

**CITY OF TRACY
PUBLIC WORKS DEPARTMENT – UTILITIES DIVISION
NOTICE OF INVITING BIDS (NIB)
FOR
MODICON PROGRAMMABLE LOGIC CONTROLLERS REPLACEMENT
AND PROGRAMMING SERVICES AT THE WASTEWATER TREATMENT PLANT**



NIB ISSUED:
April 16, 2026

For complete information regarding this project, see NIB posted at www.cityoftracy.org/government/rfp-notices or contact the person listed below.

Thank you for your interest!

SUBMITTAL DUE:
May 13, 2026 at 1 p.m. (Pacific Standard)
Boyd Services Center
ATTN: Tu Nguyen, Management Analyst
520 S. Tracy Blvd
Tracy, CA 95376

For Questions, please email:
tu.nguyen@cityoftracy.org

**NOTICE INVITING BIDS
FOR
CITY OF TRACY
MODICON PROGRAMMABLE LOGIC CONTROLLER REPLACEMENT
AND PROGRAMMING SERVICES AT THE WASTEWATER TREATMENT PLANT**

NOTICE IS HEREBY GIVEN that the CITY OF TRACY (hereinafter "City") requests bid proposals for **MODICON PROGRAMMABLE LOGIC CONTROLLERS REPLACEMENT AND PROGRAMMING SERVICES AT THE WASTEWATER TREATMENT PLANT** and will receive proposals in the office of:

**BOYD SERVICE CENTER
ATTN: TU NGUYEN, MANAGEMENT ANALYST
520 S. TRACY BLVD (GATE 3), TRACY, CA 95376
UP TO 1:00 P.M. (PACIFIC STANDARD TIME), MAY 13, 2026**

1. The services to be performed by the successful Bidder are fully described in this Notice Inviting Bids (NIB). Additional copies of the NIB are available from the city website: [RFP Notices | City of Tracy, CA](#). The general scope of work includes providing all labor, equipment, materials, and programming expertise necessary for the removal, installation, integration, testing, documentation, and training required to complete the project. The existing Programmable Logic Controllers (PLCs) are Modicon PLC systems, and the City is transitioning to Schneider Electric M340 or M580 PLC platforms.
2. Any changes to the NIB will be posted on the City's website in the form of addendum. Bidders shall periodically check City's website at [RFP Notices | City of Tracy, CA](#) for any addenda issued for this request and acknowledge the inclusion in bid documents.
3. Two (2) copies and one USB drive of the bid proposal must be submitted and be clearly marked as follows:
"SEALED BID PROPOSAL FOR MODICON PROGRAMMABLE LOGIC CONTROLLERS REPLACEMENT AND PROGRAMMING SERVICES AT THE WASTEWATER TREATMENT PLANT- DO NOT OPEN WITH REGULAR MAIL."
4. The work contemplated by this NIB is a public work subject to prevailing wages under California Labor Code Section 1770 et. seq. The successful Contractor(s) will be required to pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations in effect on the date the work is performed.
5. All Bidders must provide a bid security in the amount of ten percent (10%) of the bid price.
6. All responsive bid packages shall be reviewed and evaluated by the CITY to determine which Bidder best meets the CITY's needs for this Project by demonstrating the competence and professional qualifications necessary for the satisfactory



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performance of the required services. The criteria by which the CITY shall evaluate bids are set forth in the Instructions to Bidders.

The City reserves the right to award the bid to a Bidder other than the lowest Bidder if it is deemed to be in the best interest of the City. The City also reserves the right to reduce the scope of work at any time and to reject any and all bids or waive any irregularities in any bid process.



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NOTICE INVITING BIDS MODICON PROGRAMMABLE LOGIC CONTROLLER REPLACEMENT AND PROGRAMMING SERVICES AT THE WASTEWATER TREATMENT PLANT

I. OVERVIEW

The City is soliciting bid proposals from qualified contractors to replace ten (10) existing Modicon Programmable Logic Controllers (PLCs) at various City facilities with Schneider Electric M340 or M580 PLCs. The replacement PLC systems shall be non-proprietary and based on open architecture utilizing industry-standard programming software. All systems shall be fully accessible to the City without restriction, ensuring long-term serviceability, maintainability, and the competitive procurement of future parts, programming services, and technical support. The Contractor shall provide all labor, equipment, materials, programming, integration, testing, documentation, and training necessary to complete the work.

The objective of this project is to improve system reliability, eliminate proprietary system constraints, and standardize the PLC platform across City-owned and operated facilities. Because the project sites are active and must remain operational to support the City's wastewater collection system and Wastewater Treatment Plant, the Contractor shall coordinate closely with City staff and schedule work to minimize operational disruptions.

All responses must conform to the requirements set forth in this Notice Inviting Bids (NIB). The City reserves the right to waive any irregularities, informalities, or errors in any submittal or throughout the NIB process. Furthermore, the City may reject any submittal that does not comply with the requirements of this NIB.

Any modifications to this NIB, including but not limited to changes in the scope of work, will be made only through a written addendum issued by the City. The selection of the successful Contractor will be made solely at the City's discretion, based on criteria determined to be in the City's best interest.

Based on the quality and competitiveness of the submittals received in response to this NIB, the successful Contractor will be required to enter into a General Services Agreement (GSA) with the City. This agreement will incorporate the requirements outlined in this NIB, along with the finalized scope of work. A sample agreement is provided as Attachment A.

By submitting a bid proposal, the Contractor agrees to all terms and conditions set forth in this NIB, unless specific exceptions are clearly stated in the submittal. The City reserves the right to enter into negotiations with the selected Contractor to consider any requested exceptions or modifications to the terms of the NIB.

Following a comprehensive evaluation of all submittals, City staff will contact the applicants deemed best suited to partner with the City. The City may conduct interviews with the top-ranked Contractor(s) to further assess qualifications and alignment with the City's needs.



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Based on the evaluation process, the City will identify the Contractor that is most qualified and best suited to perform the Services as defined in this NIB. The City may enter into negotiations with the selected Contractor to finalize terms and conditions.

The City reserves the right to reject any or all submittals, to waive any informality or irregularity in the submittal process, and to re-advertise this solicitation if deemed in the City's best interest.

Interested parties may obtain a copy of the NIB from the City website at www.cityoftracy.org/government/rfp-notices, request a copy by email by contacting Tu Nguyen at tu.nguyen@cityoftracy.org, or request the NIB by mail at: Public Works Department, 520 S. Tracy Blvd, Tracy, CA 95376.

II. ORGANIZATION BACKGROUND

The City of Tracy is a general law municipality located in San Joaquin County, positioned east of the Coastal Range that separates California's Central Valley from the San Francisco Bay Area. Strategically situated at the heart of a major transportation corridor, Tracy lies within a triangle formed by the convergence of three major interstate highways: Interstate 205 runs through the northern part of the city, Interstate 580 intersects the southwestern corner, and Interstate 5 is located just beyond the city's eastern boundary. Tracy is approximately 60 miles east of San Francisco and 68 miles south of Sacramento, offering convenient access to key regional destinations.

Historically rooted in railroad transit and agriculture, the City of Tracy has experienced significant regional growth over the past 30 years. This transformation has shaped Tracy into a dynamic, diverse, and engaged community—making it a highly desirable place to live, work, and play for residents of all ages and abilities.

Today, Tracy is home to an estimated population of approximately 98,000. While recent years have seen a surge in residential development, this growth is now being complemented by a wave of commercial expansion and ongoing infrastructure improvements, further enhancing the City's vitality and quality of life.

III. OPTIONAL PRE-BID SITE VISIT

Attendance at the site visit is optional. The site visit will consist of a visit to one (1) site only, out of the ten (10) total project sites. Contractors are responsible for arranging and covering their own transportation to and from the site, as well as during the visit.

To schedule a site visit, please email tu.nguyen@cityoftracy.org and provide three (3) proposed dates and times. Site visits must be completed no later than two (2) business days prior to the Questions Due date.

IV. SUBMITTAL / DELIVERY INFORMATION



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The City will accept submittals until **1:00 P.M. (Pacific Standard Time)** on **May 13, 2026**. Following the submission deadline, all proposals will be reviewed for completeness, qualifications, and alignment with the City's needs.

If deemed necessary, the City may schedule interviews with the most qualified Contractor(s) on **May 27, 2026**. However, the City reserves the right to forgo interviews if a clearly qualified Contractor is identified through the written submittals alone.

It is solely the Contractor's responsibility to ensure that their submittal is received by the City's Public Works Department prior to the deadline specified in this Notice Inviting Bids. Any submittal received after the stated date and time will not be considered for review and may be returned unopened at the City's discretion.

All submittals must be mailed or otherwise delivered to:

**Boyd Service Center
ATTN: Tu Nguyen, Management Analyst
520 S. Tracy Blvd
Tracy, CA 95376**

All questions regarding this NIB shall be directed to Tu Nguyen, Management Analyst via e-mail at: tu.nguyen@cityoftracy.org. The Contractor shall be responsible for the prompt delivery of the request. The City shall not be responsible for any explanation or interpretations of the NIB other than by written addendum, which shall be posted on the City's website. No oral interpretations of any provision in the NIB shall be binding upon the City.

V. FORMAT OF PROPOSALS

All proposals shall be typewritten or printed in ink clearly and legibly, in conformance with the Notice Inviting Bid (NIB) and submitted in a sealed envelope plainly marked on the outside: **"SEALED PROPOSAL FOR MODICON PROGRAMMABLE LOGIC CONTROLLERS REPLACEMENT AND PROGRAMMING SERVICES AT THE WASTEWATER TREATMENT PLANT– DO NOT OPEN WITH REGULAR MAIL."**

- Two (2) copies and one USB drive containing the bid proposal must be submitted to the City at the location, date, and time specified in the Notice Inviting Bids.
- Cost Proposal: One (1) copy of the Contractor's Cost Proposal shall be enclosed and submitted in a separate sealed envelope and must be entitled **"BID SCHEDULE – MODICON PROGRAMMABLE LOGIC CONTROLLERS REPLACEMENT AND PROGRAMMING SERVICES AT THE WASTEWATER TREATMENT PLANT – DO NOT OPEN WITH REGULAR MAIL."**

VI. CONTENTS OF BID PROPOSALS

Submittals should be brief and concise and will be reviewed and evaluated based upon the criteria identified below:



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1. **Cover Letter:** Provide an introductory letter with an understanding of the work to be performed and why the Contractor believes it is the best qualified to perform the services requested. Indicate the Management Contact (Representative authorized to sign an agreement on behalf of the Contractor) and Project Manager (person responsible for day-to-day management of the Project). The successful Contractor may change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City. Additionally, the letter shall state that the submittal is valid for 90 days.
2. **Company Information:** Provide information about the Contractor's organization, including such items as organization and ownership structure, history, experience, Contractor's license, and other credentials to demonstrate the ability of the Contractor to perform the requested Services. Contractor must indicate if they have been involved in litigation, had their license revoked, or have been terminated from a project.
3. **Project Team:** Provide the name, title, experience, qualifications, licenses, and discipline of the personnel who will be assigned to the Project, including any sub-contractors. Information should quantify by position the total number of employees anticipated to be assigned to the Project and include similar projects within the last ten (10) years, project size, and contract amount. Provide the resumes of the Management Contact (Representative authorized to sign an agreement on behalf of the Contractor) and the Project Manager (person responsible for day-to-day work on the Project) and any other key team members from various disciplines, including any sub-contractors.
4. **Examples of Work:** Provide descriptions, examples, and dollar amount of similar projects that the Contractor has successfully completed, with preference to those projects that have been completed within the past ten (10) years.
5. **References:** Provide a list of at least three (3) references who may be contacted to discuss their experience working with the Contractor on similar projects. Please provide contact information including organization, name, title, address, phone, email, project name, and date of completion. *Note: City of Tracy staff may not be used as references.
6. **Exclusions:** Identify any services that are specifically excluded from the Scope of Work that will likely be needed to complete a project of the desired scope and magnitude.
7. **Work Plan:** Identify approach, methodology, proposed timeline, and relevant issues for the Services. Describe in detail how the Contractor will accomplish the suggested scope of work that includes the tasks identified in this NIB.
8. **Cost of Services:** A cost proposal for the work shall be submitted separately within a sealed envelope, plainly marked, and shall include the following:

Fees paid to the Contractor will be on a time and materials basis up to the negotiated maximum amount per signed contract. Any extra work deemed necessary by the Contractor must be pre-approved and authorized by the City in writing. No payment will be made on any unauthorized work performed by the Contractor or sub-contractors.



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VII. INTERPRETATION OF PROPOSAL DOCUMENT AND ADDENDA

If discrepancies or omissions are found by any prospective Contractor or there is doubt as to the true meaning of any part of the NIB, written request for clarification or interpretation shall be submitted to City **no later than 1 p.m., April 27, 2026.**

Any clarification or interpretation of the NIB will be posted to the City's website in an addendum. Any change to the NIB shall be made by addendum and posted to the City's website.

The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addendum. A copy of each addendum will be posted to City's website. Any addenda so posted are to be considered a part of this NIB document. All addendums will be posted by **May 5, 2026.**

VIII. FORM OF AGREEMENT

Attachment A - Form of General Services Agreement as referenced in Section XVIII – Award of Agreement, of this NIB, will be used for the service contract. Only areas highlighted in the agreement will be updated. The attachment is the City's standard General Services Agreement; no other changes are permitted.

IX. RIGHT TO REQUEST ADDITIONAL INFORMATION

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from the Contractor(s). The City reserves the right to waive any irregularity, informality, or error in any submittal or in the NIB process or to reject any submittal which does not comply with this NIB. At the discretion of the City, Contractor submitting a response to this NIB may be requested to make oral presentations as part of the evaluation process.

X. RIGHT TO REJECT

The City reserves the right, at its sole discretion, to select or reject any or all submittals received pursuant to this NIB.

XI. PRE-CONTRACT COSTS

The City shall not be responsible for or liable for any pre-contract costs incurred by the Contractor responding to this NIB and/or participating in the selection process.

XII. PUBLIC RECORD

All submittals in response to this NIB will become the property of the City upon submittal and a matter of public record pursuant to applicable law.



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XIII. PROJECT BACKGROUND

The purpose of this project is to modernize outdated control equipment, improve overall system reliability, enhance operational performance, and ensure long-term maintainability and sustainability of the City's control systems, while eliminating reliance on proprietary control platforms.

The selected Contractor shall furnish and install Schneider Electric M340 or M580 Programmable Logic Controllers (PLCs) to replace the existing PLC systems. The replacement PLCs shall be non-proprietary and based on open architecture utilizing industry-standard programming software to ensure long-term serviceability, maintainability, and the competitive availability of replacement parts and technical support. The project includes providing all labor, materials, equipment, programming, integration, and technical expertise necessary to complete the upgrades.

XIV. USE OF SUB-CONTRACTORS

The City is committed to selecting an excellent Contractor that will provide high quality oversight and documentation for the Service. Should the use of sub-contractors be proposed by the Contractor, they shall be clearly identified and included as part of the submittal in response to this NIB.

XV. NO CONFLICT OF INTEREST

The selected Contractor shall not be a bidder, or perform work for any bidder, on any individual to this Project. Should there be a potential conflict of interest, the Contractor must identify and disclose such conflicts.

XVI. SCOPE OF WORK

A. General Requirement

- a. The Contractor shall furnish complete and fully functional PLC program files, source code, configuration files, and any required licenses, along with comprehensive system documentation to the City.
- b. All materials provided shall be delivered without password protection, encryption, or any other restrictions that would limit the City's ability to modify, maintain, troubleshoot, or expand the system.
- c. The City shall retain full ownership of all programming, source code, and documentation developed under this project to ensure long-term serviceability and the ability to obtain future support, replacement parts, and programming services through competitive sources.

B. PLC Replacement and Programming

- a. Contractor shall replace the PLCs identified in the bid documents. Replacement PLCs shall be Schneider Electric M340 or M580 models.
- b. Contractor shall:



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- i. Develop and program each new PLC to replicate the active functions of the PLC being replaced, excluding obsolete or unused functions.
- ii. Program new control functions associated with equipment installed as part of this project.
- iii. Install the new PLC and associated components within the existing control cabinet.
- iv. Modify and update existing SCADA screens to interface with the new PLCs and create new graphics for all newly installed electronic equipment associated with this NIB.
- v. Ensure all control logic and operational sequences mimic the existing system functionality unless otherwise approved by the City.
- vi. Tune all PID control loops to achieve optimal and stable system performance.
- vii. Perform a complete system checkout, including loop checks, point-to-point verification, and validation of all field signals.

C. List of PLCs to be replaced:

Modicon PLC Models	I/O Counts	Wonderware Application Tag Counts
2A	251	1053
2B	288	1012
3A	173	712
3B	297	996
4A	271	970
4B	242	770
5	221	684
6	153	996
7	46	211
8	20	83
Total	1962	7487

D. Warranty and Service

- a. Contractor shall provide a five (5) year warranty covering all parts and labor.
- b. During the warranty period, Contractor shall perform annual routine maintenance, including calibration, verification, and functional testing of all installed PLC equipment.

E. Spare Parts

- a. Contractor shall provide the following spare parts:
 - i. One (1) spare PLC processor (Schneider Electric M340, M580, or model matching installed unit).
 - ii. One (1) spare I/O module for each type of module installed.

F. Cleanup

- a. The job site shall be cleaned upon completion of work.
- b. Contractor may retain removed equipment and debris or present them to the City for disposal. If disposed of by the City, disposal costs shall be paid by the City.



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G. Training

- a. Contractor shall provide training to plant personnel regarding system changes and operational differences associated with the new PLC installation.

H. Documentation

- a. Contractor shall update all applicable drawings to reflect the new installation and provide both hard copy and electronic copies to the City.
- b. Contractor shall provide as-built drawings and a complete list of system passwords, IP addresses, and configuration information for all installed equipment.

I. Timing

a. Project Timeline

- i. The City and Contractor shall meet after the execution of Agreement but before the Notice to Proceed to discuss timeline for each replacement.
- ii. Contractor shall start work within 30 calendar days after receipt of Notice to Proceed.
- iii. If critical components are back-ordered more than thirty (30) days and unavailable from alternate suppliers, the Contractor may request a schedule extension. Such request must be submitted in writing within two (2) business days of discovering the availability issue.

b. Shutdowns and Operational Coordination

- i. PLC shutdowns and changeovers shall not exceed the maximum outage durations determined by City staff prior to replacement of each PLC.
 1. For example, one station may allow four (4) hours of downtime, while another may allow only two (2) hours.
- ii. If a facility cannot be fully shut down during replacement, the Contractor shall submit a written plan describing alternative methods for maintaining pump operation, wet well level control, or other necessary control functions. The plan must be reviewed and approved by City staff prior to commencement of work.
- iii. The Contractor shall submit a project schedule identifying anticipated disruptions to plant operations and maintenance activities.
- iv. Outages shall not exceed agreed-upon time limits. Equipment shall remain available for manual operation at all times.

XVII. REVIEW OF SUBMITTALS

After the responses are received and opened by the City, the City shall review and evaluate all submittals for responsiveness to the NIB to determine whether the Contractor possesses the professional qualifications necessary for the satisfactory performance of the services required. The City shall also investigate qualifications of all Contractor(s) to whom the award is contemplated, and the City may request clarifications directly from one (1) or more Contractor(s).



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If needed, submitting firms / teams may be invited to an interview / presentation, tentatively scheduled for **May 27, 2026**. Only the Project Manager and Key Team Members shall attend the interview / presentation, up to a maximum of five (5) people. The evaluation / interview panel may include representatives from the City, other agencies, or consultants, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and submittal preparation shall be borne by the Contractor. The City reserves the right to select a Contractor without an interview.

Once the top Contractor has been determined, City staff will start contract negotiations with the Contractor. If contract negotiations are not successful, the second ranked Contractor may be asked to negotiate a contract with the City, etc.

XVIII. AWARD OF AGREEMENT

Upon completion of the review period, the City shall notify the Contractor(s) whose submittal will be considered for further evaluation and negotiation. All Contractor's so notified may be requested to make oral presentations and negotiate in good faith in accordance with direction from the City. Any delay caused by Contractor's failure to respond to directions from the City may lead to a rejection of the submittal.

If the City determines, after further evaluation and negotiation, to award the Agreement, a General Services Agreement shall be sent to the successful Contractor for their signature. No submittal shall be binding upon the City until after the Agreement is signed by duly authorized representatives of both the Contractor and the City.

The City reserves the right to reject any or all submittals, and to waive any irregularity. The award of the Agreement, if made by the City, will be based upon a total review and analysis of each submittal.

Other Agreement requirements:

- In accordance with the agreement, contractor shall secure the appropriate business license from the City.
- All work shall be performed in compliance with California Prevailing wage requirements.
- Contractor shall comply and meet all insurance (and/or bond) requirements as indicated in the agreement.

XIX. TERM OF AGREEMENT

The term of this agreement shall commence **September 1, 2026, through August 31, 2029**. In the event that the City determines the Contractor(s) has satisfactorily performed all the requirements, and per the recommendation from the Director of Public Works, the City Manager may extend the Agreement for an additional two (2) years. Extensions may be eligible for pricing escalation and subject to negotiations – Contractor(s) shall propose terms they feel appropriate.



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XX. PROPOSED NIB SCHEDULE

- Release NIB: April 16, 2026
- Optional Site Visit: By appointment (one site only)
- Clarifying Questions Due: April 27, 2026 (1 p.m.)
- Addendum(s) Posted (if needed): May 5, 2026 (5 p.m.)
- Submittals Due: May 13, 2026 (1 p.m.)
- Anticipated Award Date: September XX, 2026



**SAMPLE GENERAL AGREEMENT
CITY OF TRACY
GENERAL SERVICES AGREEMENT**

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and _____ *[Complete name of legal business entity]*, a _____ *[Business status, such as a California corporation]* (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Contractor to perform XXX services OR provide XXX services; and

B. *[Include a brief description of the procedures that led up to the Agreement. If an RFP was issued, the Recitals should include the following general information: “On _____, the City issued a Request for Proposals (RFP) for the _____ [full project name and number] (Project). On _____, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the services.”]*

C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. 2024-____ approved by Tracy City Council on _____, 2024.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall perform the services described in Exhibit “A” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: _____ *[name of Representative]*. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit “A,” nor shall Contractor use or



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replace any subcontractors or subconsultants, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on _____ and end on _____, unless terminated in accordance with Section 6. *[OPTION TO EXTEND: This Agreement may be extended for an additional XX years by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.]*

3. Compensation. City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$_____. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval. *[If Agreement is fixed or lump sum, revise this section and 3.1 accordingly, and be sure Exhibit B is consistent].*

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.



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3.3 Payment. Within 30 days after the City’s receipt of invoice, City shall make payment to the Contractor based upon the services described on the invoice and approved by the City.

4. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor’s performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, “City” means the City, its officials, officers, agents, employees and volunteers; “Contractor” means the Contractor, its employees, agents and subcontractors; “Claims” includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.



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5.5 Endorsements. Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

5.5.2 For any claims related to this Agreement, Contractor’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor’s insurance and shall not contribute with it.

5.6 Notice of Cancellation. Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Contractor’s Obligation. Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days’ written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;



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7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. The services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

9. Ownership of Work. All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor’s services, or upon demand from the



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City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

10. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits.

11. Conflicts of Interest. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.

12. Rebates, Kickbacks, or Other Unlawful Consideration. Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

13. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

To Contractor:

[Insert information for both City and Contractor]

_____	_____
_____	_____
_____	_____
_____	_____



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With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

14.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

14.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

14.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14.4 Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

14.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

14.6 Compliance with the Law. Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

14.6.2 Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

14.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all



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requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

14.8 Business License. Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License. Contractor shall maintain an active City of Tracy Business License during the term of this Agreement.

14.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

14.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

14.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

14.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

15. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]



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The Parties agree to the full performance of the terms set forth here.

City of Tracy

[Insert name and title of City employee (or Mayor) authorized to sign this particular Agreement.]

By: _____
Title: _____
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Contractor

[Insert complete legal name of business entity, and business status such as a California corporation, limited liability company, etc.]

By: _____
Title: _____
Date: _____

Federal Employer Tax ID No. _____

[Note: Depending on type of entity, more than one signature may be required. See Instructions for Agreements §§A.5.c and C.2.b.]

By: _____
Title: _____
Date: _____

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)



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EXHIBIT A - Scope of Work

[Scope should address 1) who does the work (i.e. names of personnel performing work), if this important; 2) the work or tasks to be performed; and 3) any deadlines for work, if any]



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EXHIBIT B - Compensation

[If billing rate sheet includes an escalator clause or states that rates are effective to a certain date –then amend Section 3 to include escalator language]



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ATTACHMENT B

BID SCHEDULE

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead.

ITEM	ITEM DESCRIPTION	PLC REPLACEMENT MODEL (SCHNIEDER ELECTRIC M340 OR M580 OR APPROVED EQUIVALENT)	TOTAL PRICE FOR EACH PLC (INCLUDES LABOR, MATERIALS, ETC.)
1	PLC2A replacement		\$
2	PLC2B replacement		\$
3	PLC3A replacement		\$
4	PLC3B replacement		\$
5	PLC4A replacement		\$
6	PLC4B replacement		\$
7	PLC5 replacement		\$
8	PLC6 replacement		\$
9	PLC7 replacement		\$
10	PLC8 replacement		\$
		Total	\$

(If additional lines are required, Bidder can submit additional pages.)



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SIGNATORY AUTHORITY

Bidder shall provide the City with its signatory authority's name(s), title(s), and email address(es), who are authorized to sign a binding contract with the City on the behalf of its business. Bidder must also be in good standing with the California Secretary of state before they can enter into contracts. Bidder shall submit this information to the City.

Check One	Business Entity	Name/Title/Email Address
<input type="checkbox"/>	Corporation - one officer on the operation side and one from the finance side	
<input type="checkbox"/>	Limited Liability Company (LLC) – at least one managing member should sign as a managing member.	
<input type="checkbox"/>	Partnership – a general partner must sign as a general partner.	
<input type="checkbox"/>	Owner/Sole Proprietor – the owner must sign as either owner or sole proprietor.	