

CITY OF YUBA CITY  
STAFF REPORT

**Date:** December 15, 2020  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Diana Langley, Interim City Manager

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**Summary**

**Subject:** Traffic Signal Maintenance Contract Award

**Recommendation:** A. Adopt a Resolution awarding a Service Agreement for traffic signal maintenance to Bear Electrical Solutions, Inc. of Alviso, CA in the amount of \$58,400.00 with the finding that it is in the best interest of the City.

B. Authorize the Public Works Director to execute up to four, one-year contract extensions to the traffic signal maintenance contract on behalf of the City, with annual cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

**Fiscal Impact:** \$58,400.00 – Account No. 3150-63674 (Electrical Maintenance)  
\$38,400.00 – Monthly Maintenance  
\$20,000.00 – Emergency/Extra Work

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**Purpose:**

To maintain the City's traffic signal infrastructure and provide on-call services for emergency repairs.

**Background:**

Public Works is responsible for the operation and maintenance of 40 traffic signals throughout the City. While Electrical Division staff have the technical expertise to perform these services, staffing levels are insufficient to assure that the necessary routine maintenance and emergency repairs are addressed while also meeting all of the other electrical maintenance requirements throughout the City.

Since 2014, the City has contracted with St. Francis Electric, Inc. (SFE) for the routine maintenance of the City's traffic signals, as well as on-call emergency repair services. SFE was selected through a competitive request for proposals (RFP) process based on their qualifications, references, and price. SFE has provided exceptional service to the City.

In order to assure that the City continues to receive the most qualified, cost-competitive traffic signal maintenance services, Public Works released another RFP for the maintenance of the City's 40 signalized intersections on October 7, 2020. The RFP stipulated that the contract would be for one (1) year with the option, at the City's discretion, to extend the contract up to four (4) times in one (1) year intervals. The City received two proposals, one from SFE and one from Bear Electric Solutions, Inc. (BES), by the deadline of October 28, 2020.

**Analysis:**

Staff reviewed the two proposals, and found both proposals were from highly qualified contractors that have extensive experience working in northern California. However, Public Works found BES is the most qualified contractor based on their experience, capabilities, past references, and primarily its cost of services.

To minimize contract management costs, staff is requesting authorization for the Public Works Director to execute up to four, one-year extensions to the Service Agreement provided BES' services meet or exceed staff's expectations and that any annual cost increases requested by BES do not exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

**Fiscal Impact:**

The total contract amount for the first year is \$58,400.00 funded through Account No. 3150-63674 (Electrical Maintenance). This amount includes \$20,000 for on-call emergency response, which represents staff's best estimate of what will be required based on average historic needs. Account No. 3150-63674 has a current balance of approximately \$120,000.

Subsequent contract extensions permitted through the contract will be subject to cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

**Alternatives:**

- A. Modify the on-call emergency amount.
- B. Do not award the contract and either direct staff to issue a new Request for Proposals with different terms or authorize additional staffing levels to perform this work with City staff.
- C. Require any one-year contract extensions to be brought to Council for approval each year.

**Recommendation:**

- A. Adopt a Resolution awarding a Service Agreement for traffic signal maintenance to Bear Electrical Solutions, Inc. of Alviso, CA in the amount of \$58,400.00 with the finding that it is in the best interest of the City.
- B. Authorize the Public Works Director to execute up to four, one-year contract extensions to the traffic signal maintenance contract on behalf of the City, with annual cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners,

published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

Attachments:

1. Resolution
2. Service Agreement for traffic signal maintenance

Prepared by:

*/s/ William Jow*

William Jow  
Assistant Engineer

Submitted by:

*/s/ Diana Langley*

Diana Langley  
Interim City Manager

Reviewed by:

Finance

City Attorney

SM

SLC by email

# ATTACHMENT 1

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AWARDING A SERVICES AGREEMENT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR  
TRAFFIC SIGNAL MAINTENANCE**

WHEREAS, the City of Yuba City desires to maintain its traffic signal infrastructure in a safe and satisfactory manner; and

WHEREAS, City staffing levels are insufficient to assure that the necessary traffic signal infrastructure routine maintenance and emergency repairs are addressed while also meeting all of the other electrical maintenance requirements throughout the City; and

WHEREAS, the City issued a Request for Proposals on October 7, 2020 to find the most qualified contractor to perform traffic signal maintenance and received proposals from St. Francis Electric, Inc. and Bear Electrical Solutions, Inc. (BES) by the deadline of October 28, 2020; and

WHEREAS, the City has determined that BES is the most qualified contractor based on its experience, capabilities, past references, and primarily its cost of services; and

WHEREAS, the City desires to award a Services Agreement for traffic signal maintenance to BES in the amount of \$58,400.00; and

WHEREAS, to minimize contract management costs, the City desires to authorize the Public Works Director to execute up to four, one-year extensions to the Services Agreement provided BES's services meet or exceed staff's expectations and that any annual cost increases requested by BES do not exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. A Services Agreement is hereby awarded to Bear Electrical Solutions, Inc. of Alviso, CA for traffic signal maintenance in the amount of \$58,400.00, subject to material terms, with the finding that it is in the best interest of the City.
2. The Public Works Director is hereby authorized to execute up to four, one-year contract extensions to the traffic signal maintenance contract on behalf of the City, with annual cost increases not to exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15<sup>th</sup> day of December, 2020.

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AYES:

NOES:

ABSENT:

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Marc Boomgaarden, Mayor

ATTEST:

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Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY:

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

# ATTACHMENT 2

## SERVICE AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_, by and between the City of Yuba City, a municipal corporation ("City") and Bear Electrical Solutions, Inc. ("Consultant").

### RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Proposal  
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$58,400.00 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When



payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. 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 City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive 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 limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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 under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. 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 relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and

expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City                      William Jow  
Public Works Department  
City of Yuba City  
1201 Civic Center Blvd  
Yuba City, CA 95993  
(530) 822-4635

If to Consultant:          Derek Long  
Regional Project Manager  
Bear Electrical Solutions, Inc.  
1513 Sports Drive,  
Sacramento, CA 95834  
(408) 449-5178

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. 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 to bind each respective party.
27. Prohibited Interest. 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. Further, 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. 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 there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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 Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF YUBA CITY:**

**CONSULTANT:**

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

Diana Langley  
Interim City Manager

Robert Asuncion  
Vice President

Attachments:      Exhibit A – Proposal  
                         Exhibit B – Insurance Requirements

**EXHIBIT A**  
**Request for Proposal**





**REQUEST FOR PROPOSAL**

**TRAFFIC SIGNAL MAINTENANCE SERVICES**

**Date Released: October 7, 2020**

**City of Yuba City  
Public Works Department  
1201 Civic Center Boulevard  
Yuba City, CA 95993**

**Proposals are due prior to 4:00 P.M., Wednesday, October 28, 2020.**

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## REQUEST FOR PROPOSAL (RFP)

The City of Yuba City (City) would like to enter into a one (1) year agreement with up to four (4) one (1) year extensions not to exceed five (5) years total with a properly licensed contractor to provide traffic signal maintenance and on-call emergency services for 40 City owned traffic signals located throughout the City.

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

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

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

### **Addenda:**

Addenda to this RFP, if issued, will be sent to all prospective contractors the City has specifically mailed a copy of the RFP to and will be posted on the City's website at:

[https://www.yubacity.net/city\\_hall/purchasing/rfps/public\\_works\\_bids\\_rfps](https://www.yubacity.net/city_hall/purchasing/rfps/public_works_bids_rfps)

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

### **Proposal Submission:**

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

Four (4) hard copies and one (1) electronic copy (PDF format on CD, flash drive, etc.) of the proposal shall be submitted in a sealed package clearly marked "Traffic Signal Maintenance" to the City of Yuba City prior to 4:00 p.m., October 28, 2020 addressed as follows:

William Jow  
Assistant Engineer  
City of Yuba City  
1201 Civic Center Blvd.  
Yuba City, CA 95993

**Late Proposals:**

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

**Proposal Withdrawal:**

Any proposal received prior to the time and date specified above may be withdrawn or modified by written request of the contractor. To be considered, however, the modified proposal must be received prior to 4:00 P.M., October 28, 2020.

**Rejection of Proposal:**

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

**Rights Reserved:**

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

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

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

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

**Inquiries:**

For inquiries regarding this project, please contact William Jow, (530) 822-4635, [wjow@yubacity.net](mailto:wjow@yubacity.net).

**Compliance with Laws:**

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

## BACKGROUND

The City of Yuba City is requesting the services of an electrical contracting firm which specializes in providing traffic signal, emergency repairs, non-emergency routine preventative maintenance, and scheduled repairs including new equipment upgrades and installation work and ad hoc electrical work billed on a time and materials basis. Yuba City Public Works is responsible for the operation and maintenance of 40 traffic signals throughout the City of Yuba City.

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

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

## SCOPE OF SERVICES

### **General:**

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

Typical equipment includes: Model 170E and Model 2070 Controllers with Bi Tran Systems Program 200CA Local Intersection Program in a Model 332 Controller Cabinet. Signal detection is primarily loop detection with some video detection. Equipment varies at each site; Contractor is to verify site and equipment conditions prior to proposal submittal.

### **Scheduled Preventative Maintenance:**

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

### **Scheduled Repairs:**

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

Typical repair work includes but is not limited to the following elements: Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Internally Illuminated Street Name Sign Tubes, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells,

Signal and Safety Light Wiring in Poles, Emergency Vehicle Detection Equipment, etc.

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

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

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

**Unscheduled and Emergency Response Work:**

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

**Maintenance Records:**

Contractor shall maintain an inventory list of the equipment in the controller cabinet at each location. The inventory should include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City every three (3) months in a Microsoft Excel spreadsheet.

**Monthly Activity Report:**

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

**Qualified Personnel:**

**Safety:**

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

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

**Qualifications of Employees:**

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

1. Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;
2. Level Two technician with certification by the International Municipal Signal Associations (IMSA) with at least three (3) years experience in traffic signal repairs.
3. NEMA qualified technician who understands NEMA regulations and has in-depth electrical maintenance training. IMSA roadway lighting experience preferred.

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

**Prevailing Wages:**

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

**Business License:**

All businesses doing work in the City of Yuba City should verify with the Finance Department if they are required to obtain a business license. The contractor shall pay all costs necessary to obtain a business license.

**Underground Service Alert:**

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

**Traffic Control:**

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

**Response to Calls and Emergency Situations:**

A 24-hour emergency phone number and name of two (2) contact individuals shall be provided to the City. In the event of an emergency, these individuals shall be able to be contacted seven days per week, 24-hours per day. The contractor shall respond immediately within one (1) hour to any inquiries, telephone calls, and emergency situations emanating from City staff.

Should the contractor fail to respond to emergency situations within one (1) hour, the City will, at its sole discretion, correct, or have corrected the emergency. Any

additional costs incurred by the City due to the contractor's failure to respond will be subtracted from the Contractor's monthly compensation.

**Contract Term & Invoice Requirements:**

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

**Payment:**

At the beginning of the service contract, a purchase order will be issued for the entire calendar year. Any work performed in addition to the scheduled preventative maintenance is to be approved by the City prior to commencement of work. Payment for approved additional work will be made in accordance with approved time and materials rates.

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

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

**Contractor Neglect:**

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

**Dismissal of Unsatisfactory Employees:**

Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the City Engineer, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive or foul language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

**Non-Discrimination/Harassment/Retaliation:**

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



recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

**Termination for Cause:**

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

**Termination for Convenience:**

City may terminate the contract at any time and for any reason by giving specific written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days prior to the effective date of such termination. If the City terminates the contract for convenience, contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

**Pricing:**

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

If Contractor proposes to increase fees, a written notice shall be provided a minimum of thirty (30) days prior to the beginning of the next one (1) year extension.

## **PROPOSAL REQUIREMENTS**

Proposals shall contain the following information:

### **Introductory Letter**

The introductory letter shall be addressed to: Yuba City Public Works, Diana Langley, Public Works Director, 1201 Civic Center Boulevard, Yuba City, CA 95993

### **Capability and Experience of Contractor**

Contractor shall provide the following information:

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

### **Past Performance**

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

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

### **Fee Schedule**

Contractor shall submit an estimate of the charges Contractor expects to incur for the scope of work items along with current billing rates for employees and services proposed for this project.

### **Conflict of Interest Statement**

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

The City will issue a purchase order to the firm that will provide the best combination of lowest cost, defined work scope, and availability to complete the required services.

## EVALUATION CRITERIA

### **Evaluation Methodology:**

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

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

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

### **Contract Award:**

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

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

### **Disqualification:**

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

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

## **APPENDIX A PREVENTATIVE MAINTENANCE SCHEDULE**

The City requires the contractor to perform preventative maintenance on all signal equipment maintained by the City.

The City requires that the Contractor meet with City staff to review preventative maintenance schedule and City's infrastructure within one (1) month of the contract period.

A traffic signal includes, but is not limited to: traffic signal controller and cabinet and all appurtenant equipment, service cabinet, flashing beacons related to traffic signal operations (i.e. advanced warning beacons), pedestrian and vehicle signals, detector systems, video detection camera systems, CCTV camera systems, wireless vehicle detection system, interconnect cable (copper and fiber optic), wireless communications equipment, traffic signal communications equipment, emergency vehicle preemption system, uninterrupted power supply system, intersection safety lighting, internally illuminated street name signs, and radar speed signs related to traffic signal operations.

Typical equipment includes: Model 170E or 2070 Controllers with Bi Tran Systems Program 200CA Local Intersection Program in a Model 332 Controller Cabinet. Signal detection is primarily loop detection with some video detection. Equipment varies at each site; Contractor is to verify site and equipment conditions prior to proposal submittal.

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

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

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

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

The contractor shall perform the following **Monthly Preventative Maintenance** inspections:

1. Controller Cabinet
  - Test and Check ground fault receptacle
  - Observe the general appearance of the cabinet, noting any rust or other signs of deterioration and complete/recommend repair work if needed
  - Inspect door gasket condition
  - Inspect door lock operation
  - Operate and inspect ventilation fan and cabinet light (where applicable)
  - Inspect for pests in cabinet
  - Visually inspect all relays, photocells, cabinet locks, cabinet fans, switches and make routine adjustments
  - Move the fan thermostat setting and determine if fan is operable. Return thermostat to proper setting
2. Signal Controller
  - Visually inspect signal controller and controller cabinet components for proper operation and recommend repairs/replacements as necessary
  - Check timing of individual signal phases. Contractor shall notify engineer immediately of any operational issue or difference between the timing sheets to the actual timing operating in the controller. The contractor shall not make any timing changes unless it is a matter of public safety or is needed for the proper operation of the traffic signal.
3. Signal & Pedestrian Heads
  - Visually inspect all vehicular signals for proper operation
  - Report burnt out or flickering indications
  - Walk intersection and visually inspect all signal heads including back plates, visors and indications for proper operation and alignment. Report all broken parts, align signal heads and adjust all mast arm signs as necessary
  - Check that all pedestrian signals are in good condition and aimed properly. Make adjustments as necessary.
4. Pedestrian Push Buttons
  - Actuate each button for proper operation. Visually inspect and note condition. Report any broken or defective pedestrian push buttons.
  - Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable)
5. Interconnect Communication
  - Check operation
  - Visually inspect cables, antenna, and other hardware and recommend repairs as needed
6. Miscellaneous
  - Visually inspect other signal hardware such as pull boxes
  - Report all deficiencies
  - Check operation of flashing beacons at signalized intersections to ensure proper operation

- Use laptop computer to check detection camera alignment and make adjustments as necessary

In addition to the monthly maintenance report, the Contractor shall conduct **Bi-Annual Preventative Maintenance** and submit a report that shall include all of the following elements.

1. Detectors and Loops
  - Visually inspect for exposed wires, cracks, and/or pot holes and recommend repairs or replacement as needed
  - Check and tune detector amplifiers
2. Controller Cabinet
  - Measure voltage level at service entrance in cabinet and record
  - Vacuum and clean controller cabinet and contents; includes removing, cleaning, and replacing cabinet air filters.
3. Battery Backup Systems (As directed)
  - Test battery backup system
  - Test battery charge and report if replacement is needed
  - Measure voltage level at service entrance in cabinet and record
  - Vacuum and clean controller cabinet and contents
4. Controller Cabinet
  - Check wire schematics and records to make sure they are in the cabinet. Notify the City if they are not present
  - Inspect terminal blocks and tighten as needed
  - Lubricate hinges and lock
5. Signal Heads & Video/CCTV
  - If visual inspection warrants, clean and polish signal lenses and reflectors, video detection and CCTV cameras, and emergency preemption detection lenses, and align signal heads as needed
  - Check the mounting of each signal head and adjust/tighten the mounting as required.
6. Emergency Vehicle Pre-Emption
  - Actuate preempt to check operation with Emergency Vehicle Pre-emption Emitter and recommend repairs as needed.
  - Check the mounting of each detector head and adjust/tighten the mounting as required.
7. Radar Feedback Signs & Flashing Beacons
  - Check operation and adjust as needed
  - Clean protective sheeting
  - Check seals and recommend repairs/replacement as needed
  - Check batteries and recommend repairs/replacement as needed
  - Check connections and tighten if needed
  - Visually inspect cables, antenna, and other hardware
8. Miscellaneous
  - Adjust all mast arm mounted street name signs as needed

- Check condition of paint (frameworks, heads, cabinet, poles, and other appurtenances) and make recommendation for repainting as needed.
- Check cabinet inventory list and update as needed. Provide an electronic copy to the City.

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

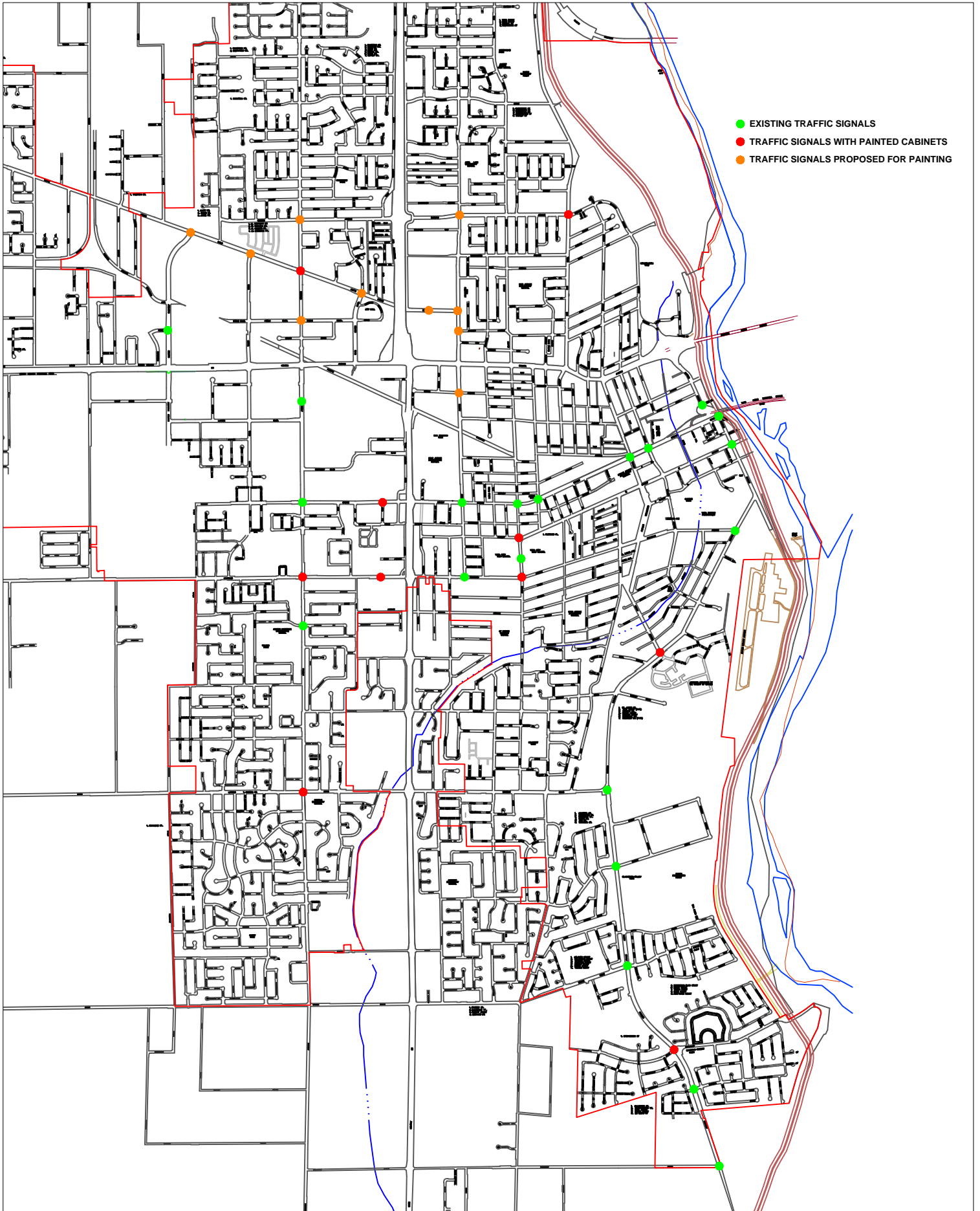
1. Signal System Assessment
  - Perform conflict monitor test and submit printout
  - Check for water accumulation and reseal ducts
2. Night Inspections
  - Walk intersection and check for proper visibility and operation of traffic signal heads, pedestrian signal heads and flashing beacons
  - Check operation of safety lighting and recommend repairs and replacements to the City as needed.
  - Check operation of internally illuminated street name signs and conduct repairs and recommend replacements as needed
3. Miscellaneous
  - Check any other equipment utilized during the term of the Agreement but not specifically listed
  - Tighten anchor bolts
  - CCTV cameras and emergency preemption detection lenses must be cleaned/polished and aligned at least once a year.

**APPENDIX B  
TRAFFIC SIGNAL LOCATIONS**

	Location
1	Bridge Street /Walton Avenue
2	Bridge Street/Oji Way
3	Bridge Street/Gray Avenue
4	Bridge Street/Clark Avenue
5	Bridge Street/Cooper Avenue
6	Bridge Street/Plumas Street
7	Bridge Street/Shasta Street
8	Butte House Road/Harter Parkway
9	Butte House Road/Tharp Road
10	Butte House Road/Stabler Lane
11	Butte House Road/Civic Center Boulevard
12	Butte House Road/Yuba Plaza
13	Butte House Road/ Gray Avenue
14	Clark Avenue/B Street
15	Clark Avenue/Yuba City High School Crosswalk
16	Clark Avenue/Franklin Avenue
17	Franklin Road/ Walton Avenue
18	Franklin Road/WinCo
19	Franklin Avenue/Gray Avenue
20	Garden Highway/Franklin Avenue
21	Garden Highway/Percy Avenue
22	Garden Highway/Lincoln Road
23	Garden Highway/Burns Drive
24	Garden Highway/Bogue Road
25	Garden Highway/Shanghai Bend Road
26	Garden Highway/Eureka Road
27	Garden Highway/Stewart Road
28	Gray Avenue/Queens Avenue
29	Gray Avenue/Ainsley Avenue
30	Gray Avenue/Louise Avenue
31	Harter Parkway /North Colusa Frontage Road
32	Live Oak Boulevard/Queens Avenue
33	Second Street/B Street
34	Stabler Lane/Queens Avenue
35	Stabler Lane/Poole Boulevard
36	Walton Avenue/Sam's Club
37	Walton Avenue/Camino de Flores
38	Walton Avenue/Lincoln Road
39	Second Street/Bridge Street
40	Sutter Street/5 <sup>th</sup> Street Bridge Offramp



# Traffic Signal Location Map



## APPENDIX D

### PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_, by and between the City of Yuba City, a municipal corporation ("City") and \_\_\_\_\_ ("Consultant").

#### RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

#### AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. **[Describe Services]**

OR

**See Attached Scope of Services  
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \_\_\_\_\_ without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses.

City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. 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 City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- \* Licensing of Intellectual Property. This Agreement creates a nonexclusive 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 limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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 under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. 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 relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
  - b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)
10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant

shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City                      William Jow  
   Yuba City Public Works  
   City of Yuba City  
   1201 Civic Center Blvd  
   Yuba City, CA 95993  
   (530) 822-4635

If to Consultant:            **[Name]**  
   **[Title]**  
   **[Organization, vendor name]**  
   **[Address]**  
   **[City, State, Zip code]**  
   **[Phone number]**

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. 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 to bind each respective party.
27. Prohibited Interest. 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. Further, 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. 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 there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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 Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.



**CITY OF YUBA CITY:**

**CONSULTANT:**

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

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

**[Authorized signer for the  
City of Yuba City]  
[Title]**

**[Name]  
[Title]**

Attachments:      Exhibit A – Scope of Services  
                         Exhibit B – Insurance Requirements

## Exhibit B

### Professional Services Agreement

#### Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
  
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  
- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  
- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants.

The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

V. **Endorsements**. Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:

- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
- B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.

VI. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.

**VII. Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

**Exhibit C**  
**Certificate of Exemption From**  
**Workers' Compensation Insurance**

I hereby certify that in the performance of the work for which the Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of the State of California.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, at Yuba City, California.

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

**[Add Consultant's name and title]**

**EXHIBIT B**  
**Service Agreement**  
**Insurance Requirements**

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- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements**. Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
  - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
  - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
  - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
  - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance**. Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.