the key/keyway.
9. Measure and record the shaft runout and inspect the bearing journals and seal areas for signs of overheating or scoring. Shaft metalizing, machining, straightening, or replacement is deemed outside the

scope of this maintenance activity and shall not be completed without prior approval from the City.

10. Dynamically balance the rotor to a vibration level of 0.5 mils.

#### **G. Stator Rewinding**

1. All rewinding shall include complete reconditioning. Reconditioning is defined as replacement of bearings, seals, O-rings, oil and labor.
2. All re-winding to include thermal protection installation/replacement (if necessary).
3. Old windings shall be removed in a manner which prevents warping or cracking of the frame and deterioration of the core laminations or its magnetic qualities.
4. Stator slots and core laminations shall be cleaned, inspected, and dressed as necessary.
5. A stator core loss test shall be performed following winding removal and stator inspection.
6. Core damage that requires iron replacement or total restacking is deemed outside the scope of this maintenance activity and shall not be completed without prior approval from the City.
7. Rewind material specifications shall meet or exceed the existing windings with regard to the number and size of conductors and insulating capabilities (electrical and thermal). Materials shall be upgraded when physically possible.
8. A test coil shall be VPI treated with the stator. The coil shall be destructively examined to ensure full penetration of resin. Repeat VPI treatment as necessary to provide complete resin penetration.
9. The stator and test coil shall be dipped and baked a minimum of two times. The test coil is to be returned with the motor.
10. Following rewind, hi-pot at  $1.7(2E + 1000)$  volts DC

#### **H. Motor Leads**

1. Motor leads shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered.

#### **I. Insulation**

1. Windings shall be double dipped with Class H varnish and baked.
2. Machine-finished surfaces bore of the stator lamination and periphery of the rotor laminations shall be cleaned of all varnish and foreign materials. Photo documentation of this process shall be made prior to and after lamination.

#### **J. Final Assembly Inspection/Test**

1. Prior to assembly, machined surfaces shall be cleaned and polished and all threaded holes shall be cleaned and tapped.
2. Motor shall be reassembled with new nuts, bolts, and gaskets as necessary. Nuts and bolts shall be USA manufactured Grade 5 or better.
3. Bearings shall be properly positioned on the shaft.
4. Rotor to armature position on horizontal motors will be such that end thrust against either bearing is eliminated. Sleeve bearing end play shall be approximately  $1/8''$  per inch of shaft journal diameter. Rolling element supplied machines shall have sufficient end play to allow for shaft expansion caused by temperature rise.
5. Vertical machines shall have thrust bearings set per the manufacturer's specification.
6. Rolling element bearings shall be properly lubricated in accordance with manufacturer's recommendations

and grease fittings removed and holes plugged.

7. Sleeve bearings shall be properly lubricated in accordance with manufacturer's recommendations and oil ring freedom of movement verified.
8. Rotors shall be checked for freedom of rotation.
9. Perform and record the results of a low resistance phase test for each phase.
10. Perform and record the results of an insulation resistance test to ground for all windings. A polarization index shall be calculated and recorded for all medium voltage motors. Voltage test levels shall be consistent with the opening voltage of the motor being tested.
11. If previous test results are acceptable, the motor shall be energized at rated voltage and run for a period of one hour or until sleeve bearing temperatures have stabilized for a minimum of 15 minutes. Notify City representative of bearing temperatures above 160 degrees Fahrenheit.
12. During the test operation the following data is to be recorded at no longer than fifteen-minute intervals.
  - a. Bearing Temperatures Stator
  - b. Temperatures Phase Currents
  - c. Phase Voltages
  - d. Vertical, Horizontal, Axial Vibrations
  - e. Blue shaft and scribe magnetic center on the motor shaft.
  - f. Terminate test, shut down motor and drain oil from the bearings and tag appropriately.
  - g. Complete final assembly as necessary and prepare motor for shipment.

#### **K. Paint**

1. The exterior of the motor shall be properly cleaned of rust and foreign material, prime painted, and finish painted with a good grade of machinery enamel, the same color as received unless otherwise specified. Nameplates, machined surfaces, and internal parts shall be protected from paint.
2. When needed, the interiors of motor frames and parts shall be painted with an insulating paint. This includes rotors, bearing brackets, frame interiors and air deflectors.
3. Windings shall not be painted.

#### **L. Incidentals**

1. All incidental parts requiring replacement, such as bearings, coils, etc. shall be considered included in other items of bid and no additional compensation shall be allowed.

