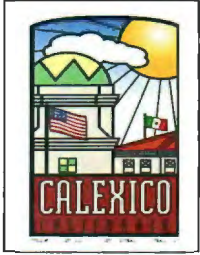


**AGENDA  
ITEM**

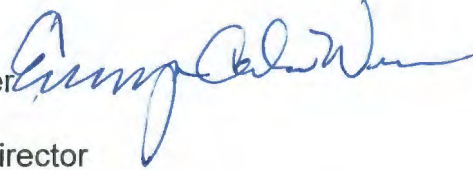
**14**




# AGENDA STAFF REPORT

**DATE:** July 5, 2023

**TO:** Mayor and City Council

**APPROVED BY:** Esperanza Colio Warren, City Manager 

**REVIEWED BY:** Sandra L. Fonseca, Interim Finance Director

**PREPARED BY:** Lilliana Falomir, Public Works Manager – Administrative 

**SUBJECT:** Authorize City Manager to Sign Professional Services Agreement for On-Call Street Lighting Maintenance and Repair Services in Downtown Calexico between the City of Calexico and Advance Lighting Services, Inc.

=====

**Recommendation:**

Authorize City Manager to Sign Professional Services Agreement for On-Call Street Lighting Maintenance and Repair Services in Downtown Calexico between the City of Calexico and Advance Lighting Services, Inc.

**Background:**

On December 7, 2022, the City Council of the City of Calexico approved the following:

1. Recommendation by the Business Improvement District (BID) to Utilize \$35,000 from American Rescue Plan Act (ARPA) and \$15,000 from BID to Repair and Replace Lighting in the Downtown.
2. Adopt Budget Amendment Resolution for Fund No. 255 - ARPA in the Amount of \$35,000 and Fund No. 712 in the Amount of \$15,000 from BID to Repair and Replace Lighting in Downtown Calexico.
3. Authorize City staff to Send the Project Out to Bid.

On February 14, 2023, the City of Calexico Public Works Department began requesting Request for Proposal (RFP) for On-Call Street Lighting Maintenance and Repair Services in Downtown Calexico (Attachment No. 1). On March 2, 2023, no RFPs were received by the Office of the City Clerk (Attachment No. 2).



Revisions were made to the RFP and on April 11, 2023, the City of Calexico Public Works Department began requesting RFP's for On-Call Street Lighting Maintenance and Repair Services in Downtown Calexico (Attachment No. 3).

**Discussion & Analysis:**

On April 26, 2023, the Office of the City Clerk received one (1) proposal:

#	Company
1	Advance Lighting Services, Inc.

After reviewing Advance Lighting Services, Inc. proposal, Public Works staff found that Advance Lighting Services, Inc. meets all required guidelines as per the RFP and are the only responsible bidder. For this reason, Public Works Staff is requesting that the City Council of the City of Calexico authorize the City Manager to sign Professional Services Agreement for On-Call Street Lighting Maintenance and Repair Services in Downtown Calexico between the City of Calexico and Advance Lighting Services, Inc (Attachment No. 4).

**Fiscal Impact:**

Capital Improvement Program Budgeted Item for FY 2023-2024	
Fund No. 712 – Business Improvement District (approved by City Council on 12/07/22)	\$15,000.00
Fund No. 255 – ARPA (approved by City Council on 12/07/22)	\$35,000.00
<b>Total</b>	<b>\$50,000.00</b>

**Coordinated With:**

- City Manager's Office.
- City Attorney's Office.
- Public Works Department.
- Office of the City Clerk.

**Attachment(s):**

1. Request for Proposal for On-Call Street Lighting Maintenance and Repair Services in Downtown Calexico dated February 13, 2023.
2. Memo from City Clerk dated March 2, 2023.
3. Request for Proposal for On-Call Street Lighting Maintenance and Repair Services in Downtown Calexico dated April 11, 2023.
4. Professional Services Agreement for On-Call Street Lighting Maintenance and Repair Services in Downtown Calexico between the City of Calexico and Advance Lighting Services, Inc.

# ATTACHMENT NO. 1

# CITY OF CALEXICO



**Request for Proposals  
for  
On-Call Street Lighting Maintenance and  
Repairs  
in  
Downtown Calexico**

**Public Works Department  
549 Pierce Avenue  
Calexico, CA 92231  
760/768-2160  
[www.calexico.ca.gov](http://www.calexico.ca.gov)**

**February 13, 2023**

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### EXHIBITS

A – Sample Proposal Evaluation Form

B – Street Light Locations

C – Sample Professional Services Agreement and Insurance Requirements

## **I. INTRODUCTION AND BACKGROUND**

The City of Calexico ("City") seeks proposals for the provision of on-call maintenance and repair services for City-owned street lights ("Services") as set forth in this Request for Proposals ("RFP"). The response to this RFP should serve as a complete approach to providing the Services. The objective is for Respondents to submit sufficient information to allow the City to select one Respondent to provide the Services on a non-exclusive basis. Currently there are 109 street lights in downtown Calexico that the successful contractor will be expected to service. Additional street lights in downtown Calexico are anticipated to be added during the term of this agreement.

Duration of contract shall be one (1) year from Council approval of contract with the option by both City and Respondent, by mutual agreement, to extend for up to one (1) one (1) year extension.

The contractor will be regulated according to the provisions of all federal, state and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1774. All Service Providers and sub-consultant(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet at: <http://www.dir.ca.gov>. All Service Providers and sub-consultant(s) shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

## **II. PROJECT POSTING AND SCHEDULING**

This RFP is being distributed over the internet and is posted at the City's website at the following address: <https://www.calexico.ca.gov/bidsandrfps>. Contractors wishing to propose in response to this RFP must obtain this document from our website. Due to the fact that anyone can download the RFP and the City has no method for tracking the distribution, the City is not able to maintain a list of potential consultants and/or proposers and cannot provide individual notification of amendments or addendums to this RFP.

The City will therefore post any addendums to the RFP on the above mentioned website. All consultants shall refer to the website to verify all addendums that have been issued and that they have acknowledged all such addendums in their proposal.

## **III. SCOPE OF WORK**

The contractor shall perform all Services described in this section and all obligations set forth in the draft contract (Attachment C).

The contractor shall:

- Furnish complete street light maintenance, emergency repair service, and extra work on a time and material basis.
- Provide all labor, tools, equipment, and materials to perform the services with the exception of replacement street light poles. The contractor will coordinate with other City contractors as necessary.

The contractor shall leave the work area in a clean, “broom swept” state upon completion of the work at the end of each work day. The contractor must dispose of all debris generated in an appropriate manner. The contractor shall be responsible for all safety training, procedures and requirements.

## **MAINTENANCE REQUIREMENTS**

### Street and Pedestrian Lights

The contractor is to provide complete on-call - both scheduled and unscheduled - maintenance, upgrades, and emergency repair services for City-owned street light poles with LED fixtures in downtown Calexico. Services shall include furnishing all labor, tools, equipment, personnel and traffic control necessary to provide the Services as described in the contract documents. The Services may also include the installation of equipment and/or materials for City- owned LED street and pedestrian light poles and fixtures, either complete or partial. All Services shall be performed in accordance with all applicable standards and technical specifications.

- Maintenance tasks to be completed under the contract may include but will not be limited to:
  - Lamp Replacement.
  - Luminaire/fixture repair and/or replacement with documentation as required.
  - Rewiring standards and brackets.
  - Overhead street light (SL) circuit repair or replacement of up to one span of conductor with documentation as required.
  - Re-fusing (All related street light fuses.)
  - Re-fusing or resitting overhead transformers (only those feeding SL’s or SL circuits.)
  - Re-fusing oil switches.
  - Photocell replacement.
  - High pressure sodium (HPS) starting aid replacement.
  - Ballast replacement.
  - Refractor replacement.
  - Metal and fiberglass standards handhole cover replacement.
  - Routine Lens and Reflector cleaning. (When any maintenance is performed on a streetlight, the Lens and Reflector shall be properly cleaned.)
  - Addressing of light standards as needed.
  - Painting and/or repair of poles. City of Calexico may provide paint, replacement street and pedestrian light poles, and LED light fixtures.



During the course of on-call maintenance or repairs, the contractor is expected to watch for and make other street or pedestrian pole and light fixture repairs that may be needed. However, if a situation is observed that requires repair, approval by the City of Calexico is required prior to beginning those repairs, except for repairs of an emergency nature.

### **UNSCHEDULED OR EMERGENCY REPAIRS**

Continuous maintenance and emergency service shall be provided by contractor 24 hours per day, 365 days per year for the entire term of the contract. Contractor shall provide and maintain a 24-hour a day, continuous, one number answering service. All changes in the telephone number shall be preceded by a written notice to the City at least one (1) week prior to the date of change.

All malfunctions of a street light and/or accessory equipment reported to the contractor shall be considered an emergency. Any damage, which in the opinion of the City or other authorized persons, constitute a serious hazard to the public shall be considered an emergency. In such instances, the contractor shall respond to the site within TWO (2) hours from the time the contractor is notified. Permanent repairs must be completed as soon as possible. Repairs not classified as "emergency" shall be completed within (2) two business days.

### **POTENTIAL EXTRA WORK**

The term "extra work" includes all work and materials that may be required by the City of Calexico which is not annual preventive maintenance or repair work. The City may provide any or all necessary parts and materials for any work done by contractor. Examples of extra work may be as follows:

- Metal and fiberglass standard inspections, maintenance and straightening.
- Transformer change out.
- Minor tree trimming.
- Removal of existing street lights or disconnection of existing street lights.
- Repairs associated with major storm damage.
- Additional maintenance as required by the City.

### **IV. NOTIFICATION OF CONSULTANT REGISTRATION REQUIREMENTS (WHERE REQUIRED)**

Pursuant to the requirements of California Labor Code section 1771.1, all consultants and sub-consultants that wish to engage in public work through a public works contract must be registered with the Department of Industrial Relations (DIR).

Beginning March 1, 2015, no consultant or sub-consultant may be listed on a bid proposal for a public works project unless registered with DIR.

Beginning April 1, 2015, no consultant or sub-consultant may be awarded a contract for public work on a public works project unless registered with the DIR, pursuant to Labor Code section 1725.5

All consultants, including sub-consultants listed in the proposal must be registered with the DIR at the time proposals are due, and must submit proof of registration with the proposal. Any proposals received listing unregistered consultants and/or sub-consultants will be deemed non-responsive.

***NOTE: DIR number is to be specified on the cover page of the consultant proposal. Proof of registration for consultant and sub-consultant shall also be submitted as an exhibit of the proposal.***

Application and renewal are completed online with a non-refundable fee of \$400. Read the Public Works Reforms (SB 854) Fact Sheet for requirements. Instructions for completing the form and additional information can be found on the DIR website.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### SOURCES OF INFORMATION

INFORMATION	WEBSITE
Department of Industrial Relations (Public Works)	<a href="http://www.dir.ca.gov/Public-Works/PublicWorks.html">http://www.dir.ca.gov/Public-Works/PublicWorks.html</a>
SB 854 Fact Sheet	<a href="https://www.dir.ca.gov/Public-Works/PublicWorksSB854.html">https://www.dir.ca.gov/Public-Works/PublicWorksSB854.html</a>
Senate Bill 854 Compliance	<a href="http://www.dir.ca.gov/Public-Works/SB854.html">http://www.dir.ca.gov/Public-Works/SB854.html</a>
Public Works Contractor (PWC) Registration	<a href="https://www.dir.ca.gov/Public-Works/Contractor-Registration.html">https://www.dir.ca.gov/Public-Works/Contractor-Registration.html</a>
Classifications and Minimum Labor Rates	<a href="http://www.dir.ca.gov/OPRL/Pwd/">http://www.dir.ca.gov/OPRL/Pwd/</a>

#### V. PROPOSAL REQUIREMENTS

Interested Respondent shall submit Proposals that clearly demonstrate their ability to provide the Services. The Proposal should be a complete and detailed approach to providing all Services and any Additional Services that the Respondent proposes. Only one Proposal should be submitted. The entire Proposal (excluding cover letter, addenda, and fee proposal) may not exceed ten (10) pages. The Proposal should be submitted on 8.5 x 11 paper. Proposal must be typewritten or computer-generated. The font type size may not be smaller than eleven (11) point and margins cannot be less than one inch (1”).

The Proposals shall include the following information in the order listed below to facilitate fair and equal evaluation of Proposals.

- A. COVER LETTER. Briefly introduce the Respondent, explain the Respondent's interest in providing the Services, and articulate why the Respondent is qualified to provide the Services. Include the name, address, email address and phone number of the person who will serve as the Respondent's principle contact with City staff. Identify individual(s) who will be working on the project.
- B. METHOD. Describe the Respondent's approach to the Services, including: how Respondent will work collaboratively with the City to complete deliverables; Respondent's approach to completing deliverables; and priority and scheduling. Provide information on the Respondent's current workload and ability to deliver the desired Services. If the Respondent proposes to use City-owned equipment, this must be identified.
- C. QUALIFICATIONS OF CONTRACTOR & KEY PERSONNEL. Information on recent, relevant or similar services and copies of membership in any professional organizations. Respondent should demonstrate relevant experience in providing services similar to the Services Provide information about the individuals that will be assigned to the Services, including their proposed role, expertise and capabilities. Any proposed subcontractors must be identified. Full resumes can be included in an appendix.
- D. PAST PERFORMANCE. Provide two (2) client references within the past two (2) years, including contact name, firm or agency, phone number, email and brief summary of services provided. The City is especially interested in references that can attest to the Respondent's ability and performance in similar work with similar organizations and similar scope of services.
- E. EXCLUSIONS & ADDITIONAL SERVICES. The Respondent must include any proposed exclusions to the Services or draft contract, providing specific details and the reasoning behind the exclusion, and any proposed Additional Services.
- F. ADDITIONAL INFORMATION. The Respondent may list any additional information or data not requested as part of this RFP that Respondent believes should be considered in the evaluation of the Proposal provided the entire Proposal is no more than the identified page limit.
- G. FEE PROPOSAL. A fee proposal consisting of the following, at minimum:
  - a. Hourly and unit rates for personnel and equipment required for maintenance activities. Hourly labor rates must be specific for each discipline or position who may be assigned to perform the Services.
  - b. The proposed rate for any Additional Services that may be proposed, including any mark-ups on sub-consultants.

Rates should include all costs of performing the Services (including without limitation, mileage, equipment, supplies, permits, licenses, overhead, profit, etc.) Although the City does not anticipate compensating Respondent for any additional items or expenses, any such additional amounts to be charged to the City should be identified in the fee proposal. Rates shall remain unchanged for the entire Term of the Agreement.

**Insurance Requirements**

Prior to execution of the agreement with the City, the successful firm must provide evidence of insurance coverages as noted in the sample contract and insurance requirements exhibit. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract. Insurance requirements may be adjusted once the final cost and fees proposal is reviewed.

**VI. SELECTION PROCESS**

The City of Calexico will utilize a one-step selection process. The City reserves the right to include an oral interview process component. If an oral interview is considered, selected firms will be notified.

Proposals will be reviewed by an evaluation committee. The evaluation committee’s assessment and recommendations shall be forwarded to the City Managers for review. The City Manager shall provide a report of the committee’s evaluation and recommendations, along with his recommendation, for the selection of a firm to the City Council for final review and approval to enter into negotiations for an agreement.

Additionally, the City reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

**VII. TENTATIVE SCHEDULE**

Request for Proposal Issued	February 13, 2023
Proposals Due	March 2, 2023 at 2:00p.m.
Selection and Negotiations	Week of March 6, 2023
City Council Approval of Contract	March 15, 2023
Project Completion	TBD

**VIII. INQUIRIES**

Pre-submittal procedural or technical inquires may be directed to Lilliana Falomir, Public Works Manager via email at [falomirl@calexico.ca.gov](mailto:falomirl@calexico.ca.gov).

**IX. SUBMITTAL DEADLINE**

Contractor must submit five (5) copies of their proposal with original Contractor signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional material may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked “RFP for Street Light Maintenance and Repairs in Downtown Calexico” and delivered on or before 2:00p.m. on Thursday, March 2, 2023 to:

Office of the City Clerk  
City Hall  
City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

Late, emailed or facsimile proposals will not be accepted. It is the proposer’s responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

# **EXHIBIT A**

## SAMPLE OF PROPOSAL EVALUATION FORM

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

Evaluator: \_\_\_\_\_

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

<b>1 Technical Approach (35 Points)</b>	Points Awarded	_____
Responsiveness & understanding of work to be done, (i.e. scope of work). Specific experience with similar Street Light Maintenance and Repairs		
<b>2 Project Management (30 Points)</b>	Points Awarded	_____
Capacity to perform the scope of work and the ability to conclude in a timely manner. Quality of staff based on recent experience		
<b>3 Price (15 Points)</b>	Points Awarded	_____
<b>Past experience, representative work and reference (15 Points)</b>	Points Awarded	_____
<b>4</b>		
<b>5 Overall quality of proposal, including qualifications and thoroughness (5 Points)</b>	Points Awarded	_____
	Total Score	_____

Comments:

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# **EXHIBIT B**



## Street Light Locations

### 1<sup>st</sup> Street

Paulin Avenue to Mary Avenue

### 2<sup>nd</sup> Street

Paulin Avenue to Mary Avenue

### 3<sup>rd</sup> Street

Paulin Avenue to Mary Avenue

### 4<sup>th</sup> Street

Paulin Avenue to Mary Avenue

### Paulin Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

### Rockwood Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

### Heffernan Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

### Heber Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

### Mary Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

# EXHIBIT C

**CITY OF CALEXICO  
PROFESSIONAL SERVICES AGREEMENT  
FOR ON-CALL STREET LIGHTING MAINTENANCE AND REPAIR SERVICES IN  
DOWNTOWN CALEXICO**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this [REDACTED] day of [REDACTED], 2023, by and between the City of Calexico, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 608 Heber Avenue, Calexico, California 92231 ("City") and [REDACTED] ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing street lighting maintenance and repair services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such professional services for the On-Call Street Lighting Maintenance and Repair Services project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant 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 consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, 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 [REDACTED], 2023 to [REDACTED], 2024, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Compensation.**

3.2.1 Compensation. Consultant 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 maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed Twenty-Five Thousand (\$25,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant 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. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

### **3.3 Responsibilities of Consultant.**

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant 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. Consultant 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement,

and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **\*\*\*INSERT NAME AND TITLE\*\*\***.

3.3.5 City's Representative. The City hereby designates Director of Public Works/City Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **\*\*\*INSERT NAME AND TITLE\*\*\***, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her 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.

3.3.7 Coordination of Services. Consultant 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.

3.3.8 Standard of Care; Performance of Employees. Consultant 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. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant

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 Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants 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 Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### 3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant 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. Consultant shall be liable for all violations

of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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 and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies 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.

3.3.10.3 Equal Opportunity Employment. Consultant 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. Consultant 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.

3.3.10.4 Air Quality. To the extent applicable, Consultant 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). Consultant 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 Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 work and the conditions under which the work is to be performed.

### 3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant 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.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.



Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant 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 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and

1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

**3.4.3 Compliance Monitoring.** This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

**3.4.4 Labor Certification.** By its signature hereunder, Consultant 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 Worker's 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.

### **3.5 Termination of Agreement.**

**3.5.1.1 Grounds for Termination.** City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

**3.5.1.3 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.

### **3.6 Indemnification.**

**3.6.1** To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its 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, in any manner arising out of, pertaining to, or incident to any acts, errors or

omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant 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. Consultant 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.

#### **3.7.2 Independent Contractors and Subcontracting.**

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 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:

Consultant:

[REDACTED]  
[REDACTED]  
[REDACTED]  
ATTN: [\*\*\*INSERT NAME AND TITLE\*\*\*]

City:

City of Calexico  
608 Heber Avenue  
Calexico, CA 92231  
ATTN: Esperanza Colio Warren, City Manager

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. 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"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant 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 prepared by design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal

action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 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.

3.7.6 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.

3.7.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Imperial 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, Consultant 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 Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

3.7.11 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services 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.

3.7.12 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 Consultant include all personnel, employees, agents, and subconsultants of Consultant, 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.



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

3.7.14 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.

3.7.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.16 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.

3.7.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants 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.

3.7.18 Authority to Enter Agreement. Consultant 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.

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

3.7.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.7.21 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

- 3.7.21.1 Amendment(s)
- 3.7.21.2 This Agreement
- 3.7.21.3 Task Orders

### **3.8 Non-Discrimination**

3.8.1 During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty ( 40)), marital status and denial of family care leave.

3.8.2 Consultant shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

3.8.3 Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).

3.8.4 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

3.8.5 The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

3.8.6 Consultant shall give written notice of their obligations under this Section to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform work under this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL STREET LIGHTING MAINTENANCE AND REPAIR SERVICES BETWEEN THE CITY OF CALEXICO AND \_\_\_\_\_**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF CALEXICO**

**CONSULTANT NAME**

*Approved By:*

**[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]**

\_\_\_\_\_  
**[INSERT NAME]**  
**[INSERT TITLE]**

*Approved as to Form:*

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

Printed Name: \_\_\_\_\_

*Attested By:*

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Printed Name: \_\_\_\_\_

**EXHIBIT "A"  
SCOPE OF SERVICES**

\*\*\*INSERT SCOPE FROM RFP/ORIGINAL PROPOSAL\*\*\*

**EXHIBIT "B"**  
**SAMPLE TASK ORDER FORM**

Task Order No. [REDACTED]

Agreement: On-Call Street Light Maintenance and Repair Services for Downtown Calexico

Consultant: [REDACTED]

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$ [REDACTED], [REDACTED].00

**Completion Date:** [REDACTED]

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF CALEXICO**

**CONSULTANT NAME**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT "C"  
COMPENSATION**

**[\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\*]**

# ATTACHMENT NO. 2



**City of Calexico**  
**City Clerk's Office**  
608 Heber Avenue  
Calexico, CA 92231  
(760) 768-2102  
(760) 768-2103

# Memorandum

**To:** Liliana Falomir, Public Works Manager

**From:** Gabriela T Garcia, City Clerk

**Date:** 3/2/2023

**RE:** RFP for On-Call Street Lighting Maintenance and Repairs in Downtown Calexico

---

Ms. Falomir,

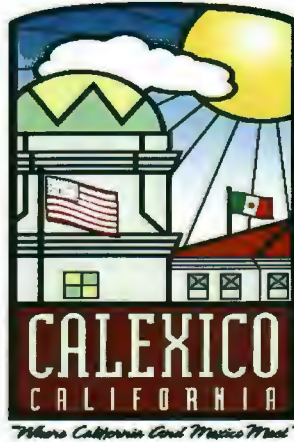
Please be advised that no proposals were received today, March 2, 2023 for the RFP for On-Call Street Lighting Maintenance and Repairs in Downtown Calexico Project.

Thank you for your attention in this matter. If you have any questions, please do not hesitate to call me at ext. 435.



# ATTACHMENT NO. 3

# CITY OF CALEXICO



**Request for Proposals  
for  
On-Call Street Lighting Maintenance and  
Repairs  
in  
Downtown Calexico**

**Public Works Department  
549 Pierce Avenue  
Calexico, CA 92231  
760/768-2160  
[www.calexico.ca.gov](http://www.calexico.ca.gov)**

**April 11, 2023**

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### EXHIBITS

A – Sample Proposal Evaluation Form

B – Street Light Locations

C – Sample Professional Services Agreement and Insurance Requirements

## **I. INTRODUCTION AND BACKGROUND**

The City of Calexico ("City") seeks proposals for the provision of on-call maintenance and repair services for City-owned street lights ("Services") as set forth in this Request for Proposals ("RFP"). The response to this RFP should serve as a complete approach to providing the Services. The objective is for Respondents to submit sufficient information to allow the City to select one Respondent to provide the Services on a non-exclusive basis. Currently there are 109 street lights in downtown Calexico that the successful contractor will be expected to service. Additional street lights in downtown Calexico are anticipated to be added during the term of this agreement.

Duration of contract shall be one (1) year from Council approval of contract with the option by both City and Respondent, by mutual agreement, to extend for up to one (1) one (1) year extension.

The contractor will be regulated according to the provisions of all federal, state and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1774. All Service Providers and sub-consultant(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet at: <http://www.dir.ca.gov>. All Service Providers and sub-consultant(s) shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

## **II. PROJECT POSTING AND SCHEDULING**

This RFP is being distributed over the internet and is posted at the City's website at the following address: <https://www.calexico.ca.gov/bidsandrfps>. Contractors wishing to propose in response to this RFP must obtain this document from our website. Due to the fact that anyone can download the RFP and the City has no method for tracking the distribution, the City is not able to maintain a list of potential consultants and/or proposers and cannot provide individual notification of amendments or addendums to this RFP.

The City will therefore post any addendums to the RFP on the above mentioned website. All consultants shall refer to the website to verify all addendums that have been issued and that they have acknowledged all such addendums in their proposal.

## **III. SCOPE OF WORK**

The contractor shall perform all Services described in this section and all obligations set forth in the draft contract (Attachment C).

The contractor shall:

- Furnish complete street light maintenance, repair service, and extra work on a time and material basis.
- Provide all labor, tools, equipment, and materials to perform the services with the exception of replacement street light poles. The contractor will coordinate with other City contractors as necessary.

The contractor shall leave the work area in a clean, “broom swept” state upon completion of the work at the end of each work day. The contractor must dispose of all debris generated in an appropriate manner. The contractor shall be responsible for all safety training, procedures and requirements.

## **MAINTENANCE REQUIREMENTS**

### Street and Pedestrian Lights

The contractor is to provide complete scheduled maintenance, upgrades, and repair services for City-owned street light poles with LED fixtures in downtown Calexico. Services shall include furnishing all labor, tools, equipment, personnel and traffic control necessary to provide the Services as described in the contract documents. The Services may also include the installation of equipment and/or materials for City- owned LED street and pedestrian light poles and fixtures, either complete or partial. All Services shall be performed in accordance with all applicable standards and technical specifications.

- Maintenance tasks to be completed under the contract may include but will not be limited to:
  - Lamp Replacement.
  - Luminaire/fixture repair and/or replacement with documentation as required.
  - Rewiring standards and brackets.
  - Overhead street light (SL) circuit repair or replacement of up to one span of conductor with documentation as required.
  - Re-fusing (All related street light fuses.)
  - Re-fusing or resitting overhead transformers (only those feeding SL’s or SL circuits.)
  - Re-fusing oil switches.
  - Photocell replacement.
  - High pressure sodium (HPS) starting aid replacement.
  - Ballast replacement.
  - Refractor replacement.
  - Metal and fiberglass standards handhole cover replacement.
  - Routine Lens and Reflector cleaning. (When any maintenance is performed on a streetlight, the Lens and Reflector shall be properly cleaned.)
  - Addressing of light standards as needed.
  - Painting and/or repair of poles. City of Calexico may provide paint, replacement street and pedestrian light poles, and LED light fixtures.

During the course of on-call maintenance or repairs, the contractor is expected to watch for and make other street or pedestrian pole and light fixture repairs that may be needed. However, if a situation is observed that requires repair, approval by the City of Calexico is required prior to beginning those repairs, except for repairs of an emergency nature.

#### **POTENTIAL EXTRA WORK**

The term “extra work” includes all work and materials that may be required by the City of Calexico which is not annual preventive maintenance or repair work. The City may provide any or all necessary parts and materials for any work done by contractor. Examples of extra work may be as follows:

- Metal and fiberglass standard inspections, maintenance and straightening.
- Transformer change out.
- Minor tree trimming.
- Removal of existing street lights or disconnection of existing street lights.
- Repairs associated with major storm damage.
- Additional maintenance as required by the City.

#### **IV. NOTIFICATION OF CONSULTANT REGISTRATION REQUIREMENTS (WHERE REQUIRED)**

Pursuant to the requirements of California Labor Code section 1771.1, all consultants and sub-consultants that wish to engage in public work through a public works contract must be registered with the Department of Industrial Relations (DIR).

Beginning March 1, 2015, no consultant or sub-consultant may be listed on a bid proposal for a public works project unless registered with DIR.

Beginning April 1, 2015, no consultant or sub-consultant may be awarded a contract for public work on a public works project unless registered with the DIR, pursuant to Labor Code section 1725.5

All consultants, including sub-consultants listed in the proposal must be registered with the DIR at the time proposals are due, and must submit proof of registration with the proposal. Any proposals received listing unregistered consultants and/or sub-consultants will be deemed non-responsive.

***NOTE: DIR number is to be specified on the cover page of the consultant proposal. Proof of registration for consultant and sub-consultant shall also be submitted as an exhibit of the proposal.***

Application and renewal are completed online with a non-refundable fee of \$400. Read the Public Works Reforms (SB 854) Fact Sheet for requirements. Instructions for completing the form and additional information can be found on the DIR website.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### SOURCES OF INFORMATION

INFORMATION	WEBSITE
Department of Industrial Relations (Public Works)	<a href="http://www.dir.ca.gov/Public-Works/PublicWorks.html">http://www.dir.ca.gov/Public-Works/PublicWorks.html</a>
SB 854 Fact Sheet	<a href="https://www.dir.ca.gov/Public-Works/PublicWorksSB854.html">https://www.dir.ca.gov/Public-Works/PublicWorksSB854.html</a>
Senate Bill 854 Compliance	<a href="http://www.dir.ca.gov/Public-Works/SB854.html">http://www.dir.ca.gov/Public-Works/SB854.html</a>
Public Works Contractor (PWC) Registration	<a href="https://www.dir.ca.gov/Public-Works/Contractor-Registration.html">https://www.dir.ca.gov/Public-Works/Contractor-Registration.html</a>
Classifications and Minimum Labor Rates	<a href="http://www.dir.ca.gov/OPRL/Pwd/">http://www.dir.ca.gov/OPRL/Pwd/</a>

### V. PROPOSAL REQUIREMENTS

Interested Respondent shall submit Proposals that clearly demonstrate their ability to provide the Services. The Proposal should be a complete and detailed approach to providing all Services and any Additional Services that the Respondent proposes. Only one Proposal should be submitted. The entire Proposal (excluding cover letter, addenda, and fee proposal) may not exceed ten (10) pages. The Proposal should be submitted on 8.5 x 11 paper. Proposal must be typewritten or computer-generated. The font type size may not be smaller than eleven (11) point and margins cannot be less than one inch (1”).

The Proposals shall include the following information in the order listed below to facilitate fair and equal evaluation of Proposals.

- A. **COVER LETTER.** Briefly introduce the Respondent, explain the Respondent’s interest in providing the Services, and articulate why the Respondent is qualified to provide the Services. Include the name, address, email address and phone number of the person who will serve as the Respondent’s principle contact with City staff. Identify individual(s) who will be working on the project.
- B. **METHOD.** Describe the Respondent’s approach to the Services, including: how Respondent will work collaboratively with the City to complete deliverables; Respondent’s approach to completing deliverables; and priority and scheduling. Provide information on the Respondent’s current workload and ability to deliver the desired Services. If the Respondent proposes to use City-owned equipment, this must be identified.
- C. **QUALIFICATIONS OF CONTRACTOR & KEY PERSONNEL.** Information on recent, relevant or similar services and copies of membership in any professional organizations.

Respondent should demonstrate relevant experience in providing services similar to the Services Provide information about the individuals that will be assigned to the Services, including their proposed role, expertise and capabilities. Any proposed subcontractors must be identified. Full resumes can be included in an appendix.

- D. PAST PERFORMANCE. Provide two (2) client references within the past two (2) years, including contact name, firm or agency, phone number, email and brief summary of services provided. The City is especially interested in references that can attest to the Respondent's ability and performance in similar work with similar organizations and similar scope of services.
- E. EXCLUSIONS & ADDITIONAL SERVICES. The Respondent must include any proposed exclusions to the Services or draft contract, providing specific details and the reasoning behind the exclusion, and any proposed Additional Services.
- F. ADDITIONAL INFORMATION. The Respondent may list any additional information or data not requested as part of this RFP that Respondent believes should be considered in the evaluation of the Proposal provided the entire Proposal is no more than the identified page limit.
- G. FEE PROPOSAL. A fee proposal consisting of the following, at minimum:
  - a. Hourly and unit rates for personnel and equipment required for maintenance activities. Hourly labor rates must be specific for each discipline or position who may be assigned to perform the Services.
  - b. The proposed rate for any Additional Services that may be proposed, including any mark-ups on sub-consultants.

Rates should include all costs of performing the Services (including without limitation, mileage, equipment, supplies, permits, licenses, overhead, profit, etc.) Although the City does not anticipate compensating Respondent for any additional items or expenses, any such additional amounts to be charged to the City should be identified in the fee proposal. Rates shall remain unchanged for the entire Term of the Agreement.

### **Insurance Requirements**

Prior to execution of the agreement with the City, the successful firm must provide evidence of insurance coverages as noted in the sample contract and insurance requirements exhibit. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract. Insurance requirements may be adjusted once the final cost and fees proposal is reviewed.



**VI. SELECTION PROCESS**

The City of Calexico will utilize a one-step selection process. The City reserves the right to include an oral interview process component. If an oral interview is considered, selected firms will be notified.

Proposals will be reviewed by an evaluation committee. The evaluation committee’s assessment and recommendations shall be forwarded to the City Managers for review. The City Manager shall provide a report of the committee’s evaluation and recommendations, along with his recommendation, for the selection of a firm to the City Council for final review and approval to enter into negotiations for an agreement.

Additionally, the City reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

**VII. TENTATIVE SCHEDULE**

Request for Proposal Issued	April 11, 2023
Proposals Due	April 26, 2023 at 2:00p.m.
Selection and Negotiations	Week of May 1, 2023
City Council Approval of Contract	May 14, 2023
Project Completion	TBD

**VIII. INQUIRIES**

Pre-submittal procedural or technical inquires may be directed to Lilliana Falomir, Public Works Manager via email at [falomirl@calexico.ca.gov](mailto:falomirl@calexico.ca.gov).

**IX. SUBMITTAL DEADLINE**

Contractor must submit five (5) copies of their proposal with original Contractor signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional material may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked “RFP for Street Light Maintenance and Repairs in Downtown Calexico” and delivered on or before 2:00p.m. on Wednesday, April 26, 2023 to:

Office of the City Clerk  
City Hall  
City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

Late, emailed or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

# EXHIBIT A

**SAMPLE OF PROPOSAL EVALUATION FORM**

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

Evaluator: \_\_\_\_\_

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

<b>1 Technical Approach (35 Points)</b>	Points Awarded	_____
Responsiveness & understanding of work to be done, (i.e. scope of work). Specific experience with similar Street Light Maintenance and Repairs		
<b>2 Project Management (30 Points)</b>	Points Awarded	_____
Capacity to perform the scope of work and the ability to conclude in a timely manner. Quality of staff based on recent experience		
<b>3 Price (15 Points)</b>	Points Awarded	_____
<b>4 Past experience, representative work and reference (15 Points)</b>	Points Awarded	_____
<b>5 Overall quality of proposal, including qualifications and thoroughness (5 Points)</b>	Points Awarded	_____

Total Score \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **EXHIBIT B**

## Street Light Locations

### 1<sup>st</sup> Street

Paulin Avenue to Mary Avenue

### 2<sup>nd</sup> Street

Paulin Avenue to Mary Avenue

### 3<sup>rd</sup> Street

Paulin Avenue to Mary Avenue

### 4<sup>th</sup> Street

Paulin Avenue to Mary Avenue

### Paulin Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

### Rockwood Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

### Heffernan Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

### Heber Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

### Mary Avenue

1<sup>st</sup> Street to 4<sup>th</sup> Street

# EXHIBIT C

**CITY OF CALEXICO  
PROFESSIONAL SERVICES AGREEMENT  
FOR ON-CALL STREET LIGHTING MAINTENANCE AND REPAIR SERVICES IN  
DOWNTOWN CALEXICO**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this [REDACTED] day of [REDACTED], 2023, by and between the City of Calexico, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 608 Heber Avenue, Calexico, California 92231 ("City") and [REDACTED] ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing street lighting maintenance and repair services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such professional services for the On-Call Street Lighting Maintenance and Repair Services project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Consultant 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 consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, 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 [REDACTED], 2023 to [REDACTED], 2024, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.



## **3.2 Compensation.**

3.2.1 Compensation. Consultant 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 maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed Twenty-Five Thousand (\$25,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant 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. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

## **3.3 Responsibilities of Consultant.**

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant 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. Consultant 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement,

and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **\*\*\*INSERT NAME AND TITLE\*\*\***.

3.3.5 City's Representative. The City hereby designates Director of Public Works/City Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates **\*\*\*INSERT NAME AND TITLE\*\*\***, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her 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.

3.3.7 Coordination of Services. Consultant 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.

3.3.8 Standard of Care; Performance of Employees. Consultant 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. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant

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 Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants 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 Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### 3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant 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. Consultant shall be liable for all violations

of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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 and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies 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.

3.3.10.3 Equal Opportunity Employment. Consultant 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. Consultant 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.

3.3.10.4 Air Quality. To the extent applicable, Consultant 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). Consultant 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 Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 work and the conditions under which the work is to be performed.

### 3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant 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.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$2,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

**3.3.11.12 Insurance for Subconsultants.** Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

#### **3.4 Labor Code Requirements.**

**3.4.1 Prevailing Wages.** Consultant 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 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**3.4.2 Registration/DIR Compliance.** If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and



1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant 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 Worker's 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.

### **3.5 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

3.5.1.3 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.

### **3.6 Indemnification.**

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its 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, in any manner arising out of, pertaining to, or incident to any acts, errors or

omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant 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. Consultant 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.

#### **3.7.2 Independent Contractors and Subcontracting.**

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 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:

Consultant:

[REDACTED]  
[REDACTED]  
[REDACTED]  
ATTN: [\*\*\*INSERT NAME AND TITLE\*\*\*]

City:

City of Calexico  
608 Heber Avenue  
Calexico, CA 92231  
ATTN: Esperanza Colio Warren, City Manager

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.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. 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"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant 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 prepared by design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal

action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 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.

3.7.6 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.

3.7.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Imperial 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, Consultant 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 Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

3.7.11 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services 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.

3.7.12 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 Consultant include all personnel, employees, agents, and subconsultants of Consultant, 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.

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

3.7.14 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.

3.7.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.16 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.

3.7.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants 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.

3.7.18 Authority to Enter Agreement. Consultant 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.

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

3.7.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.7.21 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.21.1 Amendment(s)

3.7.21.2 This Agreement

3.7.21.3 Task Orders

### **3.8 Non-Discrimination**

3.8.1 During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty ( 40)), marital status and denial of family care leave.

3.8.2 Consultant shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

3.8.3 Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).

3.8.4 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

3.8.5 The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

3.8.6 Consultant shall give written notice of their obligations under this Section to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform work under this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL STREET LIGHTING MAINTENANCE AND REPAIR SERVICES BETWEEN THE CITY OF CALEXICO AND \_\_\_\_\_**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF CALEXICO**

**CONSULTANT NAME**

*Approved By:*

**[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]**

\_\_\_\_\_  
Esperanza Colio Warren  
City Manager

*Approved as to Form:*

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

Printed Name: \_\_\_\_\_

*Attested By:*

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Printed Name: \_\_\_\_\_



**EXHIBIT "A"  
SCOPE OF SERVICES**

[\*\*\*INSERT SCOPE FROM RFP/ORIGINAL PROPOSAL\*\*\*]

**EXHIBIT "B"**  
**SAMPLE TASK ORDER FORM**

Task Order No. [REDACTED]

Agreement: On-Call Street Light Maintenance and Repair Services for Downtown Calexico

Consultant: [REDACTED]

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$ [REDACTED], [REDACTED].00

**Completion Date:** [REDACTED]

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF CALEXICO**

**CONSULTANT NAME**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT "C"  
COMPENSATION**

**[\*\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*\*]**

# ATTACHMENT NO. 4

**CITY OF CALEXICO  
PROFESSIONAL SERVICES AGREEMENT  
FOR ON-CALL STREET LIGHTING MAINTENANCE AND REPAIR SERVICES IN  
DOWNTOWN CALEXICO**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 5<sup>th</sup> day of July, 2023, by and between the City of Calexico, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 608 Heber Avenue, Calexico, California 92231 ("City") and Advanced Lighting Services, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing street lighting maintenance and repair services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such professional services for the On-Call Street Lighting Maintenance and Repair Services project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant 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 consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, 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 July 5, 2023 to June 30, 2024, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one (1) additional one-year term. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Compensation.**

3.2.1 Compensation. Consultant 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 maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed Twenty-Five Thousand (\$25,000) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant 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. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

### **3.3 Responsibilities of Consultant.**

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant 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. Consultant 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.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement,

and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

David Taylor, President

Catherine Monday, Director of Administration

3.3.5 City's Representative. The City hereby designates Director of Public Works/City Engineer, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates David Taylor, President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her 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.

3.3.7 Coordination of Services. Consultant 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.

3.3.8 Standard of Care; Performance of Employees. Consultant 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. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such

licenses and approvals shall be maintained throughout the term of this Agreement. Consultant 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 Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants 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 Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

### 3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant 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. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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 and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies 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.

3.3.10.3 Equal Opportunity Employment. Consultant 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. Consultant 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.

3.3.10.4 Air Quality. To the extent applicable, Consultant 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). Consultant 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 Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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 work and the conditions under which the work is to be performed.

### 3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant 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.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$2,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$2,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

#### 3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant 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 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant 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 Worker's 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.

### **3.5 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

3.5.1.3 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.

### **3.6 Indemnification.**

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel

of City's choosing), indemnify and hold the City, its 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, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant 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. Consultant 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.

#### 3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must

include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 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:

Consultant:	Advanced Lighting Services, Inc. 6681 Sierra Lane, Ste A Dublin, CA 94568 ATTN: David Taylor, President
City:	City of Calexico 608 Heber Avenue Calexico, CA 92231 ATTN: Esperanza Colio Warren, City Manager

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.

### 3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. 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"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents &



Data the subconsultant 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 prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal

action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 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.

3.7.6 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.

3.7.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Imperial 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, Consultant 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 Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.7.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

3.7.11 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services 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.

3.7.12 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 Consultant include all personnel, employees, agents, and subconsultants of Consultant, 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.

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

3.7.14 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.

3.7.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.16 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.

3.7.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant 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 Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants 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.

3.7.18 Authority to Enter Agreement. Consultant 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.

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

3.7.20 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.7.21 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.21.1 Amendment(s)

3.7.21.2 This Agreement

3.7.21.3 Task Orders

**3.8 Non-Discrimination**

3.8.1 During the performance of this Agreement, Consultant shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty ( 40)), marital status and denial of family care leave.

3.8.2 Consultant shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

3.8.3 Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).

3.8.4 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

3.8.5 The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

3.8.6 Consultant shall give written notice of their obligations under this Section to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform work under this Agreement.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL STREET LIGHTING MAINTENANCE AND REPAIR SERVICES BETWEEN THE CITY OF CALEXICO AND ADVANCED LIGHTING SERVICES, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**CITY OF CALEXICO**

**CONSULTANT NAME**

*Approved By:*

By: \_\_\_\_\_

\_\_\_\_\_  
Esperanza Colio Warren  
City Manager

David Taylor, President

*Approved as to Form:*

By: \_\_\_\_\_

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

Catherine Monday, Director of Administration

*Attested By:*

\_\_\_\_\_  
Gabriela Garcia, City Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

[RFP Proposal dated April 24, 2023]



## COVER LETTER

April 24, 2023

City of Calexico  
Public Works

Dear City of Calexico,  
Advanced Lighting Services, Inc. (ALSI) appreciates the opportunity to submit for review this proposal qualification statements in response to RFP for On-Call Street Lighting Maintenance and Repairs in Downtown Calexico. We acknowledge receipt of all RFP documents (including the answer to our questions) and confirm our interest in being selected as an on-call pre-qualified contractor.

I, B. David Taylor, the undersigned authorized official and the point of contact, have read the RFP documents in their entirety. The ALSI team has extensive experience in providing quality on-call electrical services for over 30 years as well as providing Streetlight Maintenance for Municipalities and Utilities. ALSI confirms we meet or exceed all mandatory requirements and has the ability to provide general contracting services as required under this RFP. ALSI is committed to providing exceptional service in a timely manner, satisfying project requirements. ALSI will perform all work in accordance with the specifications and standards of: Federal and State Occupational Safety and Health Regulations, Standard Specification for Public Work Construction and California Electrical Code, as well as follow all additional safety requirements set forth by the City.

Contact Personnel during proposal evaluation:

B. David Taylor, President  
[admin@advancedlightingservices.com](mailto:admin@advancedlightingservices.com)

6681 Sierra Ln., Ste A, Dublin, CA 94568  
510-773-8973

Catherine Monday, Director of Administration  
[catherine@advancedlightingservices.com](mailto:catherine@advancedlightingservices.com)

6681 Sierra Ln., Ste A, Dublin, CA 94568  
925-323-9146

Signature

April 24, 2023  
Date



### ***Proposed Method to Accomplish the work***

#### **1) Luminaire Upgrades / Maintenance**

- a) ALSI utilizes state-of-the-art equipment for the installation. Our aerial trucks are self-contained and allow our technicians to move safely from the inside of the vehicle to the bucket platform of the truck. All conversions are completed without stepping outside the vehicle. Using this method, each streetlight typically takes no longer than 10 minutes per conversion. Since the vehicle is stopped for less than 15 minutes, setting up traffic control is not necessary (rolling traffic control is utilized) for residential and low congested areas.
- b) Once at the streetlight to be converted the vehicle flashers with directional board are activated directing traffic away from vehicle.
- c) All PPE is worn, Class "O" electrical gloves, hardhat, safety eyewear, and fall protection
- d) Once the truck is positioned the electrician places a new fixture / lamp & ballasts in the bucket of the aerial device. Again, without leaving the vehicle.
- e) the electrician booms up to the fixture and positions underneath so that any debris from opening the fixture, dust, leaves, etc. will fall into the bucket.
- f) The electrician then opens the fixture, tests for voltage, and disconnects the primary line and neutral from the service. Once disconnected the primary lines are secured so they don't fall down the mast arm/pole.
- g) The electrician then proceeds to loosen the fixture from the mast arm utilizing a cordless impact driver.
- h) Once the fixture has been removed the new LED fixture will be installed and adjusted so that it is level and at the proper tilt. Torqued to manufactures recommendations.
- i) The fixture is then energized, and photocell pointed north, and test activated to ensure proper operation.
- j) Bird deterrents, fuses, shields, and other devices (supplied by City) called out in the conversion schedule from City will be replaced as indicated.
- k) Once the streetlight is converted the MASTER conversion file is updated and pole identified on the mapping program file by the electrician performing the installation.
- l) In the event of "items" not covered under this scope of work or, conditions that may not allow the conversion, the technician is able to provide accurate details by updating the MASTER conversion file. Examples issues are: Active Bird Nest, Tree Trimming needed, no fixture, no power, missing pole, no access, etc.

#### **2) Luminaire installations at various locations:**

- a.) Intersections with traffic signal lights
- b.) Provided a shoulder with access for vehicles to pass safely then MOBILE rolling traffic control will be implemented per CA MUTCD 2014 Rev 4 Pt
- c.) where there is no shoulder – standard lane closure traffic control plans will be provided and followed. If additional pedestrian or bicycle lanes impede the work area, then directional signs, arrows, will be provided and pedestrian traffic directed safely around the work area.
- d.) High traffic roadways
- e.) Work will be completed after hours





- f.) If working after hours is not feasible due to high volume traffic, then traffic control plans for the lane closure(s) will be provided and implemented
- g.) Commercial and Industrial areas
- h.) MOBILE rolling traffic control will be implemented per CA MUTCD 2014 Rev 4 Pt 6
- i.) Residential areas
- j.) MOBILE rolling traffic control will be implemented per CA MUTCD 2014 Rev 4 Pt 6

### 3) Streetlight Pole Visual Inspection

ALSI will perform a structural soundness visual inspection of the streetlight pole, mast, and luminaire, to identify defects such as out of plumb, major damage, fatigue, cracks, corrosion, no power, etc.

- a.) Arriving at pole, area will be secured to provide safe access to inspect pole
- b.) Prior to inspection a visual of the entire pole and base to determine if the pole is sound for inspection. Poles that appear to be damages/cracked or unsafe will be reported to City and the inspection will not to be completed
- c.) Photos will be taken of the entire pole, badge number, base as is condition, (Steel Poles) base after clam shell removed, any abnormalities on pole or attachments
- d.) Poles will be check for plum utilizing 935DAG Digital Electronic Level and Angle Gauge and photo documented if out of plum greater than 5%
- e.) Prior to photo of base after clamshell removed, (Steel Poles) base will be brushed and free of light vegetation and dirt prior to photo

### 4) Job Site Management and Traffic Control

ALSI will ensure that all logistics are carefully coordinated for this project with City. ALSI will work with City project point of contacts to develop a job site management plan that minimizes interruption to City service areas and includes material pickup, traffic control, waste handling, required permit, installation schedule and traffic Control.

#### Rolling Traffic Control Plan (RTCP)

ALSI will be replacing existing HPS fixtures with new LED fixtures throughout the Calexico designated project area, both residential and main arterial roads. Residential neighborhood conversions will be performed during daytime hours with trucks that are highly visible with flashing strobe lights and directional traffic advisor light bars.

Typically, in the residential areas because of such a short duration of work, 10 minutes or less per light fixture, we have found that a RTCP with flashing strobes traffic advisories and cones meet the MUTCD requirements and are the safest way to approach this work.

During short-duration work, it often takes longer to set up and remove the TTC zone than to perform the work. Workers face hazards in setting up and taking down the TTC zone. Also, since the work time is short, delays affecting road users are significantly increased when additional devices are installed and removed.

On the major arterial streets if required ALSI will move to second/third shift to reduce the traffic congestion and make a safe operation for both workers and travelers. Again, 10 minutes or less per light fixture, we have found that a RTCP with our highly visible, flashing strobe lights and directional traffic advisor light bars our specialized fleet meet the MUTCD requirements.

If the rolling traffic control plan is not suited for afterhours high volume traffic areas, and the work regardless of shift time will be exposed to high traffic that impedes on the work area, then ALSI will follow California MUTCD 2014 Edition Traffic Control guidelines.

When it becomes necessary (as outlined in the previous paragraph) to work outside of a RTCP a TCP will be developed for the specific worksite and submitted to City of Calexico for approval one week prior to scheduling work in the high traffic area.



#### 5) Work Coordination

As mentioned throughout this proposal, ALSI will maintain proper communication and coordination to ensure this project is a success. ALSI will work to ensure inspection details, installation quality, public safety, work safety, compliance with ALL agency requirements, proper material handling, proper debris handling, traffic control requirements are met.

#### 6) Identify Expectations

ALSI is a self-performing and understands the need to have a contractor who works independently. ALSI will provide daily and weekly updates to City of Calexico.

#### SAFETY

##### a.) Tailboard Meetings

i. All installers will attend daily tailboard meetings prior to being dispatched. During the meeting, hazards related to the installation will be discussed as well as PPE and vehicles being inspected.

##### b.) Safety Inspections

i. Two documented random inspections will be completed weekly. Inspections that discover safety errors or omissions, these errors or omissions will be corrected prior to returning to the task. If



**City of Calexico**  
**RFP for On Call Street Lighting Maintenance and Repairs**  
**In Downtown Calexico**

the error is caused by the employee, the employee will be given a corrective action notice and retrained on the related task

ii. PPE inspections will be completed daily. Defective PPE will be replaced prior to employee being dispatched

iii. Vehicle inspections will be performed daily. Vehicle defects will be repaired immediately and prior to operation

c.) Retraining - The following items require retraining:

i. A change in job assignments

ii. A change in machines, equipment, or processes that present a new hazard

iii. A change in the energy control procedures

iv. Periodic inspections reveal that there are deviations in the energy control procedure

v. If ALSI believes that there are deviations from, or inadequacies in, the employee's knowledge of Safety procedures

vi. All retraining will be documented

d.) Activity Hazard Analysis (AHA)

i. Each Definable Feature of Work (DFOW) will have an approved related AHA that details the associated hazards related to the task and control measures to mitigate the hazards. All AHA's will be reviewed prior to starting a task

e.) Site Specific Safety Plan (SSSP)

i. A SSSP will be developed and implemented post award prior to start up.

ii. All personnel will be trained on the SSSP, and it fully implemented prior to the start of the project

f.) Reporting

i. An OSHA 300 and 300a will be always kept for and on the project

ii. Exceptions, errors, and omissions will be reported immediately to the project staff and City project manager

g.) Special Requirements

i. ALSI is easily able to identify and has a successful procedure in place to handle areas needing special scheduling. Ex: high traffic, high crime, High foot traffic near schools, hospitals and business centers, arenas, Community Events, Parades, Road Closures, Construction zones, etc.

h.) First Aid and CPR

i. In the event of a life-threatening injury the installers will call 911 and notify the project manager asap after the injured worker has been received by medical staff. The Project director will report to City as required

ii. For treatment outside of first aid all personnel will be given locations of the nearest hospitals as outlined in the SSSP

iii. All staff and installers will be CPR certified

iv. Each shift will have no less than 2 CPR certified installers available to perform CPR or First-aid services.

#### **Vehicles**

ALSI vehicle GPS system allows City and Project Managers immediate access to the location of install crews. The GPS system helps locate where installation crews are working, identify the driver, and vehicle

**Advanced Lighting Services, Inc.**  
**Lic. C10 668348**  
**6681 Sierra Lane, Suite A, Dublin, CA 94568**  
**Office: 925-829-7801 Fax: 925-829-7805**  
**Email: admin@advancedlightingservices.com**



number performing the work. Another benefit of the vehicle GPS system is that it allows ALSI and City to perform unannounced Safety and QC inspections.

**Supplies**

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At all times ALL ALSI staff will display an ALSI ID Badge. The Id badge will display:

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**QUALIFICATIONS OF CONTRACTOR & KEY PERSONNEL**

Advanced Lighting Services, Inc. has been providing emergency, non-emergency, scheduled and on-call interior and exterior lighting and electrical services for over 30 years for Municipalities, Utilities, Schools, Retail & Commercial. ALSI has written many lighting maintenance procedures for various municipalities and commercial customers. Such work includes but is not limited to exchanging defective streetlight photocells and / or fixtures; repairing wire connections; minor pole repair such as tightening loose brackets and/or anchor bolt nuts. Our maintenance program has assisted in providing safer roadways, walk/bike paths, parking lots and parks for all stakeholders.

ALSI is proud to say that we have maintained and converted well over 250,000 streetlights and inspected (Non-Destructive Testing) over 20,000 poles throughout the State of California.

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City of Calexico  
RFP for On Call Street Lighting Maintenance and Repairs  
In Downtown Calexico

ALSI will implement a customized work plan that fits all the needs of the City as well as the community it serves.

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The information below highlights some of our on-call customers as well as some recent projects to demonstrate our work diversity, capabilities, commitments, and experience.

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**Scope:** Remove and Replace Centerbore Wood Poles.

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**End:** On-going

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**Client:** Pacific Gas & Electric

**Contact:** John Sofranac 925-365-9048

**Scope:** LED Retrofit of 100,000 + PG&E owned Streetlights covering all PG&E Territory from Bakersfield to Humboldt

**Start:** 2018

**Completion:** 2022

**Client:** City of San Jose & PG&E

**Contact:** Stephanie Ka 415-676-9765

**Address:** 245 Market Street, San Francisco, California 94105

**Scope:** LED Retrofit of approximately 20,000 Streetlights within the City of San Jose, CA

## **KEY PERSONNEL**

### **Advanced Lighting Services, Inc.**

*Advanced Lighting Services, Inc. (C10 668348) was founded in 1992 and over the past 30 years has been on the forefront as a national lighting and electrical provider to the Private Sector, Municipality, Utilities and Government. ALSI utilizes industry tools to provide accurate asset audits as well as accurate project schedules, project costs and project analysis. Our reporting software prevents the need for change orders, as our staff is easily able to monitor project progress instantly.*

### **David Taylor, Founder and President**

*Mr. Taylor has been in the lighting and electrical industry for over 53 years and founded Advanced Lighting Services, Inc. in 1992. Advanced Lighting Services, Inc. has gone onto establish itself as a*

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*respected company within the Private, Government and Utility Sectors over the past 30 years. ALSI prides itself on their ongoing commitment to meeting and exceeding customers' expectations with first in class knowledge of the Electrical bi-laws, turn-key offering, and a focus on Safety.*

*Key Responsibilities related to this work: David will oversee all aspects of work to be completed. David is responsible for executing all contract documents.*

**Catherine Monday, Director of Administration**

*Ms. Monday joined ALS in 2011. She has over 20 years' managerial and administrative experience. Ms. Monday and her team work closely with the entire Advanced Lighting Services, Inc. team to track all company procedures and project progress. Catherine works closely with Public Works Directors, Labor Compliance Officers. Catherine is proficient in DIR and LCPTracker certified payroll submittal requirements as well as all necessary DIR apprentice forms and regulations. Catherine's expertise is centered in Payroll and Labor compliance. Catherine has extensive training in Project Management, Accounting, LCPTracker, DIR and HR.*

*Key Responsibilities related to this work: Payroll and Labor compliance duties. All project Administration duties*

**Fred Norton, Director of Safety and Special Projects**

*Mr. Norton joined ALS in 2019 and has over 40 years in the lighting industry, 25 years in safety and 15 years in operations. He has served as a Corporate Safety Manager, Fleet Manager, Project Manager, Operations Manager, and an SME for the State of California. He oversaw safety and project Management for, IID, City of San Jose, City of Fresno, Camp Pendleton, Edwards, Mira Mar, Naval Post Graduate School in Monterey, CA, and others. He is experienced in site safety inspections, risk management, loss prevention, litigation, and various OSHA standards.*

*Key Responsibilities related to this work: Safety Compliance, Project Management, Engineer Coordination, Daily / weekly updates to customer*

**Franklin Romero, Working Foreman Journeyman**

*Mr. Romero joined ALSI in 2012. He has been an acting Foreman for lighting projects for over 20 years. He has successfully been the primary point of contact to both workers and supervisors for Advanced Lighting Services, Inc. for the last 10 years, monitoring jobsite crews and their performance. Franklin has converted over 50,000 streetlights throughout California since joining ALSI and has recently completed over 30 Energy Efficiency projects in the past 2 years.*

*Key Responsibilities related to this work: On the job Foreman, inventory management, communicate directly with ALSI team daily.*

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## **PAST PERFORMANCES REFERENCES**

1.

Project Name: IID Streetlight Replacement

Project Location: IID Territory (Calexico, Imperial, El Centro & Brawley)

Date of Completion: December 2022

Scope of Work: LED Streetlight Upgrade, Visual pole inspection, utilization of IID's asset software for the entire project.

Team Members:

David Taylor: Overall project guidance, scheduling,

Catherine Monday: Payroll & Labor Compliance, Associate Project Manager

Fred Norton: Project Manager, Safety compliance, scheduling of any equipment.

Franklin Romero: Working Foreman, material handler

Reference Phone: Angel Marcial 760-339-9501 / Email: AMarcial@IID.com

2.

Project Name: PG&E Maintenance

Project Location: PG&E Territory

Date of Completion: On-going Renewable Contract

Scope of Work: Maintenance on PG&E owned streetlight poles throughout the State of California.

Provide real-time data to Management of all services performed and provide special reports for all identified emergency / non-emergency services needed (pole knockdowns, outages, shield requests, missing hand hole covers, loose or rusted anchor bolts, etc.)

Team Members:

David Taylor: Overall project guidance, scheduling,

Catherine Monday: Payroll & Labor Compliance, Associate Project Manager

Fred Norton: Project Manager, Safety compliance, scheduling of any equipment.

Franklin Romero: Working Foreman, material handler

Reference Phone: Tim Kingsbury 415-314-5437 / Email: tlka@pge.com

## **EXCLUSIONS & ADDITIONAL SERVICES**

Advanced Lighting Services, Inc. confirms it has read in its entirety the sample draft contract. At this time, ALSI does not have any exclusions. ALSI has sent via email questions needing clarification to Lilliana Falomir. Answers were provided at 2:42 pm on 04/24/2023. Without the information of the HPS / LED fixtures, we will not be able to provide exact material pricing.

Additional Services:

Advanced Lighting Services, Inc. would like to offer the City of Calexico the following:

Based on 109 cobra-head streetlights ALSI will replace existing with LED at a rate of \$450/each which includes labor, equipment, material, disposal. This price does not include any fees for permits. This

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price does not include any other work, trouble shooting of existing electrical panels, circuits, or wiring. Additional work will be invoiced at T&M rates. This option is open to discussion.

**FEE PROPOSAL**

*Fees below are per technician per hour and include mileage, bucket truck, overhead, profit and project management*

Technician Labor Rate: (hours between 6am – 5pm)	\$285/hour
2 <sup>nd</sup> Shift Labor Rate (hours between 5pm – 12 am)	\$315/ hour
3 <sup>rd</sup> Shift Labor Rate (hours between 12am – 6am)	\$355/hour
Overtime Rate (hours after 8 hours/day)	\$355 / hour
Materials – Miscellaneous as needed	Cost + 15%
Special High Reach Equipment Rental (if needed)	Cost + 15%

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**EXHIBIT "B"**  
**SAMPLE TASK ORDER FORM**

Task Order No. [REDACTED]

Agreement: On-Call Street Light Maintenance and Repair Services for Downtown Calexico

Consultant: [REDACTED]

**The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:**

**List any attachments:** (Please provide if any.)

**Dollar Amount of Task Order:** Not to exceed \$ [REDACTED] , [REDACTED] .00

**Completion Date:** [REDACTED]

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**CITY OF CALEXICO**

**CONSULTANT NAME**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT "C"  
COMPENSATION**

[RFP Fee Proposal dated April 24, 2023]



## COVER LETTER

April 24, 2023

City of Calexico  
Public Works

Dear City of Calexico,  
Advanced Lighting Services, Inc. (ALSI) appreciates the opportunity to submit for review this proposal qualification statements in response to RFP for On-Call Street Lighting Maintenance and Repairs in Downtown Calexico. We acknowledge receipt of all RFP documents (including the answer to our questions) and confirm our interest in being selected as an on-call pre-qualified contractor.

I, B. David Taylor, the undersigned authorized official and the point of contact, have read the RFP documents in their entirety. The ALSI team has extensive experience in providing quality on-call electrical services for over 30 years as well as providing Streetlight Maintenance for Municipalities and Utilities. ALSI confirms we meet or exceed all mandatory requirements and has the ability to provide general contracting services as required under this RFP. ALSI is committed to providing exceptional service in a timely manner, satisfying project requirements. ALSI will perform all work in accordance with the specifications and standards of: Federal and State Occupational Safety and Health Regulations, Standard Specification for Public Work Construction and California Electrical Code, as well as follow all additional safety requirements set forth by the City.

Contact Personnel during proposal evaluation:

B. David Taylor, President  
[admin@advancedlightingservices.com](mailto:admin@advancedlightingservices.com)

6681 Sierra Ln., Ste A, Dublin, CA 94568  
510-773-8973

Catherine Monday, Director of Administration  
[catherine@advancedlightingservices.com](mailto:catherine@advancedlightingservices.com)

6681 Sierra Ln., Ste A, Dublin, CA 94568  
925-323-9146

Signature

April 24, 2023  
Date

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### ***Proposed Method to Accomplish the work***

#### **1) Luminaire Upgrades / Maintenance**

- a) ALSI utilizes state-of-the-art equipment for the installation. Our aerial trucks are self-contained and allow our technicians to move safely from the inside of the vehicle to the bucket platform of the truck. All conversions are completed without stepping outside the vehicle. Using this method, each streetlight typically takes no longer than 10 minutes per conversion. Since the vehicle is stopped for less than 15 minutes, setting up traffic control is not necessary (rolling traffic control is utilized) for residential and low congested areas.
- b) Once at the streetlight to be converted the vehicle flashers with directional board are activated directing traffic away from vehicle.
- c) All PPE is worn, Class "O" electrical gloves, hardhat, safety eyewear, and fall protection
- d) Once the truck is positioned the electrician places a new fixture / lamp & ballasts in the bucket of the aerial device. Again, without leaving the vehicle.
- e) the electrician booms up to the fixture and positions underneath so that any debris from opening the fixture, dust, leaves, etc. will fall into the bucket.
- f) The electrician then opens the fixture, tests for voltage, and disconnects the primary line and neutral from the service. Once disconnected the primary lines are secured so they don't fall down the mast arm/pole.
- g) The electrician then proceeds to loosen the fixture from the mast arm utilizing a cordless impact driver.
- h) Once the fixture has been removed the new LED fixture will be installed and adjusted so that it is level and at the proper tilt. Torqued to manufactures recommendations.
- i) The fixture is then energized, and photocell pointed north, and test activated to ensure proper operation.
- j) Bird deterrents, fuses, shields, and other devices (supplied by City) called out in the conversion schedule from City will be replaced as indicated.
- k) Once the streetlight is converted the MASTER conversion file is updated and pole identified on the mapping program file by the electrician performing the installation.
- l) In the event of "items" not covered under this scope of work or, conditions that may not allow the conversion, the technician is able to provide accurate details by updating the MASTER conversion file. Examples issues are: Active Bird Nest, Tree Trimming needed, no fixture, no power, missing pole, no access, etc.

#### **2) Luminaire installations at various locations:**

- a.) Intersections with traffic signal lights
- b.) Provided a shoulder with access for vehicles to pass safely then MOBILE rolling traffic control will be implemented per CA MUTCD 2014 Rev 4 Pt
- c.) where there is no shoulder – standard lane closure traffic control plans will be provided and followed. If additional pedestrian or bicycle lanes impede the work area, then directional signs, arrows, will be provided and pedestrian traffic directed safely around the work area.
- d.) High traffic roadways
- e.) Work will be completed after hours

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- f.) If working after hours is not feasible due to high volume traffic, then traffic control plans for the lane closure(s) will be provided and implemented
- g.) Commercial and Industrial areas
- h.) MOBILE rolling traffic control will be implemented per CA MUTCD 2014 Rev 4 Pt 6
- i.) Residential areas
- j.) MOBILE rolling traffic control will be implemented per CA MUTCD 2014 Rev 4 Pt 6

### 3) Streetlight Pole Visual Inspection

ALSI will perform a structural soundness visual inspection of the streetlight pole, mast, and luminaire, to identify defects such as out of plumb, major damage, fatigue, cracks, corrosion, no power, etc.

- a.) Arriving at pole, area will be secured to provide safe access to inspect pole
- b.) Prior to inspection a visual of the entire pole and base to determine if the pole is sound for inspection. Poles that appear to be damages/cracked or unsafe will be reported to City and the inspection will not to be completed
- c.) Photos will be taken of the entire pole, badge number, base as is condition, (Steel Poles) base after clam shell removed, any abnormalities on pole or attachments
- d.) Poles will be check for plum utilizing 935DAG Digital Electronic Level and Angle Gauge and photo documented if out of plum greater than 5%
- e.) Prior to photo of base after clamshell removed, (Steel Poles) base will be brushed and free of light vegetation and dirt prior to photo

### 4) Job Site Management and Traffic Control

ALSI will ensure that all logistics are carefully coordinated for this project with City. ALSI will work with City project point of contacts to develop a job site management plan that minimizes interruption to City service areas and includes material pickup, traffic control, waste handling, required permit, installation schedule and traffic Control.

#### Rolling Traffic Control Plan (RTCP)

ALSI will be replacing existing HPS fixtures with new LED fixtures throughout the Calexico designated project area, both residential and main arterial roads. Residential neighborhood conversions will be performed during daytime hours with trucks that are highly visible with flashing strobe lights and directional traffic advisor light bars.

Typically, in the residential areas because of such a short duration of work, 10 minutes or less per light fixture, we have found that a RTCP with flashing strobes traffic advisories and cones meet the MUTCD requirements and are the safest way to approach this work.

During short-duration work, it often takes longer to set up and remove the TTC zone than to perform the work. Workers face hazards in setting up and taking down the TTC zone. Also, since the work time is short, delays affecting road users are significantly increased when additional devices are installed and removed.

On the major arterial streets if required ALSI will move to second/third shift to reduce the traffic congestion and make a safe operation for both workers and travelers. Again, 10 minutes or less per light fixture, we have found that a RTCP with our highly visible, flashing strobe lights and directional traffic advisor light bars our specialized fleet meet the MUTCD requirements.

If the rolling traffic control plan is not suited for afterhours high volume traffic areas, and the work regardless of shift time will be exposed to high traffic that impedes on the work area, then ALSI will follow California MUTCD 2014 Edition Traffic Control guidelines.

When it becomes necessary (as outlined in the previous paragraph) to work outside of a RTCP a TCP will be developed for the specific worksite and submitted to City of Calexico for approval one week prior to scheduling work in the high traffic area.



#### **5) Work Coordination**

As mentioned throughout this proposal, ALSI will maintain proper communication and coordination to ensure this project is a success. ALSI will work to ensure inspection details, installation quality, public safety, work safety, compliance with ALL agency requirements, proper material handling, proper debris handling, traffic control requirements are met.

#### **6) Identify Expectations**

ALSI is a self-performing and understands the need to have a contractor who works independently. ALSI will provide daily and weekly updates to City of Calexico.

##### **SAFETY**

##### **a.) Tailboard Meetings**

i. All installers will attend daily tailboard meetings prior to being dispatched. During the meeting, hazards related to the installation will be discussed as well as PPE and vehicles being inspected.

##### **b.) Safety Inspections**

i. Two documented random inspections will be completed weekly. Inspections that discover safety errors or omissions, these errors or omissions will be corrected prior to returning to the task. If



the error is caused by the employee, the employee will be given a corrective action notice and retrained on the related task

ii. PPE inspections will be completed daily. Defective PPE will be replaced prior to employee being dispatched

iii. Vehicle inspections will be performed daily. Vehicle defects will be repaired immediately and prior to operation

c.) Retraining - The following items require retraining:

i. A change in job assignments

ii. A change in machines, equipment, or processes that present a new hazard

iii. A change in the energy control procedures

iv. Periodic inspections reveal that there are deviations in the energy control

procedure

v. If ALSI believes that there are deviations from, or inadequacies in, the employee's knowledge of Safety procedures

vi. All retraining will be documented

d.) Activity Hazard Analysis (AHA)

i. Each Definable Feature of Work (DFOW) will have an approved related AHA that details the associated hazards related to the task and control measures to mitigate the hazards. All AHA's will be reviewed prior to starting a task

e.) Site Specific Safety Plan (SSSP)

i. A SSSP will be developed and implemented post award prior to start up.

ii. All personnel will be trained on the SSSP, and it fully implemented prior to the start of the project

f.) Reporting

i. An OSHA 300 and 300a will be always kept for and on the project

ii. Exceptions, errors, and omissions will be reported immediately to the project staff and City project manager

g.) Special Requirements

i. ALSI is easily able to identify and has a successful procedure in place to handle areas needing special scheduling. Ex: high traffic, high crime, High foot traffic near schools, hospitals and business centers, arenas, Community Events, Parades, Road Closures, Construction zones, etc.

h.) First Aid and CPR

i. In the event of a life-threatening injury the installers will call 911 and notify the project manager asap after the injured worker has been received by medical staff. The Project director will report to City as required

ii. For treatment outside of first aid all personnel will be given locations of the nearest hospitals as outlined in the SSSP

iii. All staff and installers will be CPR certified

iv. Each shift will have no less than 2 CPR certified installers available to perform CPR or First-aid services.

**Vehicles**

ALSI vehicle GPS system allows City and Project Managers immediate access to the location of install crews. The GPS system helps locate where installation crews are working, identify the driver, and vehicle





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number performing the work. Another benefit of the vehicle GPS system is that it allows ALSI and City to perform unannounced Safety and QC inspections.

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**End:** On-going

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**Scope:** Phase 1: Comprehensive Electrical and Lighting Audit of Robert F. Kennedy and John F. Kennedy parks within the City of Calexico, CA to identify all issues and develop solutions to return parks into working condition.

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**Client:** City of San Jose & PG&E

**Contact:** Stephanie Ka 415-676-9765

**Address:** 245 Market Street, San Francisco, California 94105

**Scope:** LED Retrofit of approximately 20,000 Streetlights within the City of San Jose, CA

## **KEY PERSONNEL**

### **Advanced Lighting Services, Inc.**

*Advanced Lighting Services, Inc. (C10 668348) was founded in 1992 and over the past 30 years has been on the forefront as a national lighting and electrical provider to the Private Sector, Municipality, Utilities and Government. ALSI utilizes industry tools to provide accurate asset audits as well as accurate project schedules, project costs and project analysis. Our reporting software prevents the need for change orders, as our staff is easily able to monitor project progress instantly.*

### **David Taylor, Founder and President**

*Mr. Taylor has been in the lighting and electrical industry for over 53 years and founded Advanced Lighting Services, Inc. in 1992. Advanced Lighting Services, Inc. has gone onto establish itself as a*

**Advanced Lighting Services, Inc.**  
Lic. C10 668348  
6681 Sierra Lane, Suite A, Dublin, CA 94568  
Office: 925-829-7801 Fax: 925-829-7805  
Email: [admin@advancedlightingservices.com](mailto:admin@advancedlightingservices.com)



City of Calexico  
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*respected company within the Private, Government and Utility Sectors over the past 30 years. ALSI prides itself on their ongoing commitment to meeting and exceeding customers' expectations with first in class knowledge of the Electrical bi-laws, turn-key offering, and a focus on Safety.*

*Key Responsibilities related to this work: David will oversee all aspects of work to be completed. David is responsible for executing all contract documents.*

**Catherine Monday, Director of Administration**

*Ms. Monday joined ALS in 2011. She has over 20 years' managerial and administrative experience. Ms. Monday and her team work closely with the entire Advanced Lighting Services, Inc. team to track all company procedures and project progress. Catherine works closely with Public Works Directors, Labor Compliance Officers. Catherine is proficient in DIR and LCPTracker certified payroll submittal requirements as well as all necessary DIR apprentice forms and regulations. Catherine's expertise is centered in Payroll and Labor compliance. Catherine has extensive training in Project Management, Accounting, LCPTracker, DIR and HR.*

*Key Responsibilities related to this work: Payroll and Labor compliance duties. All project Administration duties*

**Fred Norton, Director of Safety and Special Projects**

*Mr. Norton joined ALS in 2019 and has over 40 years in the lighting industry, 25 years in safety and 15 years in operations. He has served as a Corporate Safety Manager, Fleet Manager, Project Manager, Operations Manager, and an SME for the State of California. He oversaw safety and project Management for, IID, City of San Jose, City of Fresno, Camp Pendleton, Edwards, Mira Mar, Naval Post Graduate School in Monterey, CA, and others. He is experienced in site safety inspections, risk management, loss prevention, litigation, and various OSHA standards.*

*Key Responsibilities related to this work: Safety Compliance, Project Management, Engineer Coordination, Daily / weekly updates to customer*

**Franklin Romero, Working Foreman Journeyman**

*Mr. Romero joined ALSI in 2012. He has been an acting Foreman for lighting projects for over 20 years. He has successfully been the primary point of contact to both workers and supervisors for Advanced Lighting Services, Inc. for the last 10 years, monitoring jobsite crews and their performance. Franklin has converted over 50,000 streetlights throughout California since joining ALSI and has recently completed over 30 Energy Efficiency projects in the past 2 years.*

*Key Responsibilities related to this work: On the job Foreman, inventory management, communicate directly with ALSI team daily.*

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## **PAST PERFORMANCES REFERENCES**

1.

**Project Name:** IID Streetlight Replacement  
**Project Location:** IID Territory (Calexico, Imperial, El Centro & Brawley)  
**Date of Completion:** December 2022  
**Scope of Work:** LED Streetlight Upgrade, Visual pole inspection, utilization of IID's asset software for the entire project.  
**Team Members:**  
David Taylor: Overall project guidance, scheduling,  
Catherine Monday: Payroll & Labor Compliance, Associate Project Manager  
Fred Norton: Project Manager, Safety compliance, scheduling of any equipment.  
Franklin Romero: Working Foreman, material handler  
**Reference Phone:** Angel Marcial 760-339-9501 / **Email:** AMarcial@IID.com

2.

**Project Name:** PG&E Maintenance  
**Project Location:** PG&E Territory  
**Date of Completion:** On-going Renewable Contract  
**Scope of Work:** Maintenance on PG&E owned streetlight poles throughout the State of California. Provide real-time data to Management of all services performed and provide special reports for all identified emergency / non-emergency services needed (pole knockdowns, outages, shield requests, missing hand hole covers, loose or rusted anchor bolts, etc.)  
**Team Members:**  
David Taylor: Overall project guidance, scheduling,  
Catherine Monday: Payroll & Labor Compliance, Associate Project Manager  
Fred Norton: Project Manager, Safety compliance, scheduling of any equipment.  
Franklin Romero: Working Foreman, material handler  
**Reference Phone:** Tim Kingsbury 415-314-5437 / **Email:** tlka@pge.com

## **EXCLUSIONS & ADDITIONAL SERVICES**

Advanced Lighting Services, Inc. confirms it has read in its entirety the sample draft contract. At this time, ALSI does not have any exclusions. ALSI has sent via email questions needing clarification to Lilliana Falomir. Answers were provided at 2:42 pm on 04/24/2023. Without the information of the HPS / LED fixtures, we will not be able to provide exact material pricing.

### **Additional Services:**

Advanced Lighting Services, Inc. would like to offer the City of Calexico the following:  
Based on 109 cobra-head streetlights ALSI will replace existing with LED at a rate of \$450/each which includes labor, equipment, material, disposal. This price does not include any fees for permits. This

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price does not include any other work, trouble shooting of existing electrical panels, circuits, or wiring. Additional work will be invoiced at T&M rates. This option is open to discussion.

**FEE PROPOSAL**

*Fees below are per technician per hour and include mileage, bucket truck, overhead, profit and project management*

Technician Labor Rate: (hours between 6am – 5pm)	\$285/hour
2 <sup>nd</sup> Shift Labor Rate (hours between 5pm – 12 am)	\$315/ hour
3 <sup>rd</sup> Shift Labor Rate (hours between 12am – 6am)	\$355/hour
Overtime Rate (hours after 8 hours/day)	\$355 / hour
Materials – Miscellaneous as needed	Cost + 15%
Special High Reach Equipment Rental (if needed)	Cost + 15%

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