



**REQUEST FOR PROPOSAL
TRAFFIC SIGNAL MAINTENANCE SERVICES**

Date Released: March 31, 2015

**Town of Paradise
Public Works Department
5555 Skyway
Paradise, CA 95969**

Proposals are due prior to 4:00 P.M., April 28, 2015

Table of Contents

SECTION 1 - REQUEST FOR PROPOSAL..... 3

SECTION 2 - BACKGROUND 5

SECTION 3 - SCOPE OF SERVICES 6

SECTION 4 - CONTRACTOR QUALIFICATIONS & CONDITIONS..... 8

SECTION 5 - PROPOSAL REQUIREMENTS 11

SECTION 6 - EVALUATION CRITERIA..... 12

APPENDIX A – PREVENTATIVE MAINTENANCE SCHEDULE 13

APPENDIX B – CONTRACT INITIATION TASK LIST 16

APPENDIX C – MAINTENANCE LOCATIONS 17

APPENDIX D – PROPOSED CONTRACT AGREEMENT 18

SECTION 1 - REQUEST FOR PROPOSAL

The Town of Paradise is requesting proposals to enter into a one (1) year agreement with up to four (4) one (1) year extensions not to exceed five (5) years with a properly licensed contractor to provide traffic signal maintenance and on-call emergency services for 15 Town owned traffic signals located throughout Paradise.

The proposals submitted in response to this Request for Proposals (RFP) will be used as a basis for selecting the contractor for this project. The contractor's proposal will be evaluated and ranked according to the criteria provided in the "Evaluation Criteria" section of this RFP.

Examination of Sites of Work, Scope of Work, and Contract:

The contractor shall examine carefully the sites of the work contemplated, the scope of work, and the proposal and contract forms. The submission of a proposal shall be conclusive evidence that the contractor has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the materials to be furnished, and the requirements of the proposal and contract.

Addendums:

Addenda to this RFP, if issued, will be sent to all prospective contractors to whom the Town has specifically mailed a copy of the RFP to and will be posted on the Town's website at: [Town of Paradise - Bid Notices](#)

It shall be the contractor's responsibility for checking the Town's website to obtain any addenda that may be issued.

Proposal Submission:

The contractor's attention is directed to the "Proposal Requirements" section of this RFP.

One (1) electronic copy and four (4) hard copies of the proposal shall be submitted in a sealed package clearly marked "Traffic Signal Maintenance" to the Town of Paradise prior to 4:00 p.m., April 28, 2015 addressed as follows:

Marc Mattox
Public Works Director / Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

Late Proposals:

Proposals received after the time and date specified above will not be considered and will be returned to the contractor.

Proposal Withdrawal:

Any proposal received prior to the time and date specified above may be withdrawn or modified by written request of the contractor. To be considered, however, the modified proposal must be received prior to 4:00 P.M., April 28, 2015.

Rejection of Proposal:

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective contractor will be rejected.

Rights Reserved:

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the Town to do so. Furthermore, a contract award shall not be made based solely on price. Town reserves the right to waive non-material provisions on a proposal

The prospective contractor is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Town.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

A sample Professional Services Agreement is included as an Attachment to this Proposal request. Proposals shall confirm that the prospective contractor has reviewed the sample agreement and shall include any concerns or changes the prospective contractor may wish to voice, as well as any requirements the prospective contractor will be unable to satisfy regarding the agreement. In particular, please review the insurance requirements specified in the Professional Services Agreement.

Inquiries:

For inquiries regarding this contract, please contact Marc Mattox, (530) 872-6291 x125, mmattox@townofparadise.com.

Compliance with Laws:

All proposals shall comply with current federal, state, and other laws relative thereto. Contractor further agrees that the services proposed comply with all applicable Federal and State Occupational Safety and Health laws, standards for regulations, and that contractor will indemnify and hold the Town harmless for any failure to conform.

SECTION 2 - BACKGROUND

The Town of Paradise is requesting the services of an electrical contracting firm that specializes in providing traffic signal, emergency repairs, non-emergency routine preventative maintenance, and scheduled repairs, including new equipment upgrades and installation work and ad hoc electrical work billed on a time and materials basis. Town of Paradise Public Works is responsible for the operation and maintenance of 15 traffic signals throughout the Town of Paradise.

The Traffic Signal Maintenance contract will be for an initial one (1) year period with up to four (4) one-year extensions at the Town's discretion.

Proposals will be evaluated and ranked by staff. Based upon the rankings, Town of Paradise will attempt to enter into a contract with the highest ranked Contractor.

SECTION 3 - SCOPE OF SERVICES

General:

The Contractor is to include in the proposal a list of all activities that will be performed during the monthly, bi-annual, and annual scheduled maintenance. The Contractor shall provide and maintain emergency service response for the Town's traffic signals on a twenty-four (24) hour a day, seven (7) days per week basis.

Typical equipment includes:

(12 Signals) Model 170E Controller with Bi Tran Systems Program 200CA Local Intersection Program in a Model 332 Controller Cabinet. Several signals operate a C-7 program or 233 program.

(3 Signals) Model 2070L Controller with Naztec Apogee Local Intersection Program and Garmin GPS-16A time source receiver in a Model 332 Controller Cabinet.

All traffic signals utilize loop detection. Equipment varies at each site; Contractor is to verify site and equipment conditions prior to proposal submittal.

Scheduled Preventative Maintenance:

See Appendix A of this RFP for detailed description of preventative maintenance activities expected of Contractor.

Scheduled Repairs:

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. Contractor is to provide the Town with a list of items recommended for corrective action. Repair work will be performed by the Town or by the contractor at the Town's discretion. All replacement parts must be equal or equivalent to existing equipment. All repair work including parts and installation must be approved by the Town prior to proceeding. Approved work will be paid for on a time and materials basis per the fee schedule submitted by the contractor.

Typical repair work includes but is not limited to the following elements:

Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, Emergency Vehicle Detection Equipment, etc.

No permanent change shall be done without prior approval of the Town. Whenever equipment is removed, the Town representative shall be notified by phone and email within twenty-four (24) hours, except weekends and holidays (where the firm shall wait until the next calendar day to notify the Town representative).

When entire parts or equipment become obsolete or are deteriorated beyond repair, report such conditions to the Town and provide satisfactory evidence that replacement is necessary.

Should replacement of a controller be required, the serial number of any unit removed will be recorded and the removed unit should be delivered to the Town Public Works Corporation Yard.

The Town may request that the Contractor perform Unscheduled and Emergency Response Work on the traffic signal system not covered by preventative maintenance and scheduled repair. This work shall be performed on a time and materials basis in accordance with the unit costs provided in the Contractor's proposal or by a negotiated cost.

Underground Service Alert Locating Services:

Contractor shall provide USA locating services to the Town upon request. Payment for locating signal loops and conduits will be made either by the requesting party or the Town of Paradise at a time and materials basis in accordance with the unit costs provided in the Contractor's proposal.

Maintenance Records:

Contractor shall maintain an inventory list of the equipment in the controller cabinet at each location. The inventory should include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the Town every six (6) months in a Microsoft Excel spreadsheet.

Monthly Activity Report:

The Contractor shall provide a computerized monthly activity report to the Town by the fifteenth (15) working day of each month for the previous month. The monthly report shall be sent via regular mail and email to the Town with the monthly invoice. No payment will be made without submittal of the report. The report shall include Unscheduled and Emergency Response Work; Scheduled Repairs; and Preventative Maintenance. Note: All data gathered and stored by the Contractor while under contract with the Town is the property of the Town. In the event that the Town no longer contracts with the Contractor, full data records will be given to the Town in an electronic format.

SECTION 4 - CONTRACTOR QUALIFICATIONS & CONDITIONS

Qualifications of Employees:

A Contractor must have on-staff, certified personnel with the following qualifications:

1. A minimum of two (2) Level Two technicians with certification by the International Municipal Signal Associations (IMSA) with at least three (3) years of experience in traffic signal repairs.
2. Familiarity with programming and repair of all traffic signal controllers;
3. Proficient in programming of conflict monitors (CMU) and malfunction management units (MMU);
4. Familiarity with basic traffic signal timing principals;
5. Proficient with all types of detection systems; loops and wireless.
6. Familiarity with hardwire and wireless communications technology including troubleshooting, installations and adjustment of external and internal modems;
7. Familiarity with various battery backup systems to include installation, programming and testing procedures, and maintenance;
8. Ability to perform cabinet modifications and up-grades as required by the Town;
9. Technician(s) shall be available by phone 24-hours a day for emergency work.

The submitted proposal shall identify by name the certified personnel who will be available and would be assigned to provide traffic signal maintenance services to the Town.

Safety:

The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations.

In the event unsafe work is observed by Town staff or otherwise reported, the Public Works Director or her designee may at his discretion order contractor to stop performing work and pay all costs and or damages resulting from the delay.

Prevailing Wages:

Contractor shall abide by the requirements set forth under Section 1773 of the Labor Code of the State of California for prevailing wages.

Underground Service Alert:

Underground Service Alert (1-800-227-2600) shall be notified by the Contractor 48-hours in advance prior to any excavation work.

Traffic Control:

Traffic control shall be set up at all work sites per Caltrans Standard Specifications and Standard Plans by the contractor as outlined in the Work Area Traffic Control Handbook.

Response to Calls and Emergency Situations:

A 24-hour emergency phone number and name of two (2) contact individuals shall be provided by the Contractor to the Town. In the event of an emergency, these individuals shall be able to be contacted seven days per week, 24-hours per day. The Contractor shall respond immediately within two and one half (2.5) hours to any inquiries, telephone calls, and emergency situations emanating from Town staff.

Should the Contractor fail to respond to emergency situations within two and one half (2.5) hours, the Town will, at its sole discretion, correct or have corrected the emergency. Any additional costs incurred by

the Town due to the Contractor's failure to respond will be subtracted from the Contractor's monthly compensation.

Contract Term & Invoice Requirements:

It is the intent of the Town to contract for traffic signal maintenance services presented herein for a term of one (1) year with up to four (4) one (1) year extensions not to exceed a total of five (5) years, subject to the satisfactory negotiation of terms including a price acceptable to the Town and the successful bidder and the annual availability of funding.

Payment:

The Contractor shall submit monthly invoices for the routine traffic signal preventative maintenance work that will be issued against the yearly contract. The Contractor shall also submit invoices for any additional work done during that month, preferably a separate invoice from the monthly maintenance invoice. Invoices shall be mailed, in triplicate, to the Town of Paradise – Attention: Public Works Department.

Any work performed in addition to the scheduled preventative maintenance is to be approved by the Town prior to commencement of work. Payment for approved additional work will be made in accordance with approved time and materials rates.

Payment is due by the Town 30 days from the acceptance of an invoice.

Contractor Negligence:

Any damage to the Town's property resulting from Contractor's negligence shall be corrected at no additional cost to the Town.

Non-Discrimination/Harassment/Retaliation:

The Contractor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Contract or any applicant for employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

It is the policy of the Town of Paradise that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his or her race, color, religion, sex, national origin, age, marital status, ancestry, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied the benefits of or be subjected to discrimination, harassment, or retaliation under any program, activity or hiring practice.

Termination for Cause:

In the event the Contractor fails to perform the scope of work, as determined solely by the Town, the Town may terminate the contract without penalty and be relieved of any further consideration to the Contractor. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of Town liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the Town prior to termination.

Termination for Convenience:

Town may terminate the contract at any time without cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days prior to the effective date of such termination. If the Town terminates the contract for convenience, contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

Pricing:

Only those charges that are identified in the Proposal and agreed upon by the Town will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. Contractor may request an annual increase in charges for any extensions of the contract, provided that request is justified and proposed increases do not exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. The comparison month used will be based upon the third month prior to the month that the contract is awarded. For example, if the contract is awarded in November, the month used for the basis of the CPI comparison will be August. Under no circumstances shall adjustments exceed five (5) percent per each one (1) year extension.

If Contractor proposes to increase fees, a written notice shall be provided a minimum of thirty (30) days prior to the termination of the then current contract.

SECTION 5 - PROPOSAL REQUIREMENTS

Proposals shall contain the following information:

Introductory Letter:

The introductory letter shall be addressed to:

Lauren Gill
Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969

Capability and Experience of Contractor:

In addition to acknowledging the entire scope of work, Contractor shall provide the following information:

- Specify the resources the contractor will dedicate to the scope of work identified in this RFP.
- Provide a detailed organizational chart depicting the Contractor's hierarchy, each position and number of positions by job classification, who they report to, different crews, etc.
- Present job qualifications of key contract staff including general manager, superintendent, supervisor, pesticide operators, and lead maintenance workers.
- Detail training and safety precautions taken to perform the scope of work identified in this RFP.

Past Performance:

Contractor shall provide a written description of past performance on contracts of similar size and scope including such factors as reliability, adherence to specifications, compliance with contract terms and conditions, and how requests for extra work were addressed.

Contractor shall also include in their proposal a list of at least four (4) organizations which can be used as references for performance of similar services. Bidders shall endeavor to include references from public sector agencies. References shall include the customer name, contact person, phone number, and dates that similar services were performed. References will be checked to determine the quality of work performed and personnel assigned to the job.

Fee Schedule:

Contractor shall submit a fee schedule shall be presented for the scope of work items as follows:

1. Monthly per intersection costs (includes monthly, bi-annual, and annual inspections, reports and other stated items of work)
2. One-time, contract initiation task list (lump sum)
3. Current billing rates for employees and services proposed to be used for emergency work or non-maintenance repairs

Conflict of Interest Statement:

The Contractor shall disclose any financial, business or other relationship with the Town that may have an impact upon the outcome of the contract. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract.

The Town will enter into a contract with the firm that will provide the best combination of lowest cost, defined work scope, and availability to complete the required services.

SECTION 6 - EVALUATION CRITERIA

Evaluation Methodology:

A review committee selected by Town staff shall use a point formula to evaluate each proposal. Each member of the review committee will first score each proposal by the criteria described below. The review committee will then meet to compare and discuss the evaluations and combine the individual scores to determine a composite score for each proposal.

The review committee will evaluate and rate the proposals based on the evaluation criteria below:

<u>Evaluation Criteria</u>	<u>Maximum Score</u>
Compliance with the Request for Proposals	5 points
Capability and Experience of Contractor	30 points
Past Performance	20 points
Reference Checks	10 points
Cost for services and extra work	<u>35 points</u>
Total:	100 points

Contract Award:

Contract award will be made to the contractor deemed to be the most responsive, responsible, and experienced, who displays the qualifications best corresponding with the Town's interests, and possesses the means to fully and faithfully execute the scope of work specified. The Town shall be the sole judge of whether or not a contractor meets these requirements.

The review committee will make a recommendation of award to the Town Council.

Disqualification:

A contractor may be disqualified for any of the following without further consideration:

- Incomplete proposal
- Lack of experience, responsibility as shown by past work, references, or other factors, and license or certificates
- Default or termination of other contracts
- Omission, inaccuracy, misstatement, or failure to file all required documents
- Other causes as the Town deems appropriate at the Town's sole discretion

APPENDIX A - PREVENTATIVE MAINTENANCE SCHEDULE

The Town requires that the Contractor perform preventative maintenance on all traffic signal equipment and various traffic control devices.

A traffic signal includes, but is not limited to: traffic signal controller and cabinet and all appurtenant equipment, service cabinet, pedestrian and vehicle signals, detector systems, wireless communications equipment, traffic signal communications equipment, emergency vehicle preemption system, uninterrupted power supply system, intersection safety lighting, and radar speed signs related to traffic signal operations.

Typical equipment includes:

(12 Signals) Model 170E Controller with Bi Tran Systems Program 200CA Local Intersection Program in a Model 332 Controller Cabinet. Several signals operate a C-7 program or 233 program.

(3 Signals) Model 2070L Controller with Naztec Apogee Local Intersection Program and Garmin GPS-16A time source receiver in a Model 332 Controller Cabinet.

All traffic signals utilize loop detection. Equipment varies at each site; Contractor is to verify site and equipment conditions prior to proposal submittal.

The Contractor shall use a Windows-based computerized maintenance and inventory management system to record all work done as outlined in the Scope of Work. The Preventative Maintenance database shall be continually updated. The Town shall have access to the database as well as have an updated hard copy of the database provided to the Town monthly if requested.

Upon completion of each Preventative Maintenance inspection detailed in this schedule, the contractor shall supply a computerized report to the Public Works Department itemizing each check performed and the result of that check and inform the Town of any corrective actions needed.

The Contractor shall also provide a computerized monthly report to the Town Engineering Division of the Public Works Department by the fifteenth day of each month that summarizes the pending repair work needed at each intersection. This report shall be broken down by intersection and be separate from the Preventative Maintenance Report.

NOTE:

Where systems or equipment do not exist or are non-functioning, make a note and notify the Town. Services for Monthly, Bi-Annual, and Annual preventative maintenance visits shall be approved by Town staff prior to scheduling by the Contractor. The Contractor shall notify Town staff on a weekly basis of their planned activity within the Town.

Monthly Preventative Maintenance

The contractor shall perform the following inspections:

1. Controller Cabinet
 - Test and Check ground fault receptacle
 - Observe the general appearance of the cabinet, noting any rust or other signs of deterioration and complete/recommend repair work if needed
 - Inspect door gasket condition
 - Inspect door lock operation
 - Operate and inspect ventilation fan and cabinet light (where applicable)
 - Inspect for pests in cabinet
 - Visually inspect all relays, photocells, cabinet locks, cabinet fans, switches and make routine adjustments

- Move the fan thermostat setting and determine if fan is operable. Return thermostat to proper setting
- 2. Signal Controller
 - Visually inspect signal controller and controller cabinet components for proper operation and recommend repairs/replacements as necessary
 - Check timing of individual signal phases. Contractor shall notify engineer immediately of any operational issue or difference between the timing sheet to the actual timing operating in the controller. The contractor shall not make any timing changes unless it is a matter of public safety or is needed for the proper operation of the traffic signal.
- 3. Signal & Pedestrian Heads
 - Visually inspect all vehicular signals for proper operation
 - Report burnt out or flickering indications
 - Walk intersection and visually inspect all signal heads including backplates, visors and indications for proper operation and alignment. Report all broken parts, align signal heads and adjust all mast arm signs as necessary
 - Check that all pedestrian signals are in good condition and aimed properly. Make adjustments as necessary.
- 4. Pedestrian Push Buttons
 - Actuate each button for proper operation. Visually inspect and note condition. Report any broken or defective pedestrian push buttons.
 - Check all signals are in good condition and properly positioned (where applicable)
- 5. GPS System
 - Visually inspect cables, antenna, and other hardware and recommend repairs as needed
 - Confirm GPS communication with correct date/time
- 6. Battery Backup Systems
 - Test battery backup system
- 7. Miscellaneous
 - Visually inspect other signal hardware
 - Report all deficiencies
 - Check operation of flashing beacons at signalized intersections to ensure proper operation

Bi-Annual Preventative Maintenance

In addition to the monthly maintenance report, the Contractor shall submit a report that will include all of the following elements.

1. Detectors and Loops
 - Visually inspect for exposed wires, cracks, and/or pot holes and recommend repairs or replacement as needed
 - Check and tune detector amplifiers
2. Controller Cabinet
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents; includes removing, cleaning, and replacing cabinet air filters.
3. Battery Backup Systems
 - Test battery charge and report if replacement is needed
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents
4. Controller Cabinet
 - Check wire schematics and records to make sure they are in the cabinet. Notify the Town if they are not present

- Inspect terminal blocks and tighten as needed
- Lubricate hinges and lock
- 5. Signal Heads
 - If visual inspection warrants, clean and polish signal lenses and reflectors
 - Align signal heads as needed
- 6. Miscellaneous
 - Adjust all mast arm mounted street name signs as needed
 - Check condition of paint (frameworks, heads, cabinet, poles, and other appurtenances) and make recommendation for repainting as needed.
 - Check cabinet inventory list and update as needed. Provide an electronic copy to the Town.

Annual Preventative Maintenance

In addition to the monthly and Bi-annual maintenance, the Contractor shall conduct and submit a report that shall include all of the following elements within the first two (2) months of the start of each contract period:

1. Signal System Assessment
 - Perform conflict monitor test and submit printout
 - Check for water accumulation and reseal ducts
2. Night Inspections
 - Walk intersection and check for proper visibility and operation of traffic signal heads, pedestrian signal heads and flashing beacons
 - Check operation of safety lighting and recommend repairs and replacements to the Town as needed.
3. Emergency Vehicle Pre-Emption
 - Actuate preempt to check operation with Emergency Vehicle Pre-emption Emitter and recommend repairs as needed
 - Check the mounting of each detector head and adjust/tighten the mounting, as required
4. Signal Heads
 - Check the mounting of each signal head and adjust/tighten the mounting, as required
5. Miscellaneous
 - Check any other equipment utilized during the term of the Agreement but not specifically listed
 - Tighten anchor bolts
 - Emergency preemption detection lenses must be cleaned/polished and aligned
 - Megger test all loops and make recommendations
 - Load test all Battery Backup System batteries
 - Replace lithium batteries on PROM module, if equipped, every two years

APPENDIX B – CONTRACT INITIATION TASK LIST

Upon commencement of the contract, the Contractor shall undertake a signal programming standardization task list. These one-time items of work shall be performed within the first three months of the contract. Payment for this work will be per lump sum price provided in the proposal fee schedule.

Task	Description
01	Upgrade all non-2070 controllers to a standard Program 233, Intersection Control Software
02	Perform a cabinet inventory of all equipment at each signalized intersection
03	Download all signal timing inputs for each signalized intersection and deliver to the Town in an electronic format. Town will review all timing specification and make edits, as necessary
04	Upload all changes to timing schedule, as necessary to each signalized intersection
05	Download all final signal timing inputs and deliver two binders, tabulated by intersection, complete with each signal's inventory and timing sheets. Town will insert copies of 11x17 signal as-builts and deliver a complete set back to the Contractor for their records.

APPENDIX C – MAINTENANCE LOCATIONS

ID	Location	Special Notes
1	Skyway at Neal Road	2070 Controller w/ GPS
2	Skyway at Pearson Road	2070 Controller w/ GPS
3	Skyway at Elliott Road	2070 Controller w/ GPS
4	Skyway at Oliver Road	C-7 Program to be upgraded to 233
5	Skyway at Maxwell Drive	C-7 Program to be upgraded to 233
6	Skyway at Bille Road	
7	Skyway at Wagstaff Road	C-7 Program to be upgraded to 233
8	Skyway at Clark Road	
9	Clark Road at Wagstaff Road	
10	Clark Road at Bille Road	C-7 Program to be upgraded to 233
11	Clark Road at Central Park Drive	C-7 Program to be upgraded to 233
12	Clark Road at Elliott Road	C-7 Program to be upgraded to 233
13	Clark Road at Nunneley Road	
14	Pearson Road at Recreation Drive	
15	Pearson Road at Black Olive Drive	

APPENDIX D – PROPOSED CONTRACT AGREEMENT

**AGREEMENT FOR PROFESSIONAL SERVICES
TRAFFIC SIGNAL MAINTENANCE SERVICES**

ARTICLE I INTRODUCTION

A. This contract is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONTRACTOR" is as follows:

Contractor Name

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONTRACTOR" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

Town of Paradise

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONTRACTOR's Cost Proposal dated (DATE). The approved CONTRACTOR's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONTRACTOR agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the CONTRACTOR's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONTRACTOR. The CONTRACTOR will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONTRACTOR
- D. CONTRACTOR and the agents and employees of CONTRACTOR, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONTRACTOR, LOCAL AGENCY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.
- F. Without the prior written consent of LOCAL AGENCY, this contract is not assignable by CONTRACTOR either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONTRACTOR as provided in this contract, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. CONTRACTOR shall complete the following task list as referenced in the CONTRACTOR's Proposal dated MMMM DD, YYYY, attached as Exhibit A, and as further described in the list below:

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on MMMM DD, YYYY, contingent upon approval by LOCAL AGENCY, and CONTRACTOR shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall be for one year and may be extended for one year terms with up to four extensions not to exceed a total of five years, subject to the satisfactory negotiation of provisions, including a price acceptable to the Town and the successful bidder and the annual availability of funding.
- B. CONTRACTOR is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The CONTRACTOR shall receive a one-time payment for the Contract Initiation Task List shown in Exhibit A and pursuant to the CONTRACTOR'S Proposal dated MMMM DD, YYYY. A final fee schedule is shown in Exhibit B of this Agreement.
- B. In consideration for furnishing said labor, materials and equipment, pursuant to the preventative maintenance schedule shown in Exhibit A, CONTRACTOR shall receive from LOCAL AGENCY the sum of \$AMOUNT per month for each signalized intersection, pursuant to the CONTRACTOR'S Proposal dated MMMM DD, YYYY. A final fee schedule is shown in Exhibit B of this Agreement.
- C. In consideration for furnishing said labor, materials and equipment pursuant to Response Maintenance, Scheduled Repairs or Emergency Work, when such repairs are necessitated by obsolescence, failure, accidental damage such as collision, acts of God, vandalism and pavement failure, Contractor shall receive, in addition to the monthly sum specified above, a per call amount based upon the invoice cost time and materials pursuant to the CONTRACTOR'S Proposal dated MMMM DD, YYYY. A final time and materials rate schedule is provided in Exhibit B of this Agreement.
- D. CONTRACTOR shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- E. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Marc A. Mattox
Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

- F. Only those charges that are identified in the Proposal and agreed upon by the LOCAL AGENCY will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. CONTRACTOR may request an annual increase in charges for any extensions of the contract, provided that request is justified and proposed increases do not exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. The comparison month used will be based upon the third month prior to the month that the contract is awarded. For example, if the contract is awarded in November, the month used for the basis of the CPI comparison will be August. Under no circumstances shall adjustments exceed five (5) percent per each one (1) year extension.
- G. If CONTRACTOR proposes to increase fees, a written notice shall be provided a minimum of thirty (30) days prior to the termination of the then current contract.

ARTICLE VI TERMINATION

- A. Termination for Cause: In the event the contractor fails to perform the scope of work, as determined solely by the Town, the Town may terminate the contract without penalty and be relieved of any further consideration to the CONTRACTOR. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of Town liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the Town prior to termination.

- B. Termination for Convenience: Town may terminate the contract at any time without cause by giving specific written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days prior to the effective date of such termination. If the Town terminates the contract for convenience, contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE IX DELETED

ARTICLE X COST PRINCIPLES

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONTRACTOR warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and

other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII EXTRA WORK

At any time during the term of this contract, Local Agency may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of CONTRACTOR's services, but which the parties did not reasonably anticipate would be necessary at the execution of this contract. CONTRACTOR shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

ARTICLE XIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONTRACTOR.
- B. Not later than 30 days after completion of all work under the contract, CONTRACTOR may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

ARTICLE XV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.
- D. CONTRACTOR and subcontractors' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XVI SUBCONTRACTING

- A. CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subcontractors.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

CONTRACTOR and any subcontractors shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XIX SAFETY

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.
2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written with notice to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

CONTRACTOR shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms

provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY on reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

ARTICLE XXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONTRACTOR shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONTRACTOR under this contract; further, CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONTRACTOR.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII DELETED

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONTRACTOR in order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONTRACTOR to any entity other than LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

ARTICLE XXV EVALUATION OF CONTRACTOR

CONTRACTOR's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXVI STATEMENT OF COMPLIANCE

- A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project.

CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractors who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract 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.

ARTICLE XXXI IDEMNITY

CONTRACTOR agrees to defend, indemnify and hold harmless the Local Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from CONTRACTOR'S negligent performance, misconduct, errors, or omissions relating to the services under this contract or its failure to comply with any of its obligations contained in this contract, except for any such claim arising from the sole negligence or willful misconduct of the Local Agency, its officers, agents, employees or volunteers.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONTRACTOR:

Contractor Name
Project Manager
Street Address
City, State Zip

LOCAL AGENCY:

Town of Paradise
Marc A. Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONTRACTOR and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIII SIGNATURES

TOWN OF PARADISE

By _____
Greg Bolin,
Mayor

By _____
Lauren Gill,
Town Manager

CONTRACTOR NAME

By _____
Name
Title

Approved as to form.

Dwight L. Moore, Town Attorney

EXHIBIT "A"
Scope of Services

EXHIBIT "B"
Compensation