

MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT, effective this 19th day of March 2024 (“Effective Date”), is by and the CITY OF SAN PABLO, a municipal corporation organized and existing under the laws of the State of California, (“City”), and ACCO Engineered Systems, Inc., a California Corporation, (“Service Provider”).

RECITALS

A. Service Provider is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Service Provider for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Service Provider agree as follows:

1. **Services to be Performed.** The work will consist of providing services for the City of San Pablo as described further in the City of San Pablo’s Request for Qualifications, dated to January 3, 2024 for the discipline of mechanical services, as described further in Exhibit A, and the Scope of Services set forth in the Service Provider’s proposal dated January 31, 2024, which is attached as Exhibit B and incorporated to the extent consistent with this Agreement. As specific services are needed (“Tasks”), City shall request Service Provider to provide a Task proposal including the time for performance and compensation. Service Provider shall not proceed with work until approved and directed by the City.

2. **Compensation.** The total compensation under this Agreement shall not exceed **Fifty Thousand Dollars (\$50,000)** for each fiscal year from Fiscal Year 2023/24 through Fiscal Year 2027/28 for a total compensation not to exceed **Two Hundred Fifty Thousand Dollars (\$250,000)** over five (5) fiscal years as follows:

On a completed deliverables basis, with a total amount paid for the delineated Tasks not to exceed \$50,000 for each fiscal year.

CONTRACT YEAR	NOT TO EXCEED AMOUNT
Year 1 (FY2023/24)	\$50,000
Year 2 (FY2024/25)	\$50,000
Year 3 (FY2025/26)	\$50,000
Year 4 (FY2026/27)	\$50,000
Year 5 (FY2027/28)	\$50,000
Total Compensation Amount	\$250,000

3. **Term**. The term of this Agreement (“**Term**”) begins on the Effective Date set forth above, and expires on June 30, 2028. If the Term expires later than the end of the City’s fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City’s lawful encumbrance or appropriation of new funds for the Agreement.

4. **Method of Payment**. Payment shall be made within thirty (30) days of receipt of Service Provider invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification**. Service Provider shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Service Provider, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance**. During the term of this Agreement, Service Provider shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Service Provider, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

a. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Railroad Protective Liability**. If Service Provider services include work within 50 feet of a railroad right of way, the Service Provider shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. **Automobile Liability Insurance**. ISO Form Number CA 00 01 covering any auto (Code 1), or if Service Provider has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. Workers' Compensation Insurance. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Service Provider is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

ii. *Primary Coverage.* For any claims related to this contract, the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

iii. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

iv. *Waiver of Subrogation.* Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Service Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and

endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Service Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the Service Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. Independent Contractor. At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City. City shall have the right to control Service Provider only insofar as the results of Service Provider's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Service Provider accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Service Provider and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. Warranty Against Defects. Service Provider warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Service Provider's or manufacturers standard warranty, Service Provider shall be solely responsible for the correction of those defects.

9. Labor Code Prevailing Wage. To the extent applicable, Service Provider shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages including:

a. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the

work by the Service Provider or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Service Provider shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Service Provider.

b. City will not accept a bid proposal or enter into Agreement, without proof that the Service Provider and its subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

10. **Notices.** This Agreement shall be administered by Bryden Connel (“Contract Administrator”). Any formal written notice to Service Provider shall be sent to:

ACCO Engineered Systems, Inc.
1133 Aladdin Avenue
San Leandro, CA 94577

Any formal written notice to City shall be sent to:

City Manager
City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

11. **Federal Funding Requirements (if applicable).** If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*.

This Agreement is subject to federal funding. See Exhibit B.

This Agreement is not subject to federal funding.

12. **Employment Practices.**

a. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Contractor and any subcontractors shall contact the San Pablo Economic Development Corporation (“EDC” at info@sanpabloedc.org or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. “Local Resident” means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with “domiciled” as defined by Section 349(b) of the

California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

b. **Compliance With Law.** Contractor represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Contractor shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Contractor shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

13. **Local Subcontracting – Outreach.** Contractor shall contact the San Pablo Economic Development Corporation (the “EDC” at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

14. **Miscellaneous Provisions.**

a. City may terminate this Agreement at any time for cause or for convenience by mailing a notice to Service Provider. Service Provider shall be paid for that portion of goods accepted and/or services satisfactorily completed when notice is received. Service Provider may not terminate this Agreement.

b. Service Provider shall not assign or transfer this Agreement.

c. City reserves all rights and remedies available under the law and pursuant to the terms of this Agreement. If either City or Service Provider waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

g. This Agreement may be executed in duplicate counterparts.

h. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist amount counterparts of the document.

i. Service Provider covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

j. Service Provider shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Service Provider shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

k. Service Provider shall comply with current COVID-19 health orders issued by Contra Costa County Health Services at: <https://www.coronavirus.cchealth.org/health-orders>. Service Provider shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.

l. The Service Provider will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

m. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF SAN PABLO:

ACCO ENGINEERED SYSTEMS,
INC.:


By: 
Matt Rodriguez, City Manager

By: 
Wildivina Rosario, Sales Manager

Dated: 04/22/24

Dated: 3/28/24

(Second signature required if a corporation)

By: 
Title: Regional VP FSG
Dated: 03/29/24

ATTEST:


Dorothy Gantt, City Clerk of City of San Pablo

APPROVED AS TO FORM:


Brian P. Hickey, City Attorney

EXHIBIT A



CITY OF SAN PABLO

City of New Directions

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

REQUEST FOR QUALIFICATIONS

**On-Call
Maintenance and Trade Services**

January 3, 2024

Proposals Must Be Received By:

January 31, 2024 by 4:00 p.m.

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A. INTRODUCTION

1. About San Pablo

San Pablo is located in western Contra Costa County off Interstate 80, minutes away from the Bay Area cultural centers of Berkeley, Oakland and San Francisco. Interstate 80 is the principal arterial route between the Bay Area and Sacramento. The City of San Pablo is nestled between the cities of Pinole and Richmond and by the neighboring cities of El Cerrito and Hercules. Historically one of the oldest Spanish settlements in the region, San Pablo has become a thriving residential and business community with a population of about 32,000 in an area of approximately two and one-half square miles. Additional information about the City can be obtained from the City of San Pablo website: www.sanpabloca.gov.

2. Purpose for Request for Qualifications

The City of San Pablo ("City") invites qualified maintenance and trade contractors ("Contractor") to submit competitive Statements of Qualifications ("SOQ") in response to this Request for Qualifications ("RFQ"). The City seeks SOQs from qualified contractors to provide maintenance and trade services in the general disciplines described in the Scope of Work. Successful contractors will be used on an array of work throughout the City as needed.

To guide this effort, the City has developed a two-year budget to outline the proposed operating and capital expenditures. The FY 2022-2024 Adopted Biennial Online Budget Book can be viewed at: <https://www.sanpabloca.gov/407/City-Financial-Reports>

B. SCOPE OF WORK

The scope of services may include repairs, replacement, and various tasks related to City projects and operations. Under the general direction of City staff, qualified contractors may be responsible for, but not limited to, providing services in the disciplines listed below. Additional related services may be included.

	Discipline	Example Services
1	Mechanical	<ul style="list-style-type: none">• HVAC Systems
2	Plumbing	<ul style="list-style-type: none">• Potable Water• Roof Drainage• Sewer
3	Tree Services	<ul style="list-style-type: none">• Arborist Reports• Tree Trimming/Removal
4	Electrician	<ul style="list-style-type: none">• Building and Facilities Electrical Repairs
5	Concrete Construction Services	<ul style="list-style-type: none">• Concrete Restoration/Resurfacing/Repair• New Concrete Construction

Contractors should select the discipline(s) that best describe their area of expertise and the services proposed to be provided. Contractor(s) must have a principal office located in San Francisco Bay Area to be eligible for consideration.

Successful companies will be awarded an On-Call Master Agreement in the discipline(s) awarded. The Maintenance Superintendent or designee ("POC") will request fee proposals for individual projects as needs arise. Task Orders for the work will be separately awarded based on estimates supplied by the Contractor in writing which identify the number of hours to be worked and associated labor costs and equipment costs for a particular Task Order. Contractors shall clearly identify aspects of the work proposed to be completed by subcontractors. If during actual work the scope of work changes the Contractor shall notify the POC as soon as possible.

The selected contractor(s) shall use the City of San Pablo's standard Maintenance and Trade Services Agreement (Agreement.) A copy of the Agreement template is attached to this RFQ. Submitting a SOQ is acceptance of the Agreement as-is. Contractually required insurance coverage and endorsement information is shown in the body of the document.

Being awarded an On-Call Contract is no guarantee of work during the term of the contract.

C. SOQ REQUIREMENTS

Each SOQ must be submitted in compliance with the requirements of this RFQ. The City may, acting in its sole discretion, elect to reject any SOQ that it determines to be nonresponsive. It reserves the right, but not the obligation, to waive any immaterial irregularities.

The SOQ submittal shall be concise, well organized, and demonstrate expertise in the discipline(s) for the proposed services to be offered. Submittals shall be limited to 10 8½" x 11" pages. The proposal cover, table of contents, and dividers are NOT included in the page count.

Each SOQ must include the following, organized as Sections 1 through 5:

1. Letter of Interest / Cover Letter

A letter of interest/cover letter must be provided transmitting the firm(s) submittal for consideration. The cover letter shall include the primary contractor's name, contact information (phone and email) and business address. Summarize your understanding of the scope of services, identify the selected discipline(s) and briefly introduce your team. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the Contractor team. The cover letter must state that the sample Maintenance and Trade Services Agreement is acceptable as-is. Please do not submit a SOQ and subsequently request changes to the template Agreement.

2. Firm(s) Statement of Qualifications

Provide the qualifications and experience of the firm(s) proposed for the work in the submittal. Reference related work which best illustrates your qualifications for the selected discipline(s). Specifically include other local agencies for which you provide on-call services. Include client name and contact information, description of work, and year of completion. These clients may be called as references for your company.

3. Scheduling Approach

Describe the Contractor's proposed approach to this type of work and if relevant the typical approach to work similar to this. The approach should identify how the contractor can provide short-notice on-call services and be flexible to potential changes in scope.

4. Prevailing Wage

California Labor Code requires the on public works projects, pay to workers must be not less than the general prevailing wage for the work being done, regardless of worker title. Any "contractor to whom (a) contract is awarded, and any subcontractor under (them), shall pay not less than the specified prevailing rates of wages to all (workers) employed in the execution of the contract." This does not apply to public works contracts of \$1,000 or less. All projects greater than \$1,000 require prevailing wage rates. Contractors are required to make and maintain certified payroll records available for inspection as requested by the City or the California Labor Commissioner for up to three years.

Responsive SOQs must state the Contractor's understanding and compliance with prevailing wage requirements on public works project.

5. Rate Schedule

Provide a company rate schedule in a format that will allow City staff to determine standard hourly labor classifications costs and equipment costs. Include any rate adjustments that are predicted to occur during the execution of the Agreement.

D. PROPOSAL CONDITIONS

1. Local Employment and Contracting Opportunities

a. Employment of Local Residents.

Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC" at info@sanpabloedc.org or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination

City of San Pablo

Request for Qualifications

2024 RFP for On-Call Maintenance and Trade Services

against Local Residents on the basis of their local status is prohibited.

b. Outreach to Local Businesses.

At least fourteen days prior to: (i) Consultant's submission of a Proposal that includes specified subcontractors and (ii) Consultant's award of any subcontract to a subcontractor not included in Consultant's Proposal, DBE will contact the San Pablo Economic Development Corporation ("EDC" at info@sanpabloedc.org or 510-215-3200) and provide notice and details regarding subcontracting opportunities. The EDC will notify local businesses of subcontracting opportunities and provide technical assistance to local businesses during the subcontracting bidding process.

- 2. Questions.** Questions regarding this RFQ may be submitted *in writing only* and directed to Chiara Hanna email: ChiaraH@SanPabloCA.gov. Written responses will be provided in addenda to this RFQ posted via Planet Bids. Written questions must be submitted no later than January 17, 2024 at 4:00 p.m.

3. General Terms and Conditions

- a. All proposals, whether selected or rejected, shall become the property of the City.
- b. The cost of RFQ preparation shall be that of the Contractor and shall not be paid by the City.
- c. SOQs shall be signed by an authorized employee in order to receive consideration.
- d. City will not be responsible for SOQs delivered to a person or location other than that specified herein.
- e. The successful proposer will be asked to enter into an agreement with the City reflecting the terms and conditions of the proposal based on the City's Maintenance and Trade Services Agreement (Agreement) requirements. A copy of the Agreement and Insurance requirements is included as **Exhibit 1** to this RFQ. Award of an agreement is subject to approval by the City Council of the City of San Pablo.
- f. Neither the City of San Pablo, its City Council, officers, employees, agents, representatives, nor any of its consultants will be liable for any claim or damages resulting from the RFQ process.
- g. By submitting a proposal in response to this RFQ, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

4. Agreement Term

The anticipated duration of the agreement will be five (5) years. The term is expected to begin on April 1, 2024.

A template agreement is attached (**Exhibit 1**) that includes terms regarding conflict of interest, insurance, indemnification and assignment. The consultant selected to

perform the work will be required to comply with these terms.

E. SOQ PROCEDURE

1. Submission of Statement of Qualifications

All Proposals must be submitted via PlanteBids by January 31, 2024, no later than 4:00 p.m. ("SOQ Deadline").

Proposals may not be modified after the SOQ Deadline. No paper submittals will be reviewed or considered.

2. Contractor Selection Process

The first step in the evaluation process will be to determine that each submittal contains all forms and other information required by this RFQ. Any submittals missing the required information may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

All SOQs will be evaluated by a City of San Pablo Selection Committee. The Selection Committee, made up of key City staff and other parties that may have expertise or experience in the services described herein, will review all submittals deemed complete according to the evaluation criteria and weighting factors below. The Selection Committee will make independent random checks of one or more of the contractor's references.

The Selection Committee will establish a shortlist of contractors to be considered best qualified to perform the contract work. The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted. Staff will recommend a contract be awarded if contract negotiations are successful.

3. Evaluation Criteria

Proposals will be evaluated according to each criterion below. The scores for all the Criteria will be added for each proposal. The proposal with the highest score will be deemed as the best proposal. The total maximum score for any project is 100 points.

	Criteria	Maximum Points
A	Completeness of Response	Pass/Fail
B	Understanding of the Work	30
C	Experience with Similar Work	30
D	References	35
E	Local Subcontracting Approach/ Local Employment Approach	5
	Total	100

A. Completeness of Response (Pass/Fail)

Responses to this RFP/RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFP/RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

B. Understanding of the Potential Work for each Selected Discipline (30 points)

Demonstrated understanding of the work to be done for the City by each discipline proposed. Identification of potential issues and overall approach will be assessed.

C. Experience with Similar Work (30 points)

Experience of the contractor with similar projects, including local knowledge, expedited timelines, and working with local agencies, as appropriate.

D. References (35 points)

References for the Consultant and proposed staff for the disciplines selected.

E. Local Subcontracting Approach/ Local Employment Approach (5 points)

A consultant's successful use of the local subcontracting and local employment approach (Section D, Items 1a. and 1b.) or a documented good faith effort to succeed at using the City's local subcontracting and/or local employment approach.

4. Tentative Schedule

Below is a tentative schedule for the selection and procurement process. Dates are subject to change by City staff and/or unforeseen circumstances.

Item	Date
RFP/RFQ Release Date	January 3, 2024
Deadline to submit any questions	January 17, 2024, 4:00 pm
Proposal/SOQ submittal date	January 31, 2024, 4:00 pm
Proposal review	February 1-8, 2024
Selection/negotiation/award period	Mar 2024

F. ATTACHMENTS

Exhibit 1 – Template Maintenance and Trade Agreement

EXHIBIT 1

MAINTENANCE AND TRADE

AGREEMENT TEMPLATE

MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT, effective this ____ day of _____ 202_ (“Effective Date”), is by and the CITY OF SAN PABLO, a municipal corporation organized and existing under the laws of the State of California, (“City”), and _____, a _____, (“Service Provider”).

RECITALS

A. Service Provider is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Service Provider for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Service Provider agree as follows:

1. **Services to be Performed.** The work will consist of providing services for the City of San Pablo to _____ as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.

2. **Compensation.** The total compensation under this Agreement shall not exceed _____, with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.

3. **Term.** The term of this Agreement (“Term”) begins on the Effective Date set forth above, and expires on _____. If the Term expires later than the end of the City’s fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City’s lawful encumbrance or appropriation of new funds for the Agreement.

4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Service Provider invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.

5. **Indemnification.** Service Provider shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Service Provider, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this

Agreement.

6. **Insurance.** During the term of this Agreement, Service Provider shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Service Provider, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Railroad Protective Liability. If Service Provider services include work within 50 feet of a railroad right of way, the Service Provider shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Service Provider has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. Workers' Compensation Insurance. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Service Provider is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. *Additional Insured Status*. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if

not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

ii. *Primary Coverage.* For any claims related to this contract, the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

iii. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

iv. *Waiver of Subrogation.* Service Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the City by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Service Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Service Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Service Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Service Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the Service Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Service Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7. **Independent Contractor.** At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City. City shall have the right to control Service Provider only insofar as the results of Service

Provider's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Service Provider accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Service Provider and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. **Warranty Against Defects.** Service Provider warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Service Provider's or manufacturers standard warranty, Service Provider shall be solely responsible for the correction of those defects.

9. **Labor Code Prevailing Wage.** To the extent applicable, Service Provider shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages including:

a. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Service Provider or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Service Provider shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Service Provider.

b. City will not accept a bid proposal or enter into Agreement, without proof that the Service Provider and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

10. **Notices.** This Agreement shall be administered by _____ ("Contract Administrator"). Any formal written notice to Service Provider shall be sent to:

Any formal written notice to City shall be sent to:
City Manager
City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

11. **Federal Funding Requirements (if applicable)**. If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit B.

[Indicate whether the Agreement is subject to federal funding by checking the appropriate box below.]

This Agreement is subject to federal funding. See Exhibit B.

This Agreement is not subject to federal funding.

12. **Employment Practices.**

a. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Contractor and any subcontractors shall contact the San Pablo Economic Development Corporation (“EDC” at info@sanpabloedc.org or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. “Local Resident” means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with “domiciled” as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

b. **Compliance With Law.** Contractor represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Contractor shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Contractor shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo;

and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

13. **Local Subcontracting – Outreach.** Contractor shall contact the San Pablo Economic Development Corporation (the “EDC” at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

14. **Miscellaneous Provisions.**

a. City may terminate this Agreement at any time for cause or for convenience by mailing a notice to Service Provider. Service Provider shall be paid for that portion of goods accepted and/or services satisfactorily completed when notice is received. Service Provider may not terminate this Agreement.

b. Service Provider shall not assign or transfer this Agreement.

c. City reserves all rights and remedies available under the law and pursuant to the terms of this Agreement. If either City or Service Provider waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

g. This Agreement may be executed in duplicate counterparts.

h. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist amount counterparts of the document.

i. Service Provider covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

j. Service Provider shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Service Provider shall bear full and exclusive responsibility for any release of hazardous or non-

hazardous substances and disposal of hazardous wastes.

k. Service Provider shall comply with current COVID-19 health orders issued by Contra Costa County Health Services at: <https://www.coronavirus.cchealth.org/health-orders>. Service Provider shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.

l. The Service Provider will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

m. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF SAN PABLO:

By: _____
Matt Rodriguez, City Manager

Dated: _____

SERVICE PROVIDER:

By: _____

Title: _____

Dated: _____

(Second signature required if a corporation)

By: _____

Title: _____

Dated: _____

ATTEST:

Dorothy Gantt, City Clerk of City of San Pablo

APPROVED AS TO FORM:

Brian P. Hickey, City Attorney

Exhibit B
Federal Contract Provisions

Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Agreement. Copies of any funding agreement between City and a funding agency will be made available upon request.

1. **Equal Opportunity.** If this Agreement is for public works, during the performance of this Agreement, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(D) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

(F) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City or funding agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **Davis-Bacon Act.** If this Agreement is for public works, Contractor will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Agreement, Contractor accepts the attached Wage Determination. <The current Davis-Bacon Act Wage Determination, which may be accessed at <https://www.wdol.gov/dba.aspx> must be printed and included with the Agreement.>

3. **Copeland "Anti-Kickback" Act.** If this Agreement is for public works, Contractor will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement. Contractor and subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each subcontractor of any tier.

4. **Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements in Article 9 of the General Conditions, Contractor and each subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:

(A) No Contractor or subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.

(B) If Contractor or a subcontractor violates this requirement, the Contractor and any responsible subcontractor will be liable for the unpaid wages. In addition, the Contractor and subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.

(C) Contractor and subcontractors must insert this requirement into subcontracts of any tier. Contractor is responsible for compliance with these requirements by each subcontractor of any tier.

5. **Rights to Inventions.** If the federal funding for this Agreement meets the definition of "funding agreement" under 37 CFR section 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, will apply to this Agreement and are fully incorporated into the Agreement by this reference.

6. **Clean Air Act.** If the Agreement is for an amount in excess of \$150,000, Contractor and each subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection

Agency. Contractor and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

7. **Federal Water Pollution Control Act.** If the Agreement is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Agreement and are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Contractor and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

8. **Suspension and Debarment.** Contractor is required to verify that neither it, nor its principals, as defined at 2 CFR section 180.995, or its affiliates, as defined at 2 CFR section 180.905, are excluded or disqualified, as defined at 2 CFR sections 180.935 and 180.940. Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Contractor did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Agreement, Contractor agrees to comply with these requirements.

9. **Byrd Anti-Lobbying Amendment.** If the Agreement is for an amount in excess of \$100,000, Contractor must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.

10. **Procurement of Recovered Materials.** The requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Agreement and are fully incorporated into the Agreement by this reference. For individual purchases of \$10,000 or more, Contractor will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. **Small and Minority Businesses.** When procuring subcontractors, Contractor must take all necessary affirmative steps pursuant to 2 CFR § 200.321(b), subject to the limitations of law, to ensure that minority businesses, women's business

enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (A) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (B) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- (C) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- (D) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (E) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

EXHIBIT B



Mechanical Services
1133 Aladdin Ave
San Leandro, CA 94577
510 245-4300

January 31, 2024

Matt Rodriguez
City Manager
City of San Pablo – City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Subject: San Pablo Emergency/On-Call HVAC Service Provider

Dear Matt,

We appreciate the opportunity to provide you with a response to your request for proposal and provide pricing to perform emergency on-call HVAC service for public buildings in the city of San Pablo.

By selecting **ACCO** as your mechanical provider, you will have at your disposal the largest mechanical service, engineering, and construction company in California. With over 2,000 employees including 120 service technicians living within the Bay Area and annual revenues exceeding \$1.9 billion, **ACCO** has the resources to meet the greatest needs of even our most demanding customers. Our 2 hour service call guarantee has instilled trust with our customers over the years while providing the highest quality HVAC support.

ACCO has the experience and man-power to take on any emergency HVAC needs. With the dedicated partnership of our team including Project Manager Bryden Connel and Area Service Supervisor Dustin Johnson, **ACCO** ensures commitment to meeting the demands of emergency service and ensuring reliability when needed most.

We look forward to serving you. If you have any questions or concerns, please do not hesitate to contact me at (925) 993-7348 and/or (800) 998-ACCO (2226).

Respectfully,

ACCO Engineered Systems, Inc.

A handwritten signature in cursive script, appearing to read "Bryden Connel".

Bryden Connel
Project Manager
(925) 993-7348 Cell
bconnel@accoes.com



Mechanical Services
1100 Alvarado Ave
San Leandro, CA 94577
510.345.4100

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Mechanical Services
1130 Aladdin Ave
San Leandro, CA 94577
510 348 4300

2. Statement of Qualifications:

ACCO provides owners a partnership with an HVAC contractor that they can trust to have the resources, breadth of services and stability to meet ALL of its HVAC needs. There are several reasons why a partnership with **ACCO Engineered Systems** warrants your strong consideration. These include:

Stability:

ACCO has been in business since 1934 and has grown into what is today's largest privately held mechanical contractor in the state of California. Though we have seen our industry change through mergers and acquisitions in recent years, **ACCO** has remained an employee owned corporation, and maintained its identity while other contractors have been struggling to re-define theirs. Our stability has led to significant growth over the last five years as facility owners looked to develop a partnership with a contractor with a proven track record and a stable, solid future.

Resources:

ACCO can offer owners more resources than any other HVAC contractor in the Bay Area. This ensures that the owners will not need to look elsewhere to meet any of their HVAC needs. We have a large staff of professional engineers that can be called upon if needed to solve difficult problems. We fabricate our own sheet metal and piping, provide electrical installation and service. **ACCO** has the resources to mobilize a team of well trained, highly skilled individuals to meet even your most demanding needs.

A snapshot of some of the resources that **ACCO** can provide:

- Preventive Maintenance
- 24/7 Emergency Service
- Engineering
- DDC Controls Installation and Service
- Design/Build New Construction
- Sheet Metal Fabrication/Installation
- Large Tonnage Maintenance
- Predictive Maintenance
- Energy Services and Electrical Installation and Service
- Tenant Improvement
- Piping Fabrication/Installation
-

Response Time:

ACCO has over 120 union certified service technicians covering the greater Bay Area. It's because of this that **ACCO** is confident that we can respond to any Emergency Service request in less than 2 hours.

Energy Services:

ACCO has an entire Energy Services Division that provides such services as determining EPA Energy Star Ratings, developing Energy Conservation Measures, developing Peak Demand Load Shedding strategies, LEED certification strategies and Re-commissioning Programs.



Mechanical Services
1133 Alston Ave
San Leandro, CA 94577
210-348-4300

ACCO360 – Wireless Devices for Service Technicians

ACCO has adopted a program that provides each of its service technicians with a wireless devices. This enables the technician to instantly access information about each customer's equipment including service schedule, repair history, and manufacturer's service manuals. In addition, field service reports and maintenance work orders shall be emailed directly to the owners' designated representative at the time the work is completed.

Account Management:

ACCO will assign an experienced service project manager to work with the owners' representative and provide the following information:

- Proposals for equipment repairs, replacement, system modification, etc.
- Information on other ACCO offerings such as Energy Services
- Quarterly reports showing open bids, equipment repairs, trends (frequency of repairs)

Lead Service Technician and East Bay Field Supervisor

Dustin Johnson

Accomplished and results-oriented supervisor with demonstrated success in HVAC operations. Expertise and strong ability to streamline operations and maximize productivity.

Skills

- 18 years of experience as ACCO service technician.
- Comprehensive knowledge of brazing and soldering practices.
- Expert at troubleshooting, repairing, and maintaining HVAC equipment
- Maintained FDA monitored sites that requires special MOP's to keep the Preventive Maintenances within the FDA required guidelines.

Training and Certification

Boiler Courses
EPA Certification
U.A. S.T.A.R. Certified
5 Years U.A. Local 342 Training
Automated Logic Controls Trained
Griswold Water Treatment Training Classes
Goodman and Amana Heat pump Certification
Eaton VFD Drive Certified Start Up Technician
Daikin VRV
Mitsubishi VRF
LG VR



Mechanical Services
1133 Alston Ave
San Leandro, CA 94577
510 343 4000

Lead Project Manager and Account Manager

Bryden Connel
925-993-7348 | bconnel@accoes.com

Highly motivated and dedicated project manager with continual success in exceeding customer expectations while maintaining the highest degree quality of service. Will be responsible for maintaining maintenance contract full time by responding to service calls, writing proposals, and managing equipment replacement projects when necessary.

- Mechanical Engineer – UC Davis Alumni
- 3 years of experience as ACCO project manager
- Facility service group expert with emphasis on large scale maintenance and projects.

Responsible for managing following maintenance and emergency service accounts and projects:

- **Schnitzer Steel – Oakland**
 - Maintained since 2018
- **Calpine Energy Center**
 - **Russel Energy Center**
 - Maintained since 2016
 - **Delta Energy Center**
 - Maintained since 2021
 - **Los Medanos**
 - Maintained since 2018
- **Ross Dress for Less Corporate Headquarters Campus**
 - Maintained since 2017
- **UC Berkeley – Minor Hall (Ductwork replacement)**
 - January 2021
- **Sand Hill Business Center - 2770 Sand Hill (40Ton AHU and Boiler skid replacement)**
 - Currently ongoing

LIST OF ACCO MAINTENANCES

8 Years - City of Novato (Miguel Carrillo – (415) 827-3950)
8 Years - City of Pleasanton (Steve Castaneda – (925) 437-4007)
1 Year - City of Piedmont (Paki Muthig – (510) 420-3062)
3 Years - Real Estate Division of San Francisco – (Darwin Dagandan - (415) 269-4882)
1 Year - Master Service Agreement – Oakland (Craig Pon - cpon@oaklandca.gov)
Starting 2024 - Emergency/On-Call HVAC Service– Tracy (Jim Thompson - (209) 831-6371)



Mechanical Services
 1133 Aladdin Ave
 San Leandro, CA 94577
 510.346.4300

3. Scheduling Approach:

ACCO technicians are prepared to start equipment survey immediately upon award. Project manager Bryden is to meet with staff and perform site survey to identify site specific needs for optimum service, and relay information to field.

Once complete, field technicians. All model and serial numbers are to be recorded and input into system as to clean the equipment list. During initial walk, immediate repairs are to be noted to San Pablo operations manager, and timeline for recommended older equipment replacement to be given. This is estimated to occur over a one (1) week long mobilization.

Upon needed service, our 24 hour dispatch team is prepared to accept emergency service call requests. One of our skilled technicians will arrive within 2 hours prepared to serve the city as needed. If further repairs are required, Project Manager Bryden with engage the city's facilities manager providing a detailed proposal with the work to be completed.

4. Prevailing Wage:

ACCO acknowledges and will have compliance with all California Labor code requirements with prevailing wages. ACCO will maintain certified payroll records as requested by the City.

5. Rate Schedule:

Service Call Hourly Rates Through July 1st							
	Feb 1– Jul 1 24	Jul 1 24 – Jul 1 25	Jul 1 25 – Jul 1 26	Jul 1 26 – Jul 1 27	Jul 1 27 – Jul 1 28	Jul 1 28 – Jul 1 29	Jul 1 29 – Dec 31 29
Straight Time	\$200	\$208	\$216	\$225	\$234	\$244	\$255
Overtime	\$300	\$312	\$324	\$337.50	\$351	\$366	\$382.5
Double Time	\$400	\$416	\$432	\$450	\$468	\$488	\$510
Truck Charge	\$85	\$95	\$100	\$105	\$110	\$115	\$120

Overtime and Double Time	Time and 1/2	Double Time
Over 8 Hours per Day	X	
Over 40 Hours per Week	X	
Before 7:00 am and after 4:30pm (After working an 8hr working day)	X	
Saturdays	X	
Sundays (Schedules Only Sunday work is DT)	X	X



Mechanical Services
1133 Acad In Ave
San Leandro, CA 94577
510 348 4300

Holidays

- Thanksgiving (DT)
- Christmas Day (DT)
- New Year's Day (DT)
- July 4th (DT)
- Labor Day (DT)
- Memorial Day (DT)
- President's Day (DT)

Material Charges:

Parts to be marked-up at: 15%

Truck Charge: For every technician for each day of work. For additional technicians, a truck charge will be applied if there are at least 4 hours.

GENERAL CONDITIONS:

1. For the convenience of both the customer and ACCO, the customer will permit ACCO personnel the use of his common building equipment, such as ladders, elevators, etc., together with free and timely access to necessary areas.
2. ACCO will not be required to remove, replace or alter any part of the building structure in the performance of this agreement.
3. Both the customer and ACCO agree that all work referred to in this agreement shall be performed during the regular working hours of 7:00 AM to 4:30 PM, Monday through Friday, except Holidays.
4. This agreement takes into consideration the extension of the manufacturer's warranties to the customer on the equipment outlined herein.
5. The customer agrees to make prompt payments. Should a payment become thirty (30) days delinquent, this contract may become null and void at any time thereafter at the option of ACCO, and all moneys owed ACCO will become due upon demand.
6. To assure best performance the customer should operate the system and all equipment properly and as per manufacturer's instructions. Expenses to ACCO caused by improper operation, negligence, misuse of the equipment, or by any cause beyond the control of ACCO, shall be paid by the customer.
7. Operational efficiency will be assured if all necessary work is performed or equipment added by qualified ACCO personnel. In the event of any alterations, additions, adjustments, or repairs by others (unless authorized by ACCO) ACCO assumes no responsibility and has option to terminate this agreement.
8. Any parts that are not available from normal sources in the judgment of ACCO, and which may impair proper operation, may be replaced by ACCO and paid for by the customer.
9. Loss of business or any delays occasioned by events that ACCO cannot control, such as strikes, riots, lock-outs, transportation delays, accidents, Acts of God, force majeure or any other cause beyond ACCO's control shall not be the responsibility of ACCO.
10. Any item of equipment or labor required by insurance companies, federal, state, municipal or other authorities will not be required to be furnished by ACCO.
11. ACCO shall not be responsible for original system design, installation or its performance in maintaining design conditions, except through failure of equipment covered herein.
12. This agreement covers the complete understanding between ACCO and the customer and shall become a valid contract only when accepted and approved by authorized person for both parties. No verbal representations shall be binding on either party.
13. ACCO shall provide a certificate of liability insurance with the requirements as specified by the customer, listing the customer as the additionally insured.



Mechanical Services
 1133 Aladdin Ave
 San Leandro, CA 94577
 510 346 4320

SAMPLE WORK ORDER

SVC CODE	MO / YR	CONTRACT #	LOCATION CONTACT	PHONE NO.	CUSTOMER P.O. #	ACC. C	MCC #	APT #
8121	10 00	June, 2012	CON0014832	Randy Rice	(650) 584-4876		0001424673	

SPECIAL COMMENTS:

Customer #	53262
Customer Name	Synopsys Inc. One Oliver Plaza 210 Sixth Ave. Pittsburgh, PA 15222-2614
Location #	7001
Location Name	Synopsys Bldg A 700 East Middlefield Road Mountain View, CA 94043
Date	6/7/2012
Technician	8121 - Lemus, Alex
Appl	0001
HOURS	2:00
BT OF	HOUR
Date	6/7/2012
QTY	1
DESCRIPTION OF MATERIALS	P.O. # 3483579

MAINTENANCE WORK ORDER

6265 SAN FERNANDO ROAD
 GLENDALE, CA 91201
 WAP ACC003-571DU - CONTACT: CA-120393

This is an auto-generated
 Maintenance Summary Report.

WORK COMPLETE
 EST. COMPLETION DATE

YES NO

CUSTOMER NOTES

[6/7/2012 7:41:46 PM 8121] SYSTEM OPERATING NORMAL. Matt Murphy assisted me to perform maintenance. Replaced air filters, inspected belts, refrigerant piping for leaks and electrical components.

[6/7/2012 9:48:37 PM 8126] SYSTEM OPERATING NORMAL: assisted alex lemus with regular p/m to all house air equipment r/r filters in a/c and furnaces

[7/24/2012 1:01:32 PM 8144] SYSTEM OPERATING NORMAL:

(No Labor Entered by Tech)

Status of Departure: See Notes For Each Tech Status

SCHEDULED TASKS

EQ ID#	AC-1	PACKAGE UNIT	Value	Task Completed By
12.052	X	Rooftop Package Units Gas-Electric	8121	
	X	Verify proper operation of all motors.	8121	
	X	Inspect motor bearings and lubricate if req'd.	8121	
	X	Inspect sheaves and belts for alignment, wear and tension if belt driven.	8121	
	X	Inspect fan wheels for free rotation, cracks and alignment.	8121	
	X	Check economy cycle and damper operation if applicable.	8121	
	X	Check coils for cleanliness.	8121	
	X	Check condensate drain pan and line. Clean if needed.	8121	
	X	Check return air and supply air temperatures to verify refrigerant charge.	8121	
	X	Inspect wiring contactors and relays.	8121	
	X	Check burner flame during heating season.	8121	
	X	Check operation of gas valve, ignition control and safeties.	8121	
	X	Note any deficiencies that need follow-up.	8121	

Terms and Conditions

1. All work shall be performed during normal working hours unless otherwise stated herein.
2. ACCO Engineered Systems agrees to maintain in full force and effect a Workmen's Compensation Insurance policy and a Comprehensive Liability Insurance policy in substantial amounts to protect all parties to this agreement, furnishing certificates of insurance, if required by Buyer.
3. Buyer shall prepare the premises to permit free movement and erection of materials, providing necessary openings, supports, cutting, patching, necessary public utility and steam services, and pay all fees in accordance with codes and ordinances unless otherwise indicated in this Bid Contract.
4. In the event that the Seller encounters any asbestos product or material in the course of performing its work, the Seller shall have the right to immediately discontinue its work and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence of method or its work occasioned as a consequence of said encounter.
5. ACCO Engineered Systems extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up Date. ACCO Engineered Systems guarantees most, but not all, repaired materials, parts and labor for a period of ninety (90) days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein.
Seller shall not be liable for any consequential damages including, but not limited to, liquidated damages, loss of rent, interest expense, extended overhead or any other delay damages of any kind, nature or description. It is expressly understood and agreed that the only liability of Seller is to replace defective workmanship or material as herein above set forth.
6. ACCO Engineered Systems will not replace any refrigerant loss caused by defects in the equipment, material, parts, or workmanship furnished under this contract. Replacement of refrigerant due to failure or defects of items furnished by Seller is not included as a part of this agreement.
7. ACCO Engineered Systems shall not be liable for the corrosive or erosive action of liquids and/or gases upon the equipment specified and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.
8. This agreement shall not be binding until duly accepted by an authorized officer of ACCO Engineered Systems. No person has authority to make or claim any representation, warranty, term, promise, or condition, expressed or implied, statutory or otherwise, which is not expressed herein. This agreement constitutes the entire agreement between the parties and supersedes and revokes any previous agreement, written or oral, with respect to the labor and equipment covered hereby and may not be amended or modified except in writing executed by the parties hereto.
9. Under no circumstances shall the liability of Seller arising out of the sale or erection of the equipment hereunder, or arising out of its use, whether on warranties or otherwise, in any case exceed the lesser of the following: (a) Cost of correcting defects in the equipment or workmanship; or (b) the difference in value between the installation as installed and the cost of the original installation thereof, if installed strictly as in the contract documents set forth. And in no event shall any claims be made by either party against the other for consequential damages.
10. The Seller shall not be bound by any plans and specifications or conditions, existing or otherwise, that have not been presented to or delivered to it for the purpose of submitting this bid, nor shall the Seller be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting this bid, or which had become obsolete and which no longer was enforced by such public body enacting the same. 11. The Seller shall be excused for any delay in completion of this Bid Contract caused by acts of God, including but not limited to, wind, rain, flood, storm, landslide, subsidence and earthquake; acts of neglect of owner or architect or by any employee or agent of either; acts of neglect of separate contractors employed by owner; acts of public utilities or governmental or public bodies or their agents; material shortages; labor trouble, labor slowdowns; strikes; union activity causing a reduction in productivity; fire; casualty; delay in transportation; changes ordered in the work; failure of Buyer to make payments to Seller as required under this Bid Contract, or other causes beyond

- the reasonable control of Seller, any of which shall automatically entitle Seller to reasonable or necessary extensions of the completion date of the work and to an equitable adjustment of the contract price to compensate Seller for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay. If any of the materials specified are not readily available, the Seller may substitute equally efficient materials or fixtures of generally similar character in lieu of the equipment, materials or fixtures specified, and it shall allow any differential between the original cost of the materials specified and the materials furnished.
In the event of inability to obtain labor at union scale or without paying a premium above such scale, Seller may delay performance until same shall be obtainable without premium payment or at the option of the Buyer the latter may require the use of materials or labor requiring the payment of such excess cost, but upon condition that the Buyer shall pay such excess
12. No additional work will be performed unless it is authorized in writing by the Buyer. If the Buyer refuses to sign a written work authorization or change order for the extra work, Seller reserves the right to refuse to perform the extra work.
13. Should either party hereto bring suit in court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.
14. Seller assumes no responsibility for the design on those jobs where Seller prepares working or shop drawings from designs furnished by others. Seller assumes no responsibility whatsoever for design or operative end result under any contract unless there is affirmatively stated on the obverse side of this Bid Contract, a direct undertaking on Seller's part so to do.
15. Seller may suspend further performance under this Bid Contract upon three (3) days written notice to the Buyer in the event the Buyer is in breach of this Bid Contract for breach other than non-payment. Notice need not be given if work is suspended due to non-payment or due to the failure of the Buyer to pay for change orders as provided herein. In the event Seller elects to suspend performance, Seller shall be entitled to remobilization costs, including profit and overhead, upon the Buyer bringing payments current or issuing proper change orders for extra work. Such costs will equal actual losses sustained by Seller in terminating and restarting work.
16. This contract is entered into upon the understanding that in the prosecution of any work herein specified Seller will be allowed sufficient time for the performance of said work on the basis of a normal eight-hour day, and in the event that Buyer or any subcontractor require Seller to perform such labor on an overtime basis, then such additional expense of every kind and character as Seller may be required to incur on account of said overtime labor, shall constitute an additional charge herein.
17. It is agreed that Buyer is to provide without cost to Seller, proper hoisting conveyances and scaffolding (including the use of engineer) at times so as to not delay Seller's part of the work, unless otherwise indicated in this proposal.
18. Any loss or damage to Seller's work, materials or equipment occurring at the site of the project occasioned by fire, flood, earthquake, windstorm, riot or civil commotion shall be protected by Builders Risk Insurance procured by the contractor or owner without cost to Seller and Seller shall receive a proportionate share of the amount of any payment loss under any such policy or policies according as Seller's interest may appear.
19. Notwithstanding any provision in the plans, specifications, contract between prime contractor and owner, general conditions, or any contract documents executed by and between contractor and owner having to do with the subject now stated, Seller shall not be liable for the cost of correcting defects occasioned by the acts or omissions of employees of other subcontractors, the prime contractor, owner or any segregated contractor, to work performed by Seller. Before Seller proceeds with any corrective work to repair such damage, the prime contractor, or other person contracting with Seller in this Bid Contract, shall give Seller an unqualified instruction to proceed with the work upon their responsibility to compensate Seller therefore as an extra.
20. The Seller expressly reserves the right to assign all or any portion of its rights and/or duties under this Bid Contract with or without notice to the Buyer herein.
21. In the event of a conflict between the terms and conditions of this Bid Contract and terms and conditions stated in the plans and specifications, or any other contract document, including the prime contract between owner and prime contractor, the terms of this Bid Contract shall govern.
22. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may, at its option, suspend work and deliveries under this contract until it has received full settlement or security for services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment, or give such security, then the full amount due under this contract at such time, for labor and material and/or equipment furnished shall immediately become due and payable and Seller shall have the right and the option to terminate this agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of the time fixed for the performance of this contract equal to the time of such suspension, shall automatically occur. If legal action is filed to effect collection of any sums due hereunder, Seller shall be entitled to reasonable attorney fees in addition to all other damages found to be due hereunder.