#### **1.2.2. Rewinding of Electric Motors**

When rewind is done in conjunction with a recondition or repair, many of the items below will be redundant and shall not be performed or charged for twice. The items below apply to stator only (including all labor, materials and testing necessary for work completion) and shall at a minimum include:

#### **A. Pre-Disassembly Test**

1. Using a 1000 meg-ohm meter, conduct verification for insulation integrity. Acceptable criteria is 2.0 meg-ohms or higher.
2. A 5KV meg-ohm meter shall be used to verify insulation integrity of all 4160V motors.
3. Verify that heaters are operational and other attached features such as thermocouples have continuity.
4. Pre-disassembly documentation shall include the condition of mechanical fits (i.e., shaft run out), cracked, broken or missing parts, test run at full voltage, current readings, meg reading, and surge comparison test as received. The Engineer shall be notified if acceptable criteria are not met.

## **B. Stripping**

1. Windings shall be removed by temperature-controlled burnout with oven temperature suppression. Burnout temperature shall not exceed 750 degrees Fahrenheit.
2. Windings shall be removed in such a fashion not to damage or distort the core iron. Upon removal of the old windings and insulation, the core shall be thoroughly cleaned and inspected for burrs, etc.
3. After the burnout procedure, the Contractor shall perform a stator core loss test to ensure the stator laminations are not heat damaged. If the stator core losses exceed four (4) watts per pound of core steel, notify the Engineer prior to proceeding forward.

## **C. Winding**

1. General: Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the Engineer. NEMA Class F insulation shall be used, unless otherwise specified. Magnet wire shall be a Quad Build, insulated wire of domestic manufacture that meets or exceeds NEMA specification MW-35A. After winding and prior to resin treatment, windings will be surge- comparison tested and the results documented.
2. The copper cross-sectional area shall be at least as large as the original winding.
3. Resin Treatment: Windings shall be double dipped with Class H varnish and baked.
4. Check all coils for overall coil shape. Perform a high frequency turn-to-turn dielectric test (surge test) in accordance with IEEE 522. Submit test results to the city. This shall be done prior to installation into the stator.

## **D. Motor Leads**

1. Motor leads that are replaced must be the same length and configuration as the original leads. Leads will be permanently tagged with non-magnetic markers. Lead lengths shall be identified by the City when a request for service is made.
2. Resistive Temperature Devices (RTD) shall be reinstalled in original locations, 100 ohm platinum, unless otherwise specified.
3. Thermistors (PTC or NTC) shall be reinstalled in accordance with manufacturer specifications in their original locations as well.
4. Where originally installed, all leads for space heaters, RTD's, and bearing temperature detectors shall be completely rewired with leads brought out to terminal box. Unless otherwise specified, winding and bearing temperature detectors shall have the same electrical characteristics as those originally installed.

## **E. Insulation**

1. Windings shall be double dipped with Class H varnish and baked. Insulation shall be tested phase-to-phase and phase-to-ground at 1000 volts dc and yield a one-minute test result of 1000 meg- ohms or better.

## **F. Final Test**

1. A 1000-volt meg-ohm meter shall be used to verify insulation continuity. This reading shall be documented. After reassembly, motors shall be test-run at full nameplate voltage and documentation of current reading and vibration readings shall be provided to the end user. (NOTE: a 5KV meg-ohm meter shall be used on all 4160V motors.) Copper DC resistance tests, phase-to-phase, on rotor winding from slip rings shall be performed. If the rewound rotor fails to pass any test, the rotor shall be rejected. The Contractor shall

rebuild and retest until all tests are approved by the City.

### **1.2.3. Machine Work**

Machine work shall apply to, but not be limited to, the drilling and tapping of broken bolts, the repairing of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repairs to impellers, covers, volutes, mounting rails, bearing journals, and pump shafts.

### **1.2.4 Emergency Repairs**

1. All emergency work shall be completed by the Contractor within forty-eight (48) hours after notification by the City and returned to the pickup location.

### **1.2.5 Documentation**

All work performed to recondition, repair and/or rewind motors shall be supplemented with reports that verify all processes to accomplish each job order. Documentation shall include, but is not limited to, the following:

1. Pre-Disassembly Testing report for all activities as described.
2. Photo documentation of existing condition prior to fulfilling each described criteria of the disassembly test.
3. Motor Disassembly report, including photo documentation before and after cleaning.
4. Motor Inspection report, including stator core loss testing results. Photo documentation of coils, windings and conductors showing any signs of excessive wear or failure.
5. Mechanical fit measurements shall be recorded as specified. Photo documentation shall be submitted for all replaced bearings, grease fittings, plugs, etc.
6. Rotor balancing report as specified.
7. Insulation report as specified above. Before and after photo documentation of the windings prior to varnishing and baking.
8. Final test report as specified.
9. Pump Reconditioning report as specified.

All testing, inspections and incidentals related to required reports shall be considered included within the bid items for said testing report and no additional compensation shall be allowed.

### **1.2.6. Warranty/Guarantee**

1. Contractor has the sole responsibility for ensuring and guaranteeing that the equipment and materials furnished or supplied meet the requirements of this specification.
2. All repair work and parts supplied shall be guaranteed for a minimum of one year from the date equipment is returned to service against defects in materials or workmanship supplied by the contractor. Any warranted failures shall be corrected at no cost to the City including transportation to and from the jobsite.

### **1.2.7. Transportation/Shipping**

1. Contractor is responsible for ensuring motors are cleaned and properly prepared for shipment. This includes the proper handling of all waste resulting from any of the processes used during the motor maintenance activities.
2. Motors shall be protected against damage during transit. All motors will be covered, and rotors blocked. Oil shall be removed from bearings before shipment. A conspicuous tag shall be attached to each oil level sight glass indicating oil must be added to the bearings. Contractor will require City Staff to sign delivery receipts acknowledging the condition. Contractor understands that failure to properly tag motors will result in



- Contractor responsibility to repair or replace motors as needed.
3. Contractor shall supply all timbers, blocking and tie downs necessary to properly secure a motor during transit. Contractor shall be responsible for damages or losses during transit.

#### **1.2.8. Service Facility**

The successful contractor shall allow City of Sacramento personnel to visit their shop(s) if requested. A central service/repair phone number shall be provided to the City.

#### **1.2.9 Pricing**

1. Bidder shall include an Hourly Rate for all general and emergency repair work. The Hourly Rate schedule shall include all transportation, labor, materials, test and equipment pickup for the repair and refurbishment of electric pump motors.

#### **1.2.10 Price Escalation**

Pricing submitted with this bid shall be firm for the period of the contract. However, requests may be submitted prior to the end of each contract year (60 days in advance) to increase pricing based on industry adjustments. Adjustments shall be based on the latest yearly percentage increase in the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The annual increase or decrease in the CPI shall be the latest index published and available for the calendar year ending 12/31.

Any requested adjustment shall be fully documented. Any approved cost adjustment shall become effective on the beginning date of the approved contract extension.

#### **Reconditioning Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.1 (Recondition/Repair of Electric Motors) above.

#### **Complete Rewinding Prices Shall Include:**

Pricing shall include all tasks as outlined in Section 1.2.2 (Rewinding of Electric Motors) above.

1. All reconditioning above
2. New windings
3. Coating/baking
4. Thermal protection installation/replacement
5. Heater & Resistive Thermal Device installation/replacement

#### **Field Support /Callout**

Field support will be required on an as-needed basis. Field support shall be defined as a qualified Service Technician meeting with representatives of the City of Sacramento at the physical site of the trouble call. The Contractor shall respond within 1 day of callout during normal business hours (7:00 AM- 4:00 PM) to troubleshoot and diagnose problems. These calls may result in repair orders as needed. All repair work shall be done at Contractor's site.

**ATTACHMENT 1 TO EXHIBIT B - PRICING STRUCTURE**

<b>SMALL MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	170.00
Emergency/After Hours Rate	234.00
Straight Time In-Field Rate	265.00
Overtime In-Field Rate	345.00
% Mark up over cost for parts & materials	20%

<b>LARGE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	170.00
Emergency/After Hours Rate	234.00
Straight Time In-Field Rate	265.00
Overtime In-Field Rate	345.00
% Mark up over cost for parts & materials	20%

<b>SUBMERSIBLE MOTORS (25 hp and smaller)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	170.00
Emergency/After Hours Rate	234.00
Straight Time In-Field Rate	265.00
Overtime In-Field Rate	345.00
% Mark up over cost for parts & materials	20%

<b>SUBMERSIBLE MOTORS (Over 25 hp in size)</b>	
LABOR TYPE	HOURLY RATE
Standard Shop Rate	170.00
Emergency/After Hours Rate	234.00
Straight Time In-Field Rate	265.00
Overtime In-Field Rate	345.00
% Mark up over cost for parts & materials	20%

**ALL ABOVE LABOR AND MARK-UP RATES SHALL BE FIRM THROUGH THE FIRST YEAR OF THE AGREEMENT**

- Any unforeseen repairs that require a change to the cost of the repair estimate must be approved by the project manager prior to beginning the additional repairs.
- If the estimated repair cost exceeds 50% of the replacement cost, the Contractor must call to get authorization for the repair before proceeding.
- Any services, parts, replacements and/or repairs requested that are not specifically outlined herein will be quoted to the City using the percentage mark-up listed above.

CONTACT PERSON: Ren Anderson \_\_\_\_\_ E-MAIL: ren@koffler.com \_\_\_\_\_

PHONE: 510-567-0630 \_\_\_\_\_ FAX: 510-567-0636 \_\_\_\_\_

SIGNATURE: Ren Anderson  \_\_\_\_\_ DATE: 10-22-24 \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Centurion Insurance Agency 5776 Stoneridge Mall Rd Suite 120 Pleasanton CA 94588	<b>CONTACT NAME:</b> Benita Mahler-Hiner <b>PHONE (A/C No. Ext):</b> (925) 828-3700 <b>FAX (A/C No.):</b> (925) 828-6507 <b>E-MAIL ADDRESS:</b> bhiner@centurioninsurance.net													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Ins. Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B: Everest National Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER D: Peleus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Ins. Co.	19682	INSURER B: Everest National Insurance Company		INSURER C: Hartford Casualty Insurance Co	29424	INSURER D: Peleus Insurance Company		INSURER E:		INSURER F:
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INSURER C: Hartford Casualty Insurance Co	29424													
INSURER D: Peleus Insurance Company														
INSURER E:														
INSURER F:														
<b>INSURED</b> Koffler Electrical Mechanical Apparatus Repair, Inc. DBA: KEMAR 527 Whitney Street San Leandro CA 94577														

**COVERAGES**

CERTIFICATE NUMBER: 24-25 GL, AU, EX, PROF

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		57CESOF8788	4/10/2024	4/10/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CF2CA00106-241	4/10/2024	4/10/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			57XSON2280	04/10/2024	04/10/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							\$	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D	Contractors Professional Liab. Claims-Made - \$20K Ded./Claim			121CTR0188285-03	4/10/2024	4/10/2025	Each Claim	\$2,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Sacramento, its officials, employees and volunteers are named as additional insured's per attached forms CG2037 12/19 & CG2010 12/19.

**CERTIFICATE HOLDER**

support@riskworks.zendesk.com

City of Sacramento  
 c/o EXIGIS Risk Management Services  
 PO BOX 947  
 Murrieta, CA 92564

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Mahler-Hiner/BMH

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ACORD 25 (2014/01)

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INS025 (201401)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF SACRAMENTO C/O EXIGIS RISK MANAGEMENT SERVICES	PO BOX 4668 ECM #35050 NEW YORK, NY 10163-4668
CITY OF MILPITAS PURCHASING DIVISION	455 E CALAVERAS BLVD MILPITAS, CA 95035-5411
455 E CALAVERAS BLVD MILPITAS, CA 95035-5411	6226 W SAHARA AVE LAS VEGAS, NV 89146
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF SACRAMENTO C/O EXIGIS RISK MANAGEMENT SERVICES	PO BOX 4668 ECM #35050 NEW YORK, NY 10163-4668
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: McGriff Insurance Services LLC
INSURED: Koffler Electrical Mechanical Apparatus Repair Inc
CONTACT NAME: Zi Renner
PHONE: 925 598-2028
E-MAIL ADDRESS: zi.renner@mcgriff.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is subject to policy limits, conditions and exclusions.
Waiver of Subrogation is included with respect to Workers Compensation as required by written contract.

CERTIFICATE HOLDER: City of Sacramento, c/o EXIGIS Risk Management Services
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

This page has been left blank intentionally.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

#### Blanket Waiver

<b>Person/Organization</b>	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
----------------------------	---

<b>Job Description</b>	<b>Waiver Premium (prior to adjustments)</b>
All CA Operations	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2024

Policy No.: KOWC524098

Endorsement No.:

Insured: Koffler Electrical Mechanical Apparatus

Premium \$

Insurance Company:

Countersigned by \_\_\_\_\_

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# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Koffler Electrical Mechanical Apparatus Repair, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                    <input type="checkbox"/> C corporation                    <input checked="" type="checkbox"/> S corporation                    <input type="checkbox"/> Partnership                    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____  <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>NA</u></p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>527 Whitney Street</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>San Leandro, CA 94577</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
9	4	-	3	1	9	8	9	2	9

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <u>7-1-24</u>
------------------	--------------------------	--------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# 2024 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

**Withholding Agent Information**

Name

**Payee Information**

Name

Koffler Electrical Mechanical Apparatus Repair, Inc.

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.  
94-3198929

Address (apt./ste., room)

527 Whitney Street

City (If you have a foreign address, see instructions.)

San Leandro

State	ZIP code
CA	94577

**Exemption Reason**

**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

**Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

**Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to [ftb.ca.gov/privacy](http://ftb.ca.gov/privacy) to learn about our privacy policy statement, or go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Ren Anderson, CFO Telephone (510) 567-0630

Payee's signature  Date 1-3-24



**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *Renard Anderson*  
Renard Anderson (Oct 24, 2024 16:29 PDT)

Title: VP, CFO

**Additional Signature (if required):**

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title: