

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT FOR CONTRACTOR SERVICES (“Agreement”), is made and effective as of _____ 2023, between Lee Wilson Electric Company, Inc. (“Contractor”), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation (“City”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on April 25, 2023 and shall remain and continue in effect until April 24th, 2025, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the sole option to extend this Agreement for two (2) two-year periods. If the City elects to exercise this option, it shall give written notice not later than 90 days before the expiration of the current term. All terms and conditions of this Agreement shall continue to be applicable during said extension unless the parties mutually agree in writing upon any changes.

2. **SERVICES**

Contractor shall perform the tasks described and comply with all terms and provisions set forth in Exhibit “A”, attached hereto and incorporated herein by this reference.

3. **PERFORMANCE**

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

City’s Public Works Director shall represent City in all matters pertaining to the administration of this Agreement. Kalli Osborne, CEO, shall represent Contractor in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The City agrees to pay the Contractor in accordance with the payment rates and terms set forth in Exhibit “B”, attached hereto and incorporated herein by this reference.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Contractor's business; or
- (c) Assignment of this Agreement by Contractor without the consent of City.
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONTRACTOR**

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Contractor shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Contractor under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary

computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subContractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subContractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subContractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this agreement or this section.

12. **INSURANCE**

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

14. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subContractors, shall not without written authorization from the City Manager or unless requested by the City

Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Arroyo Grande
Bill Robeson, Public Works Director
300 E. Branch Street
Arroyo Grande, CA 93420

To Contractor: Lee Wilson Electric Company, Inc.
Kalli Osborne, CEO
PO Box 250
Arroyo Grande, CA 93421

18. **ASSIGNMENT**

The Contractor shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Contractor agree that time is of the essence in this Agreement.

22. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Contractor is bound by the contents of the City's Request for Proposal, Exhibit "D", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "A", attached hereto and incorporated herein by this reference. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONTRACTOR

By: _____
Caren Ray Russom, Mayor

By: _____
Kalli Osborne

Attest:

Its: _____
(Title)

Jessica Matson, City Clerk

Approved As To Form:

Isaac Rosen, City Attorney

EXHIBIT A
CONTRACTOR'S PROPOSAL



P.O. BOX 250 • ARROYO GRANDE, CALIFORNIA 93421-0250
1151 EL CAMINO REAL • PHONE (805) 489-4216 • FAX (805) 489-0248

March 27, 2023

City of Arroyo Grande
Public Works Department
1375 Ash Street
Arroyo Grande, CA 93420

Re: Request for Proposal
Traffic Signal Maintenance and Operation Services

Lee Wilson Electric Company, Inc. is a full service signal maintenance and construction company located in the city of Arroyo Grande. We have been performing Traffic Signal Maintenance Services for over 30 years which include Arroyo Grande. We also currently have maintenance contracts with City of Atascadero, City of Lompoc, City of Grover Beach, City of Pismo Beach and City of Morro Bay.

At our facility, we have a fully stocked warehouse of signal heads, controllers, cabinets, conflict monitors and all parts needed to troubleshoot the 332 cabinet that is utilized by the City of Arroyo Grande. We also have a conflict monitor tester at our facility for bi-annual checks and troubleshooting. Our fleet of equipment includes two buckets trucks and two line trucks which gives us the capability to complete pole knockdowns on a timely basis.

We have three staff members that have Traffic Signal Level II Certifications. One of them resides in Arroyo Grande and has been working for Lee Wilson Electric for over 25 years on these signals here in Arroyo Grande. The other two live within twenty minutes and we have other electricians nearby capable of switching out LEDS. With that, we are able to keep service calls at a one-hour minimum charge and response times within one hour for emergency calls.

Lee Wilson Electric Company is very familiar with all the signals in Arroyo Grande and has a great working relationship with the City in the field and in the office. We look forward to having the opportunity to continue our service with your agency.

Regards,

A handwritten signature in purple ink that reads "Kalli".

Kalli Osborne
Corporate Secretary
Lee Wilson Electric Company, Inc.

SECTION D – PROPOSAL FORM – Page 1LIST OF TRAFFIC SIGNALS

CITY OF ARROYO GRANDE	PER MONTH	FACTOR	TOTAL
	con		
1. East Grand Avenue at Elm Street	<u>120.-</u>	x 1	<u>120.-</u>
2. East Grand Avenue at Halcyon Road	<u>120.-</u>	x 1	<u>120.-</u>
3. Halcyon Road at Fair Oaks Avenue	<u>120.-</u>	x 1	<u>120.-</u>
4. East Grand Avenue at Courtland Street	<u>120.-</u>	x 1	<u>120.-</u>
5. East Grand Avenue Pedestrian Crossing	<u>120.-</u>	x 1	<u>120.-</u>
6. Oak Park at James Way	<u>120.-</u>	x .5	<u>60.-</u>
7. N. Oak Park Boulevard at El Camino Real	<u>120.-</u>	x .5	<u>60.-</u>
8. Oak Park at West Branch	<u>120.-</u>	x .625	<u>75.-</u>
9. West Branch Street at Rancho Parkway	<u>120.-</u>	x 1	<u>120.-</u>
10. El Camino Real at Brisco Road	<u>120.-</u>	x 1	<u>120.-</u>
11. West Branch at Town Center Drive	<u>120.-</u>	x 1	<u>120.-</u>
12. Fair Oaks at Valley Road	<u>120.-</u>	x 1	<u>120.-</u>
13. Mason Street at East Branch Street	<u>120.-</u>	x 1	<u>120.-</u>
14. Traffic Way at West Branch Street	<u>120.-</u>	x 1	<u>120.-</u>
15. Traffic Way at Fair Oaks	<u>120.-</u>	x 1	<u>120.-</u>
MONTHLY SUB-TOTAL			<u>1635.-</u>

HOURLY CALL-OUT RATE- ONE TECHNICIAN (business hours)	<u>105.-</u>
HOURLY CALL-OUT RATE- ONE TECHNICIAN (After-hours @ 1.5)	<u>157.50</u>
HOURLY CALL-OUT RATE- VEHICLE CHARGE (All-hours)	<u>30.-</u>

(NOTE: THE MONTHLY SUB-TOTAL ARE TO BE TRANSFERRED TO PAGE TWO (2) OF THE BID FORM BELOW)

SECTION D – BID FORM – Page 2

CITY OF ARROYO GRANDE	MONTHLY SUB-TOTAL	
TOTAL MONTHLY COST-		A. <u>1635.-</u>
HOURLY CALL-OUT RATE- ONE TECHNICIAN (After-hours @ 1.5) X 3 hours=		B. <u>472.50</u>
HOURLY CALL-OUT RATE- VEHICLE CHARGE (All-hours) X 3 hours=		C. <u>90.-</u>
<u>TOTAL BID AMOUNT*:</u> <u>(Add lines A. B. and C.)</u>		<u>2197.50</u>

*- Total monthly cost and the total cost of a three hour After-hours @ 1.5, Non-routine Call-out.

NOTES:

- Contract award is not solely based on cost. However, an evaluation based on total monthly cost and the total cost of a three-hour after-hours, non-routine call-out will be utilized for comparison purposes.
- Contractors are responsible to submit a list along with the Section D Proposal Form of any hourly charges for equipment or other specialized vehicles that may be charged for non-routine Call-outs.

CITY OF ARROYO GRANDE

SECTION F - PROPOSAL SUBMITTAL FORMS

ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined this Request for Proposals
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification and this proposal.

Firm Name and Address:		
Lee Wilson Electric Company, Inc.		
P.O. Box 250 Arroyo Grande CA 93421		
Contact Name: Kalli Osborne		
Email:	Fax:	Phone:
Kalli@leewilsonelectric.com	(805) 489-0248	(805) 489-4216

Signature of Authorized Representative:	Date:
Kalli O	3-27-23

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above Yes No

If yes, explain the circumstances.

Executed Amayo Grande on March 27, 2023 at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Kaelo

Signature of Authorized Consultant Representative

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: 94 years

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	City of Atascadero
Contact Individual	Jim Campana
Telephone & Email	(805) 674-3498 jcampana@atascadero.org
Street Address	6500 Palma Ave.
City, State, Zip Code	Atascadero CA 93422
Date of Services	25+ years
Contract Amount	1428 / month
Description of Services	
Traffic Signal Maintenance	

Reference No. 2

Customer Name	City of Grover
Contact Individual	Erin Wiggin
Telephone & Email	(805)456-4832 ewiggin@groverbeach.org
Street Address	154 South 8 th Street
City, State, Zip Code	Grover Beach CA 93433
Date of Services	25+ years
Contract Amount	1020/month
Description of Services	
Traffic Signal Maintenance	

Reference No. 3

Customer Name	City of Lompoc
Contact Individual	James Mindoro
Telephone & Email	(805) 875-8244 j-mindoro@ci.lompoc.ca.us
Street Address	100 Civic Center Plaza
City, State, Zip Code	Lompoc CA 93436
Date of Services	25+ years
Contract Amount	1050/month
Description of Services Traffic Signal Maintenance	

NON-LOBBYING CERTIFICATION

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

The Consultant certifies under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency with the past three years; does not have a proposed debarment pending, and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years. Any exception to this certification must be disclosed to the City. Exception will not necessarily result in denial of recommendation for award, but will be considered in determining the Consultants responsibility. Disclosures must indicate to who exceptions apply, initiating agency and dates of action.

Do you have any exceptions as described in the above paragraph to declare? Yes No

If yes, explain the circumstances.

Executed Arroyo Grande on March 27, 2023 at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

LEE WILSON ELECTRIC COMPANY TIME AND MATERIAL RATE SHEET

LABOR RATES

LABOR RATES
ELECTRICIAN
GF ELECTRICIAN
LABORER
OPERATOR

REG	OT	DT
105.00	157.50	210.00
115.00	172.50	230.00
88.00	114.00	140.00
120.00	162.00	202.00

EQUIPMENT RATES

DESCRIPTION	HOURLY RATE
SERVICE TRUCK	30.00
5500 SERVICE TRUCK	40.00
DUMP/PATCH TRUCK	50.00
SAW TRUCK	65.00
BUCKET TRUCK	75.00
CRANE/DIGGER TRUCK	100.00
ARROW BOARD TRUCK	36.00
SMALL TRENCHER TRAILER	15.00
BIG TEX TRAILER	15.00
DUMP TRAILER	15.00
ARROW BOARD W/TRAILER	20.00

DESCRIPTION	HOURLY RATE
JD 310D BACKHOE LOADER	50.00
JD 35D MINI EXCAVATOR	30.00
CAT SKID STEER	60.00
D-WITCH EARTH SAW	60.00
3500 D-WITCH TRENCHER	40.00
5110 D-WITCH TRENCHER	35.00
MECO CONCRETE SAW	30.00
CRAFCO HOT MELT MACHINE	40.00
AIR COMPRESSOR	20.00
VACUUM TRAILER	35.00

ADDITIONAL EQUIPMENT AVAILABLE ON REQUEST

MATERIAL RATES

ALL MATERIAL INVOICES BILLED AT COST + 15%

ALL RATES SUBJECT TO CHANGE WITHOUT NOTICE

REVISED 1/1/2022

EXHIBIT B

PAYMENT SCHEDULE

Contractor shall be paid for actual work performed in accordance with Contractor's Proposal. However, the total compensation paid to Contractor shall not exceed \$52,740.

Contractor will invoice City no more than monthly. Each invoice will reference job order, components, and specific services. City shall mail payment for the net amount of uncontested invoices no later than thirty (30) days after receipt of each invoice by the City. Any past due balances under this Agreement shall bear interest at the rate of 1.5 percent per month (18.0 annual percentage rate) on unpaid balances.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Contractor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all Contractors, and subContractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Contractors and subContractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subContractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Contractor agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to City for review.

11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Contractor, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increase benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

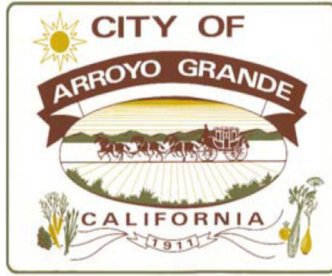
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

CITY'S REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS (RFP)

TRAFFIC SIGNAL MAINTENANCE AND OPERATION SERVICES

Deliver to:
City of Arroyo Grande
1375 Ash Street
Arroyo Grande, CA 93420
Attention: Bill Robeson
Director of Public Works

March 07, 2023

The City of Arroyo Grande is requesting proposals for Traffic Signal Maintenance and Operation Services. All proposals must be received by the Arroyo Grande Public Works Department at 1375 Ash Street, Arroyo Grande, CA 93420 by 3:00 P.M. on Tuesday, March 27, 2023.

Proposals received after said time will not be considered. To guard against premature opening, each proposal package must be submitted to the Arroyo Grande Public Works Department in a sealed envelope plainly marked with the:

Request Title
Consultant's Name
Time and Date of the Proposals Opening

Proposals must be submitted using the forms provided in the request. Provide one (1) copy of your proposal package and one (1) Adobe Acrobat Portable Document Format (PDF) file of the proposal on flash drive or compact disk.

Obtaining a Request Package

Download from the City's Web site:

<http://www.arroyogrande.org/Bids.aspx>

Questions

Contact Ron Simpson at (805) 473-5488 or rsimpson@arroyogrande.org with any questions regarding this Request for Proposals.

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SECTION A - DESCRIPTION OF WORK

The City of Arroyo Grande is looking for a contractor/consultant interested in providing Traffic Signal Maintenance and Operation Services at specified intersections within the municipal boundaries of the Cities of Arroyo Grande.

Maintenance

Maintenance goals are as follows:

1. Keep every traffic signal system in effective operation in accordance with its predetermined timing schedule;
2. Check the operation of the controller assembly frequently enough to verify that it is operating in accordance with the predetermined timing schedule; and
3. Maintain a record of all signal maintenance and timing changes.

The following intersections must be reviewed and maintained on a monthly basis:

LIST OF TRAFFIC SIGNALS

1. East Grand Avenue at Elm Street
2. East Grand Avenue at Halcyon Road
3. Halcyon Road at Fair Oaks Avenue
4. East Grand Avenue at Courtland Street
5. East Grand Avenue Pedestrian Crossing
6. Oak Park at James Way (Arroyo Grande - 50%; Pismo Beach - 50%)
7. N. Oak Park Boulevard at El Camino Real (Arroyo Grande