



Agenda Report

File #: 18-2275

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 11/20/2018

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration to approve a Maintenance/General Services Agreement with St. Francis Electric, LLC to provide Traffic Signal System Maintenance Services; and award Request for Proposals 19-005CA.

RECOMMENDED ACTION:

That the City Council:

1. Award Request for Proposals (RFP) 19-005CA, for Traffic Signal System Maintenance Services to St. Francis Electric, LLC in annual contract amounts not to exceed \$250,000 per year for an initial two-year term.
2. Authorize the City Manager, or his designees, to execute the Maintenance/General Services Agreement with St. Francis Electric, LLC in an amount not to exceed \$250,000 per year for two years.
3. Authorize the Purchasing Agent to issue purchase orders to St. Francis Electric, LLC in an amount not to exceed \$250,000 per year.
4. Authorize the City Manager, or his designees, to execute two additional two-year agreement amendments to the above mentioned Maintenance/General Services Agreement for subsequent fiscal years in amounts not to exceed \$250,000 per year, and to approve necessary change orders and/or amendments up to the amount provided by Corona Municipal Code Section 3.08.070(I).
5. Authorize the City Manager, or his designees, and City Attorney to negotiate and execute any amendments to the agreement, which are either non-substantive or are otherwise in compliance with the City Council's actions hereunder.

ANALYSIS:

On August 29, 2018, Request for Proposals (RFP) 19-005CA for Traffic Signal System Maintenance Services was formally advertised in the Sentinel Weekly News. The RFP was also sent to five known firms that provide traffic signal system maintenance services and posted on the City of Corona website on August 23, 2018.

Five (5) proposals were received by the September 14, 2018, due date and subsequently reviewed by a panel of City staff. Evaluation of the proposals was based on four criteria: 1) Work Plan/Work Organization, 2) Qualifications of Company, 3) Approach to Safety Measures, and 4) Reasonableness of Cost and Price with St. Francis Electric scoring the highest of the five firms. The following is a summary of the proposals received and scoring results:

Rank	Firm	Location
1	St. Francis Electric, LLC	Riverside
2	Computer Services Company	Baldwin Park
3	Siemens Mobility, Inc.	Riverside
4	Bear Electrical Solutions, Inc.	Alviso
5	Econolite Systems, Inc.	Anaheim

The scope of work includes professional traffic engineering and maintenance services, and working under the direction of City staff, the selected firm is responsible to:

- provide a full-time traffic signal maintenance technician;
- provide necessary utility/bucket truck for the technician;
- perform preventative maintenance tasks to Corona’s traffic signal system;
- perform a variety of routine repairs to the traffic signal system;
- perform a variety of non-routine repairs to the traffic signal system;

A purchase order will be issued to the awarded firm. The quality of work performed under this award will be reviewed by staff routinely throughout the duration of the contract term to ensure the quality and value of the work performed conforms to City standards. Award of RFP 19-005CA would not prohibit the City from issuing independent competitive RFPs for services that may or may not be covered under this award.

Staff has evaluated the current needs for this service, and determined the agreement amount necessary for Fiscal Year 2018-19.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City’s Strategic Plan Goal 1: Promote Public Safety; Objective c: Ensure adequate funding for investments and improvements in infrastructure that support public safety. Completion of the proposed contract will repair, replace, and install infrastructure improvements that contribute to the safety and mobility of Corona residents.

FISCAL IMPACT:

Funding for these professional services is included in the Fiscal Year 2018-19 Operating and Capital budgets. Staff will recommend appropriate amounts in future budget years to provide for these services as needed.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves agreements for on-call engineering and professional services, and there is no possibility that approving these agreements will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: DENNIS RALLS, PUBLIC WORKS PROGRAM MANAGER

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

REVIEWED BY: KIM SITTON, FINANCE MANAGER

REVIEWED BY: SCOTT BRIGGS ON BEHALF OF CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: DARRELL TALBERT, CITY MANAGER

Attachment: Maintenance/General Services Agreement

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ST. FRANCIS ELECTRIC, LLC
(TRAFFIC SIGNAL SYSTEM MAINTENANCE SERVICES – TRAFFIC SIGNAL
SYSTEM MAINTENANCE STAFF AUGMENTATION)**

1. PARTIES AND DATE.

This Agreement is made and entered into this **20th** day of **November, 2018** (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and **St. Francis Electric, LLC**, a limited liability company with its principal place of business at **1420 Citrus Street, Riverside, California 92507** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Traffic Signal System Maintenance** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Traffic Signal System Maintenance Staff Augmentation Services Project, RFP No. 19-005CA** (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Traffic Signal System Maintenance** services or other general services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits

attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **November 20, 2018** to **June 30, 2021** (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with the Schedule, City shall respond to Contractor’s submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City’s Representative. The City hereby designates **Nelson D. Nelson, PE, Public Works Director**, or his designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates **Guy Smith, Vice President**, or his designee, to act as its representative for the performance of this Agreement

("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be

complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its subsections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance

in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) **General Liability: \$3,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage; and (3) **Workers' Compensation and Employer's Liability:** Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured 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 therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(C) All Coverages. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Contractor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.4 Other Provisions; Endorsements Preferred. Contractor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Contractor:

(A) Waiver of Subrogation – All Other Policies. Contractor hereby waives all rights of subrogation any insurer of Contractor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Contractor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Contractor. Contractor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.5 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.7 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor’s insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.10.10 Sub-Contractors. All subcontractors shall comply with each and every insurance provision of this Section 3.2.10. Contractor shall therefore not allow any subcontractor to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement.

3.2.10.11 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a

surety with a current A.M. Best's rating no less than A-:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A-:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Two Hundred Fifty Thousand Dollars per fiscal years ending June 30, 2019, June 30, 2020 and June 30, 2021 (\$250,000)** ("Total Compensation") without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("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 are being performed as part of an

applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. 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. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City’s Representative. 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.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

St. Francis Electric, LLC
1420 Citrus Street
Riverside, CA 92507
Attn: Guy Smith
Vice President

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Nelson D. Nelson, PE
Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys' fees and other related costs and expenses. 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. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ST. FRANCIS ELECTRIC, LLC
(TRAFFIC SIGNAL SYSTEM MAINTENANCE SERVICES – TRAFFIC SIGNAL
SYSTEM MAINTENANCE STAFF AUGMENTATION)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____
Nelson D. Nelson, PE
Public Works Director

Reviewed By:

Tom Koper, PE
Assistant Public Works Director/City Engineer

Reviewed By:

Scott Briggs on behalf of
Cita Longworth, Purchasing Manager

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH ST. FRANCIS ELECTRIC, LLC
(TRAFFIC SIGNAL SYSTEM MAINTENANCE SERVICES – TRAFFIC SIGNAL
SYSTEM MAINTENANCE STAFF AUGMENTATION)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

ST. FRANCIS ELECTRIC, LLC
a Limited Liability Company

By: _____
Signature

Name

Title

EXHIBIT "A"

SCOPE OF SERVICES

Contractor's Traffic Signal Technician (Technician) will work with City Traffic Engineering staff and perform preventative maintenance tasks to the traffic signal system, investigate reports of malfunctioning or improperly timed traffic signals, complete minor repairs to elements of the traffic signal system, and assist staff with knockdown calls for services. Work assigned to Contractor will include daily and quarterly tasks as well as occasional project specific work. Contractor shall employ Technicians with demonstrated experience with maintaining traffic signal systems and appurtenances. Contractor's Technician shall be regularly assigned to the City as needed.

GENERAL REQUIREMENTS:

Contractor's Technician must possess and maintain current certificates from the International Municipal Signal Association (IMSA) in Work Zone Traffic Control Safety, Traffic Signal Technician Level I and Traffic Signal Field Technician Level II.

Contractor will be required to meet a minimum level of service as measured by the Traffic Engineer. If the Technician at any time fails to perform at an acceptable level, the Contractor will replace the Technician with another that will meet the level of service requirements. Acceptable levels will be measured by the quality and efficiency of work performed at the discretion of the Traffic Engineer including, but not limited to, completeness of work (done right the first time), appropriate amount of time to complete the work, ability to work alone and with the City team, professionalism interacting with the public and City staff, and work meeting the City's standards and specifications.

Contractor shall provide all tools, equipment and fully equipped vehicles(s) to be used by the Technician necessary to complete the tasks required herein including, but not limited to, hydraulic bucket truck capable of reaching 45 feet in the air from the roadway surface when required, amber arrow board/beacons acceptable for lane closure, shoulder closure and mobile traffic control per CA-MUTCD, portable generator, power tools, hand tools and appropriate PPE.

Consumable items such as tape, screws, nuts, washers, soap, cloths, solder, common retail batteries and similar items shall be provided by the Technician and included in the Contractor's hourly rates. All other parts and materials will be furnished by City.

A crane truck capable of removing and mounting traffic signal poles and controller cabinets may occasionally be required for some tasks. Contractor's usage of a crane truck will be on an as-needed basis and subject to prior written approval by the City prior to scheduling use.

Technician will be required to deploy appropriate traffic control measures for parking on the shoulder or in a lane of any public street in accordance with the latest approved California Manual on Uniform Traffic Control Devices (CA MUTCD). Traffic control must never create significant traffic congestion especially during peak traffic periods. Contractor's Technician shall also furnish

and wear Personal Protective Equipment (PPE) consistent with their profession, and at minimum, yellow or orange reflective safety vests, hard hats, long trousers, closed-toe shoes, and eye protection at all times at any City worksite.

SCOPE OF WORK:

Contractor shall provide all tools, equipment, apparatus, materials and skilled labor necessary to perform all work necessary to maintain City's traffic signal systems in good working order. The Technician will generally work 40 hours per week/52 weeks per year with permissible work hours typically being 7:00 am to 5:00 pm Monday through Friday excluding City observed holidays. The Technician may also be required to perform after hours work at the discretion of the City's Representative or his designee.

Preventative Maintenance Tasks

Comprehensive Preventative Maintenance (PM) tasks are to be completed by the Technician during each PM visit to a traffic signal, flashing beacon, in-pavement lighted crosswalk, Dynamic Message Sign (DMS) and Communication Hub to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the existing traffic signal control equipment. Technician shall utilize a City furnished preventive maintenance checklist during each inspection.

Technician is expected to affect any repairs or adjust any items not found to be up to City Standards. City Standards will be provided to the selected Contractor as part of the new technician orientation. Technician shall complete the PM checklist, perform appropriate adjustments as necessary, document irregularities found, and notify the Traffic Signal Coordinator for any items requiring significant work and considered more than routine maintenance.

PM Traffic Signals

Cabinets – General

- Check condition of cabinet exterior
- Remove graffiti, stickers, advertisements, yard sale signs, etc.
- Check weatherproofing and gaskets
- Check for water accumulation and duct sealant
- Check ground rod clamp and wire
- Check operation of fan and temperature setting (90-100 degrees)
- Check cabinet light is working (replace lamp as necessary)
- Check circuit breakers
- Check door switch
- Check/test ground fault receptacle
- Measure and record voltage at service inputs
- Measure and record current being drawn
- Check cabinet wiring connections to the field
- Vacuum cabinet
- Clean or replace filter in cabinet and BBU (as needed)

Cabinets – Controller

- Check if all indicator lamps and displays are working
- Check if cables and connections are tight and secure
- Check if time and date are correct (adjust as needed)

Cabinets – Detection

- Check if detection is working properly
- Check condition of video detection cameras
- Check pavement condition for inground detection
- Tune or adjust detection as necessary

Cabinets – Signal Control Equipment

- Measure and record 24v DC power
- Check if load switches are tight and secure, and operating properly (replace if necessary)
- Check if flashers are tight and secure, and operating properly (replace if necessary)
- Check if rack mount cards are tight and secure
- Wipe off controller, detectors, and auxiliary equipment

Cabinets – Opticom/EVP

- Check that Opticom/EVP cards and connections are secure

Cabinets – Battery Backup Unit (BBU)

- Check that BBU is on and operating properly
- Check BBU batteries for proper charge
- Check BBU connections for tightness
- Check BBU for corrosion on battery terminals
- Check battery for damage (cracks, bulging, leaking, etc.)

Cabinets – Advanced Traffic Management System (ATMS)

- Check GFCI/Surge Protector for proper operation (tripped)
- Check communication equipment for activity lights and operation
- Check and clean fiber equipment
- Check all cables for kinks/alignment/loose connections

Pedestrian Push Button and Stations

- Check and activate push buttons on each end of actuated crosswalks
- Visually verify pedestrian signal operations (walk and don't walk indications)
- Check pedestrian signal head for alignment
- Check for missing/damaged push buttons and PED plates (repair/replace as necessary)
- Check push button and assembly are secure (secure as necessary)
- Visually inspect crosswalk for potholes, cracks, condition of striping, etc.
- Check audible push buttons (if installed) are functioning properly (good volume, clear sounds, etc.)

Detectors – Cameras, Loops, and/or Wireless Antenna

- Visually inspect roadway along loop detector (if installed) for exposed wires, cracks, potholes, etc.
- Visually check PTZ camera for visible damage and misalignment (if installed)
- Visually check video detection cameras for visible damage and misalignment (if installed)
- Clean video detection camera lenses (if installed, as needed)

Opticom/EVP

- Check Opticom eye is secure and properly aligned
- Clean Opticom eye (as needed)

Junction Boxes and Pull Boxes

- Check lids and covers for condition and fit
- Check ground rod and clamp connection and bonding of the conduits (semi-annual)
- Check integrity of splices (semi-annual)
- Check cable and wire insulation (semi-annual)
- Check for abnormal amounts of water (semi-annual)

Mast Arms and Poles

- Inspect for rust or damage
- Inspect anchor bolts for rust, fractures and tightness
- Check for missing hand hole covers
- Check for missing pole and end caps
- Remove advertisement signs, yard sale signs, etc.

Signal Heads, Internally Illuminated Street Name Signs (IISNS), and Safety Lights

- Check alignment of signal heads (realign as necessary)
- Check for missing/damaged signal heads
- Check signal heads for defective LED's (replace as necessary)
- Check for missing/damaged back plates and visors on signal heads (repair or replace as necessary)
- Check for missing/damaged IISNS face plates
- Visually check IISNS's are secure and level
- Visually check safety lights are secure and properly aligned

Traffic Signs

- Check that signs mounted on the pole or mast arm are secure and properly aligned
- Check that signs are in good condition (not faded, no graffiti, no stickers, etc.)

PM Communication Hub Cabinets

- Inspect and clean the interior and exterior of the cabinet
- Ensure all equipment is secured
- Check and replace cabinet filter if necessary
- Check operation of devices and look for fault indicators
- Check condition of cables

PM Dynamic Message Signs

- Inspect and clean the interior and exterior of the cabinet
- Ensure all equipment is secured
- Check and replace cabinet filter if necessary
- Check operation of devices and look for fault indicators
- Check condition of cables
- See if the controllers function
- Run Sign Test and Check DMS Displays
- Check the pole for rust, damage, etc.

PM In-Pavement Lighted Crosswalks

- Actuated inground PED crossings
- Open the cabinet, record voltage that's displayed on the circuit board
- Check poles, buttons, signs, solar panels, etc. for damage
- Check for missing or lights not working
- Light functioning properly (flashing, solid, or dark)
- Check crosswalk and ramps for damage or fading striping

PM Flashing Beacons

- Check operation of Beacons
- Check controller
- Check clock on controller
- Check condition of poles, wiring, pull boxes
- Check condition of pavement and striping (if appropriate)
- Check condition of sidewalk and PED ramps (if appropriate)

Calls for Service/Repair Tasks

Technician shall investigate and determine corrective requirements for reported malfunctions, failure or outage of the traffic signal system. Technician shall repair or replace equipment and components that have failed, deteriorated or malfunctioned from normal operation of the traffic signal system. Technician shall itemize each repair made and recommend to the City any additional work if necessary.

Service/Repair Tasks include, but are not limited to:

- Replace signal indications
- Replace PED indications
- Replace PED assemblies and/or buttons

- Repair signal wiring
- Repair or resplice traffic loops
- Realign signal & PED heads
- Repair and/or replace signals poles
- Repair and/or replace traffic signal cabinets
- Repair and/or replace battery backup systems
- Replace damaged pull box lids
- Repair and/or replace safety lights
- Repair and/or replace IISNS lights & panels
- Repair and/or replace traffic signal frame work
- Repair and/or replace video detection cameras

RECORD KEEPING AND REPORTING:

Activity Reports

Technician shall be required to complete electronic activity reports. The City currently utilizes a MS Access database for reporting but is transitioning to an online activity report. City will provide Contractor access to either reporting mechanism. Contractor shall provide Technician with the technological means to gain access to the electronic activity report such as a tablet or laptop computer. Handwritten reports are not acceptable unless Contractor makes advance arrangements with the City. Reporting shall be submitted weekly to the Traffic Signal Coordinator.

City may randomly inspect sites during the month of or the month following the Scheduled Traffic Signal Maintenance. If any site is not maintained or is poorly maintained, the Public Works Director or his designee will notify the Contractor of such deficiency. If Contractor fails to promptly correct the deficiency to the City’s satisfaction and advise the Public Works Director or his designee of the correction, the City may withhold partial or full payment for that site when the monthly invoice is received.

Monthly Billing Activity Report

Contractor shall provide City with monthly invoices and a detailed activity report listing the following:

- Technician’s name
- Location
- Date and arrival/departure times
- Brief description of work performed
- Type of vehicle used

WARRANTY PERIOD:

Contractor shall warrant Technician’s workmanship for one (1) year after acceptance by City. Any required rework/warranty service will be performed by Contractor at no additional charge to City.

SALVAGED/DAMAGE PARTS & MATERIALS:

Unless otherwise directed by City, salvaged/damaged parts and materials shall remain City property. Contractor shall deliver any salvaged or salvageable equipment or material to a location in the City as directed by the Traffic Engineer. At City's sole discretion, any material or equipment declared non-salvageable by the Traffic Engineer shall be taken from the City and disposed of properly by Contractor, and City will compensate Contractor for proper disposal of the specified parts and materials.

EQUIPMENT MAINTENANCE REQUIREMENTS:

Contractor's vehicles and equipment shall be well-maintained, kept clean and in good and safe mechanical condition at all times while operating within the City.

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Contractor shall perform the Services on an as-needed basis within the Term of this Agreement and shall meet any other schedules and deadlines established by City’s Representative.

Work shall typically be performed between the hours of 7:00 am and 5:00 pm – Monday through Friday, excluding City observed holidays. Technician may also be required to perform after hours work or additional repairs at the discretion of the City’s Representative or his designee.

**EXHIBIT “C”
COMPENSATION**

Personnel Hourly Rates				
Description	Straight Time/Hour	Overtime/ Hour	Holidays/ Hour	Emergency/ Hour
Traffic Signal Laborer	\$76.00	\$106.00	\$136.00	\$136.00
Traffic Signal Technician	\$86.00	\$116.00	\$146.00	\$146.00
Traffic Signal Technician Journeyman	\$86.00	\$116.00	\$146.00	\$146.00
Traffic Signal Foreman	\$92.00	\$125.00	\$158.00	\$158.00
Crane Operator	\$96.00	\$129.00	\$162.00	\$162.00
Laboratory Technician	\$85.50	\$115.00	\$145.00	\$145.00
Equipment Rates				
Description	Per Hour			
Utility Truck w/Arrow Board	\$22.00			
Bucket Truck	\$26.00			
Boom Truck	\$70.00			
Crane	\$70.00			
Dump Truck	\$65.00			
Air Compressor w/Tools	\$20.00			

Pursuant to Section 3.2.12, et seq., of this Agreement, Contractor shall provide City with Payment and Performance Bonds that shall be completed on bond forms provided by the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Compensation Amount indicated in this Agreement. Contractor’s invoice amount for the Payment and Performance Bonds shall not exceed Contractor’s actual bond costs.