REQUEST FOR PROPOSAL
TOWN OF MORAGA
ELECTRICAL SERVICES

The Town of Moraga is seeking proposals for electrical services on an as needed basis or an emergency “on-call basis” for an annual contract amount not to exceed $50,000. This is a three year contact with a fourth and fifth year option, at the Town’s discretion. All bids must be received sealed and on time at 329 Rheem Blvd, 2nd floor Public Works/Engineering Department by Monday, January 27, 2014 at 2:00 p.m.

Introduction

1.1) Proposed Solicitation

The Town of Moraga, hereinafter referred to as the “Town,” is soliciting proposals for Electrical Services for all Town buildings, departments, facilities and sites. Town-owned facilities include Town Hall (329 Rheem Blvd), Corp Yard/Community Room (331 Rheem Blvd), Hacienda de las Flores Community Center: Hacienda, La Sala, Pavilion, and Casitas buildings (2100 Donald Dr), Moraga Library (1500 St. Mary’s Rd), Moraga Commons Park (1149 Moraga Rd), and Rancho Laguna Park (2101 Camino Pablo). Qualified firms, hereinafter referred to as “Vendors,” which meet the requirements set forth in this Request for Proposal are encouraged to participate. The scope of services required to assist the Town are; renovations, remodels, and maintenance of existing facilities. It will also include, but not be limited to the following: power, distribution, lighting, conduit, panels, equipment connections and low voltage (also see Section 7 “Specifications” of this RFP for minimum required services). Examples of upcoming electrical projects may be as large as replacing the main power at the Hacienda de las Flores community building (new 400 amp, single phase 120/240 volt, NEMA 3R free standing main switchboard) and as minor as replacing parking bollard lighting, installing new receptacles in Town facilities, or wire tracing.

Instructions

2.1) Purpose

The purpose of this Request for Proposal (RFP) is to provide interested Vendors the necessary information for preparing proposals for Electrical Services that will meet the Town’s specific needs. The purpose of the RFP is to award a contract that will guarantee response time and rates for the Town. The contract will not guarantee a certain amount of hours or annual sum paid. It is the intent of the Town to establish a contract that will extend through calendar years 2014, 2015, and 2016 with an option to extend through calendar years 2017 and 2018. Either party can cancel the contract within 30 days of written notice, in accordance with the Town’s on-call contract provisions. (See Attached Sample Contract, Appendix E).
2.2) Proposed Submission

All proposals shall be delivered, sealed, via US Mail, in person, or express courier to the attention of:

Kyle Salvin, Maintenance Team Leader  
Town of Moraga, Public Works Department  
329 Rheem Boulevard, 2nd Floor  
Moraga, CA 94556

The Town shall receive proposals no later than 2:00 p.m. on Monday, January 27, 2014. Submissions after this deadline will not be accepted. PROPOSALS WILL NOT BE ACCEPTED BY FACSIMILE OR ELECTRONIC MAIL.

Vendors must submit an Intent to Submit a Proposal by Thursday, January 16, 2014 in order to view questions and answers via e-mail to Kyle Salvin, Maintenance Team Leader, at Publicservices@moraga.ca.us.

2.3) Questions Related to RFP

In order to avoid any potential confusion, and to minimize the burden on Town staff, the Town requires that all procedural questions relating to this RFP be directed to Kyle Salvin via e-mail, at Publicservices@moraga.ca.us. All questions must be submitted in writing by Thursday, January 16, 2014, at 3:00 p.m. All Vendors must submit an Intent to Submit a Proposal by Thursday, January 16, 2014 in order to view questions and answers. Answers to questions received by this deadline will be sent to all Vendors who submit an Intent to Submit a Proposal by Monday, January 27, 2014.

Any Vendors found to be soliciting other members of the Town staff or officials during this RFP process may be disqualified from any further consideration.

Conditions & Requirements

3.1) Hourly Labor Rate

Labor pricing quoted by Vendor shall be firm prices not subject to increase during the term of the contractual agreement with the Town. Vendor’s quoted labor pricing shall include any state and federal tax and employees salaries, benefits, and overhead.

3.2) Evaluation Criteria

The various significant factors that will be considered in the evaluation of proposals are summarized below. The Town’s final selection will not be dictated by any single factor, including price. The relative importance of these factors involves judgment on the part of the Town’s RFP evaluation committee and will include both objective and subjective analysis. A Vendor may be eliminated from the consideration for the failure to comply with any of the requirements depending upon the critical nature of such requirements.
3.3) Scoring

- Proper submission and completeness of proposal: (10%)
- Ability to provide services: (30%) Appendix A, C, and D
- Charges/Rates for Services: (30%) Appendix B
- References: (30%) Appendix C

3.3) Right to Request Additional Information

During the evaluation process, the RFP evaluation committee and the Town reserve the right, where it may serve the best interest of the Town, to request additional information and clarification from the Vendors.

3.4) Right to Reject Any or All Proposals

The Town reserves the right to reject any or all proposals, to waive technicalities, or formalities, and to accept any quote deemed in the best interest of the Town. When two or more Vendors are deemed equal, the Town reserves the right to make the award to one of the two Vendors.

3.5) Contracts

It is recognized that the formal basis of any agreement between the Town and the Vendor is a contract rather than a proposal. In submitting proposals, Vendors must indicate that they are prepared to enter into a contract containing all of the information submitted in their proposals. The proposal will become a part of the contract between the Town and the successful vendor.

3.6) Rights to Submitted Material

All proposals, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Vendor will become the property of the Town and a matter of public record.

3.7) Insurance Requirements

Vendors shall review the Sample Contract attached to this RFP for insurance requirements.

3.8) Additional Services

The general service requirements listed in this RFP describes the minimum work to be accomplished. Upon final selection of the Vendor, the scope of services may be modified and refined during negotiations with the Town.

3.9) Litigation

Please describe any pending litigation your company is currently involved in, if any. Also describe any litigation your company may have been involved in during the previous three years (See Appendix C). Failure to answer truthfully may result in disqualification of your proposal and will be considered a breach of contract after execution of contract, if awarded.
Required Submittals

4.1) Intent to Submit
Submit a letter declaring an intention to submit a proposal. The body of the letter shall include 1) The point of contact and his/her telephone number and e-mail address, 2) Any questions related to the RFP, 3) Statement that there is no conflict of interest with the Town of Moraga, and 4) Statement that the Vendor can meet the Town’s insurance requirements.

4.2) Vendor Summary
Submit a completed Ability to Provide Services Vendor Summary Sheet (see Appendix A).

4.3) Rate Schedule
Submit a completed Rate Schedule (see Appendix B).

4.4) Litigation and References
Submit a completed Litigation and References Sheet (see Appendix C). Agree to and sign a Certification of Quote to the Town of Moraga (see Appendix C continued).

4.5) Additional Attachments
Respond to each of the items asked for in Appendix C, where appropriate, and provide additional attachments as necessary (see Appendix D).

Terms of Agreement

5.1) Terms
The term of this agreement or contract shall be for three (3) years. While the agreement will be for three (3) years, the Town has the option to renew for a fourth and fifth year upon mutual agreement of the Town and Vendor.
6.1) Schedule

<table>
<thead>
<tr>
<th>EVENT/Activity</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of RFP</td>
<td>1-10-14</td>
</tr>
<tr>
<td>Intent to Submit a Proposal</td>
<td>1-16-14</td>
</tr>
<tr>
<td>(Vendor must submit intent to view Q&amp;A)</td>
<td></td>
</tr>
<tr>
<td>Questions &amp; Answers</td>
<td>1-16-14 by 12:00 p.m.</td>
</tr>
<tr>
<td>(Questions related to RFP, Contract, and Insurance/Bond)</td>
<td></td>
</tr>
<tr>
<td>Answers Sent to Vendors</td>
<td>1-21-14</td>
</tr>
<tr>
<td>(Answers will only be sent to Vendors to submit an Intent to Submit a Proposal)</td>
<td></td>
</tr>
<tr>
<td>Final Date for Receipt of Proposal</td>
<td>1-27-14 by 2:00 p.m.</td>
</tr>
<tr>
<td>Selection of Vendor</td>
<td>2-3-14</td>
</tr>
<tr>
<td>Notification to Vendors</td>
<td>2-4-14</td>
</tr>
<tr>
<td>Town Council Approval</td>
<td>2-26-14</td>
</tr>
<tr>
<td>Contract Execution</td>
<td>3-10-14</td>
</tr>
<tr>
<td>Work Authorization/Notice to Proceed</td>
<td>T.B.D.</td>
</tr>
</tbody>
</table>

Specifications

7.1) Electrical Services

The successful Vendor will, at a minimum, provide the following services to meet the specific needs of the Town of Moraga.

- Provide troubleshooting and repair for all electrical equipment at all Town sites,
- Provide replacement and new installation, as needed,
- Provide recommendations for new equipment as needed, and
- Provide emergency on-call services for after hours and weekends with a four (4) hour response time. *Emergency on-call for after hours and weekends shall be a priority when evaluating proposals for these services.*

Attachments

8.1) Appendix A (Ability to Provide Services and Vendor Summary)
8.2) Appendix B (Rate Schedule)
8.3) Appendix C (Litigation and References and Certification of Quote to the Town of Moraga)
8.4) Appendix D (Additional Attachments)
8.5) Appendix E (Sample Contract)
Appendix A

Ability to Provide Services and Vendor Summary

Vendor Name ____________________________________________

Vendor Parent Company or Ownership______________________________

Vendor Company Address_____________________________________
___________________________________________________________________________________

Distance from Vendor Company Address to 331 Rheem Boulevard, Moraga, CA___________________

Assigned priority number to Moraga (over other Vendor clients)_______________________________

Vendor Telephone Number: __________________ Fax Number:_______________________________

Number of employees________

Number of employees able to respond to afterhours call-out_________ (maximum 4 hour response time)

Management person responsible for direct contact with the Town and the services required for this Proposal.

Name: ______________________________________________________________________________

Title:________________________________________________________________________________

Telephone Number: __________________________

Email Address:_______________________________________________________________________
### Appendix B

**Rate Schedule**
(If necessary attach additional sheets)

#### Miscellaneous Rates (Calendar year 2014)

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Rate per Hour</th>
<th>Employee Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Hourly Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>Regular Hourly Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>After Hours and Weekends</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>After Hours and Weekends</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>Holiday Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>Holiday Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
</tbody>
</table>

#### Miscellaneous Rates (Calendar year 2015)

<table>
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<td>Regular Hourly Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>Regular Hourly Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>After Hours and Weekends</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>After Hours and Weekends</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>Holiday Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>Holiday Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
</tbody>
</table>

#### Miscellaneous Rates (Calendar year 2016)

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Rate per Hour</th>
<th>Employee Classification</th>
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</thead>
<tbody>
<tr>
<td>Regular Hourly Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>Regular Hourly Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>After Hours and Weekends</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>After Hours and Weekends</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>Holiday Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
<tr>
<td>Holiday Rates</td>
<td>_______/hour</td>
<td>(employee classification)</td>
</tr>
</tbody>
</table>

**Markup of supplies above vendor cost**

_____________ %
Appendix C

Litigation and References

Is your company involved in any current litigation? ________
(If yes, please attach a letter briefly describing the litigation)

Has the company been involved in any litigation in the last three years? ________
(If yes, please attach a letter briefly describing the litigation)

References
Please provide at least three references within Contra Costa County. Public agency references, while not required, are desirable.

Name of Company and Person to Contact : Phone Number:

_______________________________________  ______________

_______________________________________  ______________

_______________________________________  ______________

Professional Organizations:
Please list any professional organizations your company is a member of:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Appendix C (continued)

Certification of Quote to the Town of Moraga

1. This vendor has carefully reviewed its quote and understands and agrees that the Town is not responsible for any errors or omissions on the part of the vendor and that the vendor is responsible for these errors.

2. It is understood and agreed that the Town reserves the right to accept or reject any or all proposals and waive any informality or irregularity in any quote received by the Town.

3. The quote includes all of the commentary, figures and data required by the Request for Proposal.

4. The vendor has carefully read and understands all of the items contained in Section 3, Conditions and Requirements.

Name of Vendor: _____________________________________________________________

By (Authorized Signature) ________________________ Date ________________________

Title: _________________________________________________________________

Address: _______________________________________________________________

Telephone Number____________________ Fax Number__________________________

Email Address________________________________

(Required information. Proposals submitted without certification of quote will be considered incomplete.)
Appendix D

Additional Attachments

1. Include a copy of your business license or occupation tax certificate.
2. Include a copy of your state master license.
3. Documentation regarding your insurance coverage as required in the contract (see sample provided).
4. If your company is currently or has been involved in any litigation over the past three years, a letter must be attached that briefly describes the litigation. (Also, see Appendix C)

(Required information. Proposals submitted without additional attachments will be considered incomplete.)
Attachment E

Sample Contract
CONSULTANT SERVICES AGREEMENT

Project: On-Call Electrical Services

THIS AGREEMENT is entered into as of the _____ day of __________, 2014 by and between the TOWN OF MORAGA, herein called the “Town”, and __________, herein called the “Consultant”.

Recitals

WHEREAS, Town desires to obtain electrical services; and

WHEREAS, Consultant hereby warrants to the Town that Consultant is skilled and able to provide such services described in Section 1 of this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 1 of this Agreement.

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Scope of Services. Subject to such policy direction and approvals as the Town through its staff may determine from time to time, Consultant shall perform the services set out in the “Scope of Work” attached hereto as Exhibit “A”.

2. Time of Performance. The services of Consultant are to commence no sooner than January 1, 2014 and, subject to Town Council approval, be completed not later than June 30, 2016. Consultant shall perform its services in accordance with the schedule in Exhibit B. Any changes to these dates in either Section 2 or Exhibit B must be approved in writing by the Town Manager or their representatives.

3. Compensation and Method of Payment.

   A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit “C”. However, in no event shall the amount Town pays Consultant exceed _________________________ Dollars ($____ ________). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

   B. Timing of Payment. Billing for said services shall be made monthly. Town shall review Consultant’s billing statement and pay Consultant for services
rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

C. **Changes in Compensation.** Consultant will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 3(A) without prior written amendment to this Agreement.

D. **Taxes.** Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. **No Overtime or Premium Pay.** Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. **Litigation Support.** Consultant agrees to testify at Town’s request if litigation is brought against Town in connection with Consultant’s report. Unless the action is brought by Consultant or is based upon Consultant’s negligence, Town will compensate Consultant for the preparation and the testimony at Consult’s standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

4. **Amendment to Scope of Work.** Town shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate Town authorization.

5. **Duties of Town.** Town shall provide all information requested by Consultant that is reasonably necessary to performing the Scope of Work. Town retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement.

6. **Ownership of Documents.** Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in the Town, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or
agency without the expressed written consent of the Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town during the term of this Agreement, unless required by law.

7. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the Town. Any consultants, specialists or experts approved by Town are listed in Exhibit D.

8. Conflict of Interest.

A. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Town. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the Town in the performance of this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation or counsel independent of the control and direction of the Town or of any Town official, other than normal contract monitoring; and

(2) possesses no authority with respect to any Town decision beyond the rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

9. Interest of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects its personal interests or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.
10. **Liability of Members and Employees of Town.** No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. **Indemnity.** Consultant will hold harmless, defend and indemnify Town, its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Consultant, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of Town. Consultant’s duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

12. **Consultant Not an Agent of Town.** Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

13. **Independent Contractor.** It is understood that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of Town; and as an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Town’s employees, and Consultant hereby expressly waives any claim it may have to any such rights.

14. **Compliance with Laws.**

   A. **General.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

   B. **Workers’ Compensation.** Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

   C. **Injury and Illness Prevention Program.** Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.
D. **Town Not Responsible.** The Town is not responsible or liable for Consultant’s failure to comply with any and all of said requirements.

15. **Confidential Information.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town, or as required by law.

16. **Insurance.**

A. **Minimum Scope of Insurance.**

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than $1,000,000 (One Million Dollars) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.

(2) Consultant agrees to have and maintain for the duration of this Agreement an Automobile Liability insurance policy insuring it and its staff to an amount not less than $1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Contractor shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor or by its employees or subcontractors. The amount of this insurance shall not be less than $1,000,000 (One Million Dollars) on a claims-made annual aggregate basis.

(4) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers’ Compensation and Employers’ Liability policies, as stipulated below:

   (a) “The Town of Moraga, its employees, officers, agents and volunteers are hereby added as additional insureds, but only as respects work done by, for, or on behalf of the named insured.”

   (b) “This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it.”

   (c) “This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.”
(5) Consultant shall provide to the Town all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

(6) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

(7) Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

B. All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30 days’ prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file with the Town Manager at all times during the term of this Agreement.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a Best’s rating of no less than A:VII.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the Town’s option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

17. Assignment Prohibited. Neither the Town nor Consultant may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

18. Termination of Agreement.

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the Town upon 5 days’ written notice to Consultant. Consultant may terminate this Agreement upon 30 days’ written notice to Town.

B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice.

C. Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the Town, become its sole property and shall, at Consultant’s expense, be delivered to the Town or to any party it may so designate.
D. In the event termination is without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that Consultant shall be entitled to compensation for work in progress at the time of termination.

19. Suspension. The Town shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

20. Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between Town and Consultant shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

21. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

22. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys’ fees, to the prevailing party. In awarding attorneys’ fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys’ fees paid or incurred in good faith.

23. Time of the Essence. Time is of the essence of this Agreement.

24. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.
25. **Consultant’s Books and Records.**

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Attorney, Town Auditor, Town Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant’s address indicated for receipt of notices in this Agreement.

D. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the Town Manager’s office. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant’s representatives, or Consultant’s successor-in-interest.

26. **Equal Employment Opportunity.** Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or
other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

27. **Town Not Obligated to Third Parties.** Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

28. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

30. **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein by this reference:

   A. Exhibit A: Scope of Work
   B. Exhibit B: Schedule
   C. Exhibit C: Compensation

31. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

32. **News Releases/Interviews.** All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the Town.

33. **Venue.** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.
IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF MORAGA

By: ______________________________

Jill Keimach,
Town Manager

CONSULTANT

By: ______________________________

Title: ____________________________

APPROVED AS TO FORM:

By: ______________________________

Michelle Marchetta Kenyon,
Town Attorney

FUNDING:

By: ______________________________

Stephanie Hom,
Administrative Services Director
EXHIBIT A

Scope of Work

• Provide troubleshooting and repair for all electrical equipment at all Town sites,
• Provide replacement and new installation, as needed,
• Provide recommendations for new equipment as needed, and
• Provide emergency on-call services for after hours and weekends with a four (4) hour response time. *Emergency on-call for after hours and weekends shall be a priority when evaluating proposals for these services.
• Provide other tasks as required.
EXHIBIT B

Schedule of Performance

Contract will run through June 30, 2016, with the option to extend to June 30, 2017 and June 30, 2018.
EXHIBIT C

Compensation

Contract is not to exceed $50,000 per fiscal year and be paid per the following rate schedule: