

AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES ("Agreement") is made _____, 20__ between JAM SERVICES, INC. ("Contractor"), whose address is 958 E. AIRWAY BOULEVARD, LIVERMORE, CA 94551, and telephone number is (925) 455-5267 and the City of Stockton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Goods to be provided and services to be performed. Contractor shall provide the goods and perform the services as set forth on the attached Exhibit A incorporated herein by reference Contractor shall begin providing the goods/performing the services by May 19, 2015 and complete providing the goods/performing the services by June 2, 2015 provided, however, the parties may agree to change the beginning or ending date(s).
2. Compensation. For the goods and services under this Agreement, City shall pay Contractor the sum of \$420,482.76.
3. Method of Payment. City shall pay Contractor within 30 days from the date Contractor's invoices are approved by the City Manager. Contractor shall submit monthly invoices.
4. Maintenance. Contractor shall maintain the goods as set forth in Exhibit A at a cost as set forth in Exhibit A. Contractor shall respond to calls for required maintenance from City Public Works Department personnel within 24 hours of the call. If Contractor is unable to resolve routine maintenance issues by phone within 48 hours, Contractor shall provide to City Public Works Department personnel a resolution report indicating how and when the Contractor intends to resolve the issue.
5. Warranty. Contractor warrants that for ten (10) years the goods installed shall be free of defects in materials and workmanship. The ten (10) year period shall begin upon the date the City Public Works Department provides in writing to Contractor acceptance of the goods. The warranty under this section shall provide coverage equal to or greater than those warranties that are customary in the industry and, at a minimum, include all parts and labor.
6. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and employees, agents and volunteers, against any and all claims, costs, demands, causes of action, suits, losses, and expense, including attorneys fees, arising from or out of acts or omissions of Contractor, its officials, employees, agents or sub-contractors, in connection with the goods and services that the Contractor is to provide/perform under this Agreement, except where caused by the active or sole negligence of City, or City's willful misconduct.

7. Business License. Prior to its execution of this Agreement, Contractor shall obtain a City business license.
8. Audit. City reserves the right to periodically audit all charges for good and services provided by Contractor.
9. Ownership of Goods. All goods accepted by the City shall be the property of the City.
10. Changes to the Agreement. This Agreement may not be modified except in writing by both parties.
11. Applicable Law. This Agreement shall be governed by the laws of the State of California and venue for any action brought in state court shall be in the Superior Court, County of San Joaquin, Stockton Branch or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.
12. Non-Assignability. Contractor shall not assign or transfer this Agreement or any interest or obligation in this Agreement without the prior written consent of the City and then only upon such terms and conditions as City may set forth in writing.
13. Notices. All notices herein required shall be in writing and shall be sent certified or registered mail, postage prepaid, addressed as follows:

To Contractor:	Jeff Momaney, President JAM Services, Inc. 958 E. Airway Boulevard Livermore, CA 94551	To City:	City Manager City of Stockton 425 N. El Dorado Street Stockton, CA 95202
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14. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State and Municipal laws, rules and ordinances. Contractor shall not discriminate in the employment of persons or in providing services under this Agreement on the basis of any legally protected classification including race, color, national origin, sex or religion of such person.
15. Miscellaneous Provisions.
 - a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided/services provided when notice is received.
 - b. Contractor shall not assign or transfer this Agreement.
 - c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of an independent contractor and not as an employee of the City for any purpose.
 - d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

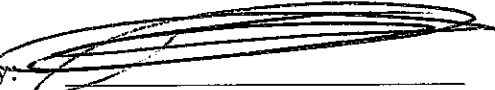
e. This Agreement constitutes the entire understanding of the parties.

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

CITY OF STOCKTON

CONTRACTOR

City Manager

By: 
Signature

Jeff Momaney

Print name

ATTEST:

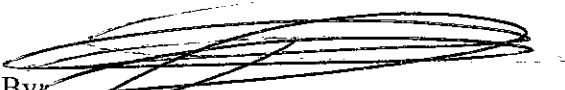
City Clerk

Title: _____ President

*[If Contractor is a corporation, signatures must ,
comply with California Corporations Code §313]*

APPROVED AS TO FORM:

City Attorney

By: 
Signature

Jeff Momaney

Print name

Title: _____ President

EXHIBIT A

JAM SERVICES, INC.

958 E. Airway Blvd
LIVERMORE, CA 94551

Telephone (925) 455-5267
Fax (925) 455-5348

PRICE QUOTATION JK010915A

SUBJECT: City of Stockton- Leotek LED Luminaires [Phase 2]
BID DATE: 1/9/15 REVISED 3/12/15
ATTN: Jodi Almassy

JAM Services is pleased to provide the following price quotation for the subject project

[1,475] EC3-10M-MV-NW-2-GY-530-WL [150W EQUIVELANT]
UNIT PRICE\$ 183.00 TOTAL PRICE\$ 269,925.00

[633] EC3-10M-MV-NW-2-GY-700-WL [200W EQUIVELANT]
UNIT PRICE\$ 183.00 TOTAL PRICE\$ 115,839.00

TOTAL PRICE\$ 385,764.00
TAX 9.0% \$34,718.76
GRAND TOTAL PRICE\$ 420,482.76

*FREIGHT INCLUDED
*REVISED PER MANUFACTURE REVISED PRICING

If I can be of further assistance, please contact me at
925-455-5267.

Thank you,
Julie Kokanour
Purchasing manager
JAM Services, Inc