

**CONSULTANT AGREEMENT  
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 19<sup>th</sup> day of July, 2022 by and between Crosstown Electrical & Data, Inc., (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. On April 11, 2022, the city issued Request for Proposal No. 22-031, by which it sought to retain a Consultant to perform on-call repair services for the Cities Advance Traffic Management System and Communication Systems.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform the services described in the scope of work that was included in RFP No. 22-031, which is attached hereto as **Exhibit A** and incorporated by reference.

**2. COMPENSATION**

- a. City agrees to pay on an as-needed basis, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit B**. The total amount to be expended during the term of this Agreement shall not exceed \$500,000 for term of this Agreement, including any extension periods. This sum shall be comprised of an annual average of \$100,000.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

**3. TERM**

This Agreement shall commence on the date first written above for a **three (3) year term** with the option for the City to grant up to a **two (2) one (1)-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

#### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

#### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

#### **6. 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

##### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with

limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

##### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

##### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

##### ***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies (note – should be applicable only to professional liability, see below)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to the contract effective date*, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of work.*

### ***Verification of Coverage***

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **11. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

#### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635

To Contractor:

David P. Heermance President Crosstown Electrical & Data, Inc. 5454 Diaz St Irwindale, CA 91706 Fax: 626-813-6693
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A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.



**20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By: Jose Montoya  
Jose Montoya  
Assistant City Attorney

David P. Heermance  
David P. Heermance  
President

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

## **EXHIBIT A**

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**ADVANCE TRAFFIC MANAGEMENT SYSTEM AND**  
**COMMUNICATION SYSTEMS ON-CALL REPAIR SERVICES**



**RFP NO.: 22-031**



**CITY OF SANTA ANA**  
**Public Works Agency**  
**20 Civic Center Plaza, M-43**  
**Santa Ana, CA 92701**

**Cesar Rodriguez, PE**  
**Project Manager**  
**(714) 647-5626 Office**  
[crodriguez5@santa-ana.org](mailto:crodriguez5@santa-ana.org)

Approved for Release:

  
Nabil Saba, P.E.  
 Executive Director  
Public Works Agency

**KEY RFP DATES (Subject to change at discretion of City):**

Issue Date:	April 11, 2022
Deadline for Requests for Information:	April 25, 2022
Proposal Due Date:	May 2, 2022
Projected Award Date:	June 21, 2022



## **NOTICE INVITING PROPOSALS**

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for Advance Traffic Management System and Communication Systems On-Call Repair Services.

Responses to this Request for Proposals (RFP) must be submitted electronically to the PlanetBids system no later than May 2, 2022 at 12:00 p.m. Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Santa Ana prior to this proposal due date and time.

Additionally, it is a requirement that hard copy proposals also be sent by courier service, mailed, or hand delivered in an enclosed sealed envelope and marked clearly with the following

**“SEALED PROPOSAL FOR  
ADVANCE TRAFFIC MANAGEMENT SYSTEM AND COMMUNICATION SYSTEMS  
ON-CALL REPAIR SERVICES  
RFP NO. 22-031  
IN THE CITY OF SANTA ANA  
DO NOT OPEN WITH REGULAR MAIL.”**

City of Santa Ana  
Attn.: CESAR RODRIGUEZ  
Public Works Agency; M-43  
20 Civic Center Plaza; Ross Annex  
Santa Ana, CA 92701

For further instructions regarding hard copy submission of proposals, refer to PlanetBids.

All notifications, requests for information, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive qualification.



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## **I. INTRODUCTION / PROJECT DESCRIPTION**

### Nature of Work:

The City of Santa Ana is seeking a qualified firm to perform on-call repair services for the Cities Advance Traffic Management System and Communication Systems. A detailed Scope of Work is included in the Appendix of this RFP as Attachment 1.

### Number of Proposals and Signature:

Five (5) hard copies are required to accompany an electronic submittal of the complete proposal package on PlanetBids. One of the hard copies shall be marked as “ORIGINAL” and be signed by a company official with the power to bind the company, and submitted to the City of Santa Ana. *Please be explicit in identifying the appropriate person with legal authority to bind the company.*

The Statement of Qualifications shall be limited to a maximum of (10) double-sided pages (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11” x 17”.

### Proposal Evaluation and Rating:

The criteria for evaluating the RFP submitted will take the following items into consideration:

• Firm/Team Experience	30%
• Understanding of Need	30%
• Relevant Project Experience	30%
• References	10%



The City has established a proposal review committee to evaluate proposers based on the response to this RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.

Project Funding:

Funding source is Gas Tax but may vary. Refer to Attachment 1 (Scope of Work) in the Appendix of this RFP.

Prevailing Wages:

In accordance with the California State Labor Code, prevailing wage rates apply. Copies of the prevailing rate of per diem wages are on file with the Public Works Agency and shall be made available to any interested party on request.

Term of Contract Agreement:

The City desires to enter into a contract with the top scoring firm year for an initial three (3) year term with a City option for two (2) one (1) year extension period. This term is outlined in the Standard Contractor Agreement, as contained in the Appendix of this RFP as Attachment 2.



## II. PROPOSAL TERMS AND CONDITIONS

By submitting a Proposal, the Proposer acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

### A. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required in this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in the relation to this RFP are fully incorporated.

### B. EXECUTION OF AGREEMENT

The City and the selected Proposer will enter into an Agreement similar to that as shown in **Attachment 2: Standard Agreement** in the Appendix of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to select the next most qualified Proposer or call for new Proposals, whichever the City deems most appropriate.

### C. PROPOSAL VALIDITY

Services, pricing and warranties indicated in a respondent's Proposal must be valid for a period of 120 days after the submission of the Proposal.

### D. PRE-CONTRACTUAL EXPENSES

Santa Ana shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of its proposal.

### E. JOINT OFFERS/SUBCONTRACTORS

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime sub-contractor basis. The City intends to contract with a single company and not with multiple companies doing business as a joint venture. Should the use of sub-contractors be offered, the Proposer shall provide the same assurances of competence for the sub-contractor plus the demonstrated ability to manage and supervise the subcontracted work. Sub-contractors shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-contractors in the same manner as the Proposer.





#### F. DIR REGISTRATION

On-call emergency public work tasks completed as part of this RFP and proposal(s) submitted shall be subject to the following: No contractor or subcontractor may be listed on a proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Any subsequent work that follows from this RFP is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

#### G. PREVAILING WAGES

In accordance with the California State Labor Code, prevailing wage rates apply.

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction, maintenance, or repair work, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein and may be accessed at <http://www.dir.ca.gov/> (General Prevailing Wage determination made by the Director of Industrial Relations / Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1). The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

#### H. PREVAILING WAGE COMPLIANCE AND MONITORING

Contractor shall be aware of the requirements of the California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensations is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.



***Contractor shall be in compliance with the Prevailing Wages and requirements effective the due date of this proposal submittal and shall pay prevailing rates of per diem wages according to state law at all times throughout the term of any future agreement with the City.*** Contact shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the job site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### **I. COMMUNITY WORKFORCE AGREEMENT**

On August 15, 2017, the Santa Ana City Council approved a Community Workforce Agreement with the Los Angeles/Orange Counties Building and Construction Trade Council and the Signatory Craft Councils and Unions. The provisions of the agreement would apply to all construction and major rehabilitation work pursuant to "Prime Multi-Trade" construction contracts that exceed \$250,000 and all subcontracts from these prime multi-trade contracts. The agreement also applies to all "Prime Specialty" contracts (single trade contracts) that exceed \$100,000 and all subcontracts from these prime specialty contracts. Contractors working on task orders over the above thresholds must, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established and authorized by the Unions who are signatory to the agreement. This is commonly referred to a Union hiring hall. Contractors retain the right to reject any applicant referred to them through the job referral system, determine competency of all employees, to determine the number of employees required, and the duties of such employees. If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within 48 hours, the Contractor may employ applicants meeting such classifications from any other available source.

#### **J. SAFETY PROGRAM REQUIREMENTS**

The Proposer shall be solely responsible for ensuring that all work performed under the contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe Construction site.

The following is also required in addition to being in compliance with the above and related latest editions (unless noted otherwise) of the standard specifications and/or plans in the APWA "Greenbook (2018 Edition)" CA MUTCD, AGC, SSPWC, TEES, CALTRANS Standard Plans and Standard Specifications, CALTRANS Highway Design and Traffic Manuals, as listed below and as related to the standard care of the industry:



**Abbreviation      Word or Words**

AGC .....	Associated General Contractors of America
APWA.....	American Public Works Association
ASA .....	American Standards Association
CA MUTCD.....	California Manual on Uniform Traffic Control Devices
CALTRANS.....	California Department of Transportation
FHWA.....	Federal Highway Administration
FRA .....	Federal Rail Administration
FTA .....	Federal Transit Authority
JITT .....	Just-In-Time Training
NPDES.....	National Pollutant Discharge Elimination System
SSPWC.....	Standard Specifications for Public Works Construction
TEES .....	Transportation Electrical Equipment Specifications
PACP .....	Pipe Assessment & Certification Program

1. The Proposer shall train all employees, or subcontractor personnel in the work practices necessary to safely perform his or her job.
2. The Proposer shall identify all known potential hazards related to the work performed and train all employees and subcontractor personnel on how to handle the potential hazards.
3. The Proposer, their employees and subcontractors shall follow all safety rules and safe work practices.
4. The Proposer will immediately notify the City of any significant and/or unusual hazards found during the course of work.
5. The Proposer shall submit copies of Safety Data Sheets (SDS) for all hazardous materials to be utilized on site in the performance of work. The Proposer is solely responsible for the legal disposal of hazardous waste generated in the performance of their work.

Safety Indemnification: To the extent allowed by law, the Proposer agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Proposer, its subcontractors or City, attributable to any alleged act or omission of the Proposer or its subcontractors which is in violation of any Cal OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The City may deduct from any payment otherwise due the Proposer any costs incurred or



anticipated to be incurred by the Agency, including legal fees and staff costs, associated with any investigation or enforcement proceedings brought by Cal OSHA arising out of the assigned work

### **III. INSTRUCTIONS TO PROPOSERS**

#### **A. CITY RESPONSIBILITIES**

The City will provide information in its possession relevant to preparation of required information in this RFP. The City will provide only the staff assistance and documentation specifically referred to herein.

#### **B. PROPOSER RESPONSIBILITIES**

Point of Contact: The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge concerning the required service operations and contractual matters, including payment of all charges resulting from the Agreement. Contact information such as email and phone number must be included into the proposal.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.

#### **C. REQUEST FOR INFORMATION OR CLARIFICATION**

All questions or requested clarifications shall be made only in writing to the Q&A section located in PlanetBids no fewer than five (5) calendar days prior to the date and time set for opening of proposals. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

#### **D. ADDENDA**

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137> as set forth in the Notice Inviting Proposals. Addenda shall become part of the agreement documents.

#### **E. LICENSES & PERMITS**

The selected proposer shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City's project manager or designee prior to commencing any work in Santa Ana.



Additionally, Proposer will be responsible for obtaining any licenses/permits required by the Scope of Work.

#### F. INSURANCE

The Selected Proposer shall provide the required evidence of insurance coverage as set forth in the Scope of Work within ten (10) business days after receipt of notice that the contract has been awarded. Failure to provide the required insurance certificates shall be cause for the annulment of the award and the forfeiture of the proposal guaranty. The City will provide the Selected Proposer with a “New Vendor Checklist”, which outlines insurance requirements.

*Risk Management has the right to modify minimum insurance requirements if scope of services are changed or altered. A change in scope of services may increase or reduce minimum insurance requirements based on the City's risk exposure.*

#### G. PAYMENT INFORMATION PACKET

The selected proposer shall return a completed payment information packet within ten (10) business days after the successful proposer has received notice that the contract has been awarded.

#### H. PRE-PROPOSAL MEETING

Should a pre-proposal meeting be scheduled, the date, time, and location is identified on the cover page of this RFP. The meeting will include discussion of the project scope and a question-and-answer session. It is highly recommended that the Proposer's key team members attend this meeting. Significant interpretations or clarifications will be addressed via addenda to this RFP, as described above in “Section D: Addenda.”

#### I. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The City reserves the right to reject, replace, and approve any and all subcontractors. All subcontractor(s) shall be identified in response to this RFP. Subcontractors shall be the responsibility of the successful proposer and the City shall assume no liability of such subcontractors.

#### J. BID PROTESTS

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project



Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or her designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by the Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

#### **IV. SUBMITTAL REQUIREMENTS**

##### **A. GENERAL**

1. The number of Proposal Copies and signature is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

2. Deadline:  
Proposals are due to the City of Santa Ana at the date, time, and location specified in the Notice Inviting Proposals.

##### **B. PROPOSAL CONTENTS**

The proposal format and page limitation, if any, is specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION

1. STATEMENT OF QUALIFICATIONS: The Statement of Qualifications portion of the Proposal shall be limited to a MAXIMUM of (10) DOUBLE-SIDED PAGES (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11" x 17". The Statement of Qualifications includes the following:
  - a. Cover Letter: Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
  - b. Contract Agreement Statement: Proposal shall include a statement outlining your concurrence or concerns with any and all provisions contained in the Agreement attached herein as Attachment 2 in the Appendix.
  - c. Construction Company and Team Experience: Proposal shall include a profile of the Construction Company's experience. Include resumes of





project team/sub-consultants that will be providing services which outline their technical and design experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, Construction Company size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your Construction Company and include any relevant on-call or emergency contracts with other local agencies.

- d. Understanding of Need: Proposal shall include an outline, which demonstrates the Construction Company's understanding of the work. This outline should include anticipated approach, tasks necessary for successful completion, deliverables, and suggestions or special concerns that the City should be made aware of. Identify any assumptions and/or exclusions used in preparation of the scope of work and associated fee estimate.
- e. Financial Capacity and Availability: To demonstrate a solid financial capacity and availability, the proposer shall include a list of four (4) relevant positive bond ratings demonstrating financial stability and reliability along with a list of past projects for which the company has reliably been able to respond to an agency's on-call and/or emergency needs within the last five (5) years. Project information should include project description, year completed, client name, along with a person to contact and their telephone number/email address.
- f. References: Proposals shall include a listing of relevant projects with references for three public entities with valid current emails for which Proposer has performed similar work within the past five (5) years.

2. SCOPE OF SERVICES AND SCHEDULE:

Proposal shall include a Scope of Services and Schedule which details the work phases to be completed, the tasks to be accomplished, the deliverables to be provided, and the schedule / timeline to complete the project, based upon the requested Scope of Work detailed in Attachment 1 of this RFP.

3. FEE PROPOSAL:

The fee proposal shall be submitted separate and concurrently with the technical proposal, both submitted electronically in PlanetBids and as a hard copy in a separately sealed envelope, clearly labeled as "Fee Proposal." This shall include the Constuction Company's Standard Hourly Fee Schedule, a table outlining



the tasks and team hourly effort for each of the major tasks, and a Project Fee Schedule as outlined in the Scope of Work.

The fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the consultant based on qualifications, and then negotiate a contract price based on available funding.

4. CERTIFICATIONS:

The following forms **shall be signed and included** as part of the proposal submittal package:

- Attachment 3-1: Non-Collusion Affidavit
- Attachment 3-2: Non-Lobbying Certification
- Attachment 3-3: Non-Discrimination Certification
- Attachment 3-4: Contractor's Licensing and Registration Statement
- Attachment 3-5: Prevailing Wage Compliance and Monitoring Statement
- Attachment 3-6: Ownership Affidavit
- Attachment 3-7: List of Sub-contractors (If included during time of original proposal. **Note: As applicable, this list will need to be updated and re-submitted every time a new Task Order is requested by the City from the prime contractor to reflect the scope of work of the requested Task Order.**)
- Attachment 3-8: References
- Attachment 3-9: Statement Regarding Apprenticeship Requirements
- Attachment 3-10: Statement Regarding Anti-Kickback Requirements
- Attachment 3-11: Public Contract Code Section 10162 Questionnaire
- Attachment 3-12: Statement Regarding Community Workforce Agreement (CWA) Requirements

V. **PROPOSAL REVIEW (CONTRACTOR SELECTION)**

A. EVALUATION AND RATING

The criteria for evaluating the proposals are specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

B. SELECTION

The selection committee will be comprised of at least (3) City staff from multiple departments. The committee may or may not interview the top ranking proposers. The City will recommend award of contracts to the proposers who will provide the best quality and value to the City. The City reserves the right to begin negotiations and enter into a contract without interview or further discussions.





## **VI. AWARD OF AGREEMENT**

### **A. REQUEST FOR COUNCIL ACTION**

Following evaluation and rating by the proposal review committee, the Executive Director of Public Works will recommend award of an agreement to the proposer providing the best quality and value to the City.

### **B. EXECUTION OF AGREEMENT**

A standard agreement is included as Attachment 2: Standard Agreement in the Appendix of this RFP. "Proposer" will hereinafter be referred to as "Contractor" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required insurance and documents and contents of the vendor registration and payment information packet have been received and approved.

## **VII. IMPLEMENTATION**

### **NOTICE TO PROCEED**

Prior to issuance of a formal Notice to Proceed (NTP), Consultants shall provide all required bonds, insurance documents, and contents of the Information Packet for review and approval by the City.

For "On-Call" contracts, individual City Project Managers will request project/task specific proposals from Consultants on an as-needed basis. Proposals will then be evaluated by City staff and written NTPs will be issued accordingly per each task order.

## **VIII. PUBLIC RECORDS**

All data, documents and other products used, developed, or produced during response preparation of this RFP will become property of the City. All responses to this RFP shall become property of the City. Proposer information identified as proprietary information be maintained confidential, to the extent allowed under the California Public Records Act.

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
ADVANCE TRAFFIC MANAGEMENT SYSTEM AND  
COMMUNICATION SYSTEMS ON-CALL REPAIR SERVICES  
RFP NO. 22-031**

**A. DESCRIPTION**

The Santa Ana's Advanced Traffic Management System (ATMS) monitors and controls all of the traffic signals and CCTV's within the City. ATMS encompasses three major subsystems, Traffic Signal System, Closed Circuit Television (CCTV) system and the Transportation Information System (TIS). Communication between the Traffic Management Center (TMC) and the field equipment are established via fiber optic, twisted-pair interconnect, wireless broadband and limited use of telephone (T1) lines.

The main equipment for the City's ATMS is located in the TMC in City Hall. The City also maintains a Remote TMC in adjacent Ross Annex building. The TMC has a dedicated local area network that consists of computer servers, computer workstations, managed switches and routers, video processing units, hardwire interconnects and fiber optic patch panels. The City's current traffic signal system is Econolite Centracos.

The City's Closed Circuit Television (CCTV) System consists of Cohu, Axis and Bosch cameras and video encoders. The City's Video Management System is Milestone XProtect Corporate.

The City's communication infrastructure consists of twisted pair cable, single mode fiber optic cable, wireless broadband antennas, T1 equipment and other communication equipment. The hardwire interconnect and fiber optic cables are generally in dedicated conduit from the TMC to controller cabinets and communication HUB's in the field.

**B. SCOPE OF WORK**

In general, the on-call Contractor will perform emergency repairs due to malfunctions or damages to the systems and communication equipment and cables. Majority of the work are anticipated for field equipment repairs. The scope of work includes but not limited to the followings:

- The Contractor is required to troubleshoot, repair and procure replacement or upgraded equipment to re-establish and/or improve the performance and reliability of the communication and networking systems. The networking system includes fiber optic Ethernet switches, routers, firewalls and associated equipment/computers that make up the network.
- The Contractor is required to procure and assist in integrating networking and communication hardware on an as needed basis for the TMC.
- The Contractor is required to perform field communication system repairs that include installing conduit and cables; splicing of fiber optic and hard interconnect cables and installing new or replacing old splice enclosures. Fiber optic splicing shall be by fusion method and Hardwire Interconnect splice shall be done using weather resistant connector (AMP Picabond Connector)
- The Contractor is required to troubleshoot/repair and/or install CCTV cameras.
- The Contractor is required to troubleshoot/repair and/or install wireless communication equipment.
- The Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and materials to perform all work necessary to maintain/repair the ATMS and communication systems.
- The contractor may utilize subcontractors and/or manufacturers with specific communication, network or related expertise to provide the needed services.
- Work to be done is either based on time and material or lump sum per task, to be determined prior to each authorization.

## **C. LICENSES**

The Contractor must possess or obtain a valid California Class C-10 Electrical Contractor license prior to the scheduled award date of this contract.

## **D. SERVICE PERSONNEL**

The Contractor shall provide qualified service personnel or subcontractor to maintain and to service all ATMS equipment as described. Personnel shall have at least a year of experience of maintaining and troubleshooting ATMS equipment and networking equipment such as Ethernet switches, routers and firewalls.

The Contractor shall include the ATMS maintenance personnel's qualifications in the bid. The City will notify the Contractor in the City's sole opinion; personnel proposed for any ATMS maintenance are not qualified to work on these systems. Within thirty (30) days after City makes the determination the Contractor shall hire qualified Sub-Contractor(s) specialized in ATMS equipment and networking for troubleshooting and repair without any additional compensation from the City.

## **E. EQUIPMENT**

The Contractor shall have access to lift/boom truck with a minimum of 50-foot reach capability to access cameras, pan/tilt units.

## **F. WORKING HOURS**

The Contractor's activities shall be confined to the following hours:

From 7:00 a.m. to 5:00 p.m., Monday through Friday, within work areas having either no lane closures or having continuous lane closures, i.e. 24-hour closures lasting more than one day.

From 9:00 a.m. to 3:00 p.m., Monday through Friday, for work requiring temporary lane closures, i.e. those having less than a 24-hour duration, and for work at major intersections.

Deviation from these hours/days shall not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to be persons or property, or as specified otherwise

## **G. CITY RESPONSIBILITIES**

The City will provide as-built plans and any other material related to the ATMS and Communication Systems to facilitate the repair work.

## **H. FEE SCHEDULE**

In addition to Section III.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured per Attachment 4 Proposers Certification and Proposal Item Pricing.

**Appendix  
ATTACHMENT 2  
STANDARD AGREEMENT**

**CONTRACTOR AGREEMENT  
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between \_\_\_\_\_, (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. The City desires to retain a Contractor having special skill and knowledge in the field of On-Call Advance Traffic Management Communication System repair services.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

**2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to the Contractor under this Agreement. Contractor shall be paid only for actual services performed under this agreement at the rates and charges identified in exhibit B. Contractor is one of XX contractors selected to provide services on an on-call basis under RFP No. 22-031 and addenda thereto. The total compensation for any services provided by the contractors selected under RFP No. 22-031 shall not exceed the amount of \$X,XXX,XXX during the term of this agreement, including any extension periods.

- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on the date first written above and terminate on \_\_\_\_\_ for an initial three (3) year term with the option for the City to grant up to two (2), one (1) year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

### **4. PREVAILING WAGES**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and

perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## **7. INSURANCE**

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

1. Commercial General Liability ("CGL") Insurance- Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit..
2. Automobile Liability Insurance- Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation Insurance- as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Professional Liability Insurance (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity

- A. Self-Insured Retentions - Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

B. The insurance policies required by this Agreement are to contain, or be endorsed to contain, the following provisions:

- 1) The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, 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 provide that coverage shall not be canceled, except with notice to the Entity.

C. Builder's Risk (Course of Construction) Insurance - Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the Entity as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

D. Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)  
- If any coverage required is written on a claims-made coverage form:

- 1) The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- 3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the Entity for review.
- 5) If the services involve lead-based paint or asbestos identification/remediation, the



Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

- E. Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
- F. Waiver of Subrogation - Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.
- G. Verification of Coverage- Contractor shall furnish to City with original certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effective coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- H. Subcontractors- Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
- I. Special Risks or Circumstances- Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## **8. INDEMNIFICATION**

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor

further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **10. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NON-DISCRIMINATION**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

## **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

## **16. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to

deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.

- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## **17. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **18. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **19. PROFESSIONAL LICENSES**

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

## **21. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by

first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714-647-5635

To Contractor:

First & Last Name Title Contractor Firm Name Address City, State, Zip Fax:
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A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

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

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONTRACTOR:**

By: \_\_\_\_\_  
John Funk  
Assistant City Attorney

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba  
Executive Director  
Public Works Agency

\_\_\_\_\_  
(name)  
(title)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

## **EXHIBIT B**

### **COMPENSATION**

Fee Proposal including hourly rates if applicable



**Appendix**  
**ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT**  
**CERTIFICATIONS**

NON-COLLUSION AFFIDAVIT  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed \_\_\_\_\_

State of California

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Seal

**Appendix**  
**ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION**  
**CERTIFICATIONS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm \_\_\_\_\_

Signed and Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Appendix**  
**ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION**  
**CERTIFICATIONS**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Date: \_\_\_\_\_

**Appendix**  
**ATTACHMENT 3-4: CONTRACTOR'S LICENSING AND REGISTRATION  
STATEMENT**

**CONTRACTOR'S LICENSING AND REGISTRATION STATEMENT**

The undersigned contractor, or corporate officer, declares under penalty of perjury that he/she and all his/her subcontractors are registered with the State of California Department of Industrial Relations (DIR), and that the following is true and correct.

Contractor's Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

State Contractor's License No. and Class: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

State Dept. of Industrial Relations (DIR)  
Registration No.: \_\_\_\_\_

State Dept. of Industrial Relations (DIR)  
Registration Expiration Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

<p style="text-align: center;"><b>Appendix</b> <b>ATTACHMENT 3-5: PREVAILING WAGE COMPLIANCE AND MONITORING STATEMENT</b></p>
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**PREVAILING WAGE COMPLIANCE AND MONITORING STATEMENT**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., as well as California Code of Regulations, Title 8, Section 16,000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The undersigned certifies that the foregoing is true and correct.

Name of Firm \_\_\_\_\_

Signature of  
CONTRACTOR \_\_\_\_\_

Title \_\_\_\_\_  
(if an individual, so state)

**Appendix**  
**ATTACHMENT 3-6: OWNERSHIP AFFIDAVIT**

**OWNERSHIP AFFIDAVIT**

STATE OF CALIFORNIA                    )  
COUNTY OF ORANGE                    ) SS:  
CITY OF SANTA ANA                    )

\_\_\_\_\_, being duly sworn, deposes and says:

☐ INDIVIDUAL

That he/she is the party making the foregoing proposal:

☐ PARTNERSHIP

That he/she is a member of the co-partnership firm designated as:

\_\_\_\_\_  
and who has been and is duly vested with the authority to make and execute instruments for the co-partnership by:

\_\_\_\_\_  
who constitute the other members of the co-partnership.

☐ CORPORATION

That he is of:

\_\_\_\_\_  
a corporation which is making the foregoing proposal:

☐ JOINT VENTURE

That he is of:

\_\_\_\_\_  
one of the parties making the foregoing proposal as a joint venture, and the he/she has been and is duly vested with the authority to execute instruments for an on behalf of the parties making said bid who are:

that such a bid is genuine and not collusive or sham, and has not in any manner sought by collusion to secure any advantage against the City of Santa Ana or any person interested in the proposed contract, for himself or any other person.

\_\_\_\_\_  
Signature of CONTRACTOR

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Signature of officer Administering Oath (Notary Public)

**Appendix**  
**ATTACHMENT 3-7: LIST OF SUB-CONTRACTORS**

LIST OF SUB-CONTRACTORS

Section 4100 et. seq. of the Public Contract Code requires listing of all subcontractors with the proposal/bid for all subcontract work exceeding the following amount:

- Streets, highways including bridge projects: ½% of the bid or \$10,000, whichever is greater
- Buildings, parks, or other projects: ½% of the bid

Section 1725.5 of the Public Contract Code requires all Subcontractors be registered with the State Department of Industrial Relations (DIR).

CONTRACTOR proposes to subcontract certain portions of the work to the firms listed below:

Name \_\_\_\_\_  
License #/Exp. \_\_\_\_\_  
DIR Reg. #/Exp. \_\_\_\_\_  
Location \_\_\_\_\_  
Phone \_\_\_\_\_  
Type Of Work \_\_\_\_\_  
Amount \$ \_\_\_\_\_

Name \_\_\_\_\_  
License #/Exp. \_\_\_\_\_  
DIR Reg. #/Exp. \_\_\_\_\_  
Location \_\_\_\_\_  
Phone \_\_\_\_\_  
Type Of Work \_\_\_\_\_  
Amount \$ \_\_\_\_\_

Name \_\_\_\_\_  
License #/Exp. \_\_\_\_\_  
DIR Reg. #/Exp. \_\_\_\_\_  
License # \_\_\_\_\_  
Location \_\_\_\_\_  
Phone \_\_\_\_\_  
Type Of Work \_\_\_\_\_  
Amount \$ \_\_\_\_\_

Name \_\_\_\_\_  
License #/Exp. \_\_\_\_\_  
DIR Reg. #/Exp. \_\_\_\_\_  
License # \_\_\_\_\_  
Location \_\_\_\_\_  
Phone \_\_\_\_\_  
Type Of Work \_\_\_\_\_  
Amount \$ \_\_\_\_\_

Name \_\_\_\_\_  
License #/Exp. \_\_\_\_\_  
DIR Reg. #/Exp. \_\_\_\_\_  
License # \_\_\_\_\_  
Location \_\_\_\_\_  
Phone \_\_\_\_\_  
Type Of Work \_\_\_\_\_  
Amount \$ \_\_\_\_\_

Name \_\_\_\_\_  
License #/Exp. \_\_\_\_\_  
DIR Reg. #/Exp. \_\_\_\_\_  
License # \_\_\_\_\_  
Location \_\_\_\_\_  
Phone \_\_\_\_\_  
Type Of Work \_\_\_\_\_  
Amount \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of CONTRACTOR



**Appendix**  
**ATTACHMENT 3-8: REFERENCES**

REFERENCES

The following are the names, addresses, and telephone numbers for **THREE** public agencies for which the CONTRACTOR has performed similar work within the past three years.

1. \_\_\_\_\_  
Name and Address of Owner.  
\_\_\_\_\_  
Name and Telephone Number of person familiar with project.  
\_\_\_\_\_  
Contract Amount                      Type of Work                      Date Completed
2. \_\_\_\_\_  
Name and Address of owner.  
\_\_\_\_\_  
Name and Telephone Number of person familiar with project.  
\_\_\_\_\_  
Contract Amount                      Type of Work                      Date Completed
3. \_\_\_\_\_  
Name and Address of owner.  
\_\_\_\_\_  
Name and Telephone Number of person familiar with project.  
\_\_\_\_\_  
Contract Amount                      Type of Work                      Date Completed

The following are the names, addresses, email addresses, and telephone numbers of all brokers and sureties from whom CONTRACTOR intends to procure insurance and bonds.

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**Appendix**  
**ATTACHMENT 3-8: REFERENCES**

REFERENCES, (CONTINUED)

The following are the names, addresses, and telephone numbers for **THREE** public agencies for which the **SUBCONTRACTOR** has performed similar work in the past five years.

1. \_\_\_\_\_  
Name and Address of Owner.  
\_\_\_\_\_  
Name and Telephone Number of person familiar with project.  
\_\_\_\_\_  
Contract Amount                      Type of Work                      Date Completed
2. \_\_\_\_\_  
Name and Address of owner.  
\_\_\_\_\_  
Name and Telephone Number of person familiar with project.  
\_\_\_\_\_  
Contract Amount                      Type of Work                      Date Completed
3. \_\_\_\_\_  
Name and Address of owner.  
\_\_\_\_\_  
Name and Telephone Number of person familiar with project.  
\_\_\_\_\_  
Contract Amount                      Type of Work                      Date Completed

The following are the names, addresses, email addresses, and telephone numbers of all brokers and sureties from whom CONTRACTOR intends to procure insurance and bonds.

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**Appendix**  
**ATTACHMENT 3-9: STATEMENT REGARDING APPRENTICESHIP  
REQUIREMENTS**

**STATEMENT REGARDING APPRENTICESHIP REQUIREMENTS**

The undersigned CONTRACTOR is familiar with the requirements of Section 1777.5 of the State Labor Code regarding employment of apprentices, and understands that contractors on contracts exceeding \$30,000 or 20 working days shall:

1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.
2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.
3. Contribute to the fund or funds in each craft or trade in which he/she employs journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix**  
**ATTACHMENT 3-10: STATEMENT REGARDING “ANTI-KICKBACK”**  
**REQUIREMENTS**

STATEMENT REGARDING “ANTI-KICKBACK” REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland “Anti-Kickback” Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix**  
**ATTACHMENT 3-11: PUBLIC CONTRACT CODE SECTION 10162**  
**QUESTIONNAIRE**

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

**In conformance with Public Contract Code Section 10162, the CONTRACTOR shall complete, under penalty of perjury, the following questionnaire:**

Has the CONTRACTOR, any officer of the CONTRACTOR's organization, or any employee of the CONTRACTOR's Company who has a proprietary interest in the CONTRACTOR, ever been disqualified, removed, or otherwise prevented from proposing/bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

<p style="text-align: center;"><b>Appendix</b> <b>ATTACHMENT 3-12: STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA) REQUIREMENTS</b></p>
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STATEMENT REGARDING COMMUNITY WORKFORCE AGREEMENT (CWA) REQUIREMENTS

This is to certify that the undersigned CONTRACTOR, and subcontractors, have read and understood the CWA entered into by and between the City of Santa Ana, the Los Angeles/Orange Counties Building and Construction Trades Council, and the signatory Craft Councils and Local Unions, effective as of September 1, 2017. The CWA is available at:

<http://www.santa-ana.org/pwa/documents/CWA.pdf>

The undersigned CONTRACTOR hereby agrees to comply with all terms and conditions of the CWA, and is capable of completing construction of the project continuously, and without interruptions or delays. If awarded any work covered by the CWA, CONTRACTOR will also be required to sign the Letter of Assent that appears as Attachment A to the CWA.

Public Works Construction Permit: The Contractor may be required to obtain a Public Works Construction Permit if the CWA thresholds for a Task Order are met or exceeded as described in this RFP's Section III.E "Licenses & Permits."

The undersigned has reviewed and understands that a Public Works Construction Permit for CWA administration fees and deposit that may be required as described in this RFP's Section III.E "Licenses & Permits."

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix  
ATTACHMENT 4  
PROPOSERS CERTIFICATION AND PROPOSAL ITEM PRICING**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
ADVANCE TRAFFIC MANAGEMENT SYSTEM AND COMMUNICATION SYSTEMS  
ON-CALL REPAIR SERVICES  
RFP NO.: 22-031**

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposal. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**Proposal Item Pricing** - Pricing shall be based on an *hourly cost, time and materials basis or per task for services described in Exhibit A*. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the Contractor only after discussed and authorized by the City Projects Manager or designee in writing.

**A. Material:** Contractor's cost for the supply plus (+) 15 % per Section 7-4.3 of the "Greenbook" Standard Specifications for Public Works Constructions, latest edition.

**B. Labor:** Contractor's rates (including all fringe benefits, markup, over heads, etc.) for all job classifications. *List additional staff or equipment as necessary including minimum hourly charged per call out trip if applicable.*

Item	Description	Straight Time	Overtime
1.	Lead Technician	\$_____/hr.	\$_____/hr.
2.	Technician	\$_____/hr.	\$_____/hr.
3.	Boom Ladder/Truck	\$_____/hr.	\$_____/hr.
4.	50' Height Boom Truck	\$_____/hr.	\$_____/hr.
5.	Single-mode fiber fusion splice	\$_____/ per fiber.	
6.	Fiber Optic Technician	\$_____/hr.	\$_____/hr.
7.	_____	\$_____/hr.	\$_____/hr.
8.	_____	\$_____/hr.	\$_____/hr.
9.	_____	\$_____/hr.	\$_____/hr.
10.	_____	\$_____/hr.	\$_____/hr.

11.	_____	\$ _____/hr.	\$ _____/hr.
12.	_____	\$ _____/hr.	\$ _____/hr.
13.	_____	\$ _____/hr.	\$ _____/hr.
14.	_____	\$ _____/hr.	\$ _____/hr.

_____ LEGAL NAME OF COMPANY	_____ PHONE AND FAX NUMBER
--------------------------------	-------------------------------

\_\_\_\_\_  
BUSINESS ADDRESS

_____ PRINTED NAME OF AUTHORIZED AGENT	_____ TITLE
---	----------------

_____ SIGNATURE OF AUTHORIZED AGENT	_____ DATE	_____ E-MAIL ADDRESS
--	---------------	-------------------------

_____ FEDERAL IDENTIFICATION NUMBER (IF APPICABLE)	_____ CONTRACTOR LICENSE NUMBER (IF APPICABLE)
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## **EXHIBIT B**

**Appendix  
ATTACHMENT 4  
PROPOSERS CERTIFICATION AND PROPOSAL ITEM PRICING**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
ADVANCE TRAFFIC MANAGEMENT SYSTEM AND COMMUNICATION SYSTEMS  
ON-CALL REPAIR SERVICES  
RFP NO.: 22-031**

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposal. I have examined the Scope of Services (Exhibit A) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**Proposal Item Pricing** - Pricing shall be based on an *hourly cost, time and materials basis or per task for services described in Exhibit A*. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the Contractor only after discussed and authorized by the City Projects Manager or designee in writing.

- A. Material:** Contractor's cost for the supply plus (+) 15 % per Section 7-4.3 of the "Greenbook" Standard Specifications for Public Works Constructions, latest edition.
- B. Labor:** Contractor's rates (including all fringe benefits, markup, over heads, etc.) for all job classifications. *List additional staff or equipment as necessary including minimum hourly charged per call out trip if applicable.*

Item	Description	Straight Time	Overtime
1.	Lead Technician (GENERAL FOREMAN)	\$ <u>134.00</u> /hr.	\$ <u>175.00</u> /hr.
2.	Technician (JOURNEYMAN ELECTRICIAN)	\$ <u>126.00</u> /hr.	\$ <u>165.00</u> /hr.
3.	Boom Ladder/Truck	\$ <u>30.00</u> /hr.	\$ <u>30.00</u> /hr.
4.	50' Height Boom Truck	\$ <u>40.00</u> /hr.	\$ <u>40.00</u> /hr.
5.	Single-mode fiber fusion splice	\$ <u>65.00</u> / per fiber.	
6.	Fiber Optic Technician	\$ <u>128.00</u> /hr.	\$ <u>173.00</u> /hr.
7.	<u>85% APPRENTICE</u>	\$ <u>112.00</u> /hr.	\$ <u>148.00</u> /hr.
8.	<u>WORK TRUCK</u>	\$ <u>26.00</u> /hr.	\$ <u>26.00</u> /hr.
9.	<u>SPLICE VAN</u>	\$ <u>26.00</u> /hr.	\$ <u>26.00</u> /hr.
10.	<u></u>	\$ <u>        </u> /hr.	\$ <u>        </u> /hr.

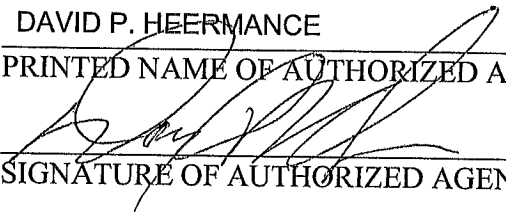
- |     |       |              |              |
|-----|-------|--------------|--------------|
| 11. | _____ | \$ _____/hr. | \$ _____/hr. |
| 12. | _____ | \$ _____/hr. | \$ _____/hr. |
| 13. | _____ | \$ _____/hr. | \$ _____/hr. |
| 14. | _____ | \$ _____/hr. | \$ _____/hr. |

\*NOTE: EACH MAN HOUR WILL HAVE A WORK TRUCK ADDED, EXAMPLE:  
 JOURNEYMAN ELECTRICIAN @\$126/HR + WORK TRUCK @ \$26.00 = \$152.00/HR.

CROSSTOWN ELECTRICAL & DATA, INC.	626-813-6693	626-869-0192
LEGAL NAME OF COMPANY	PHONE AND FAX NUMBER	

5454 DIAZ ST., IRWINDALE, CA 91706
BUSINESS ADDRESS

DAVID P. HEERMANCE	PRESIDENT
PRINTED NAME OF AUTHORIZED AGENT	TITLE

	5/2/2022	DAVE@CROSSTOWNDATA.COM
SIGNATURE OF AUTHORIZED AGENT	DATE	E-MAIL ADDRESS

22-3611877	756309
FEDERAL IDENTIFICATION NUMBER (IF APPLICABLE)	CONTRACTOR LICENSE NUMBER (IF APPLICABLE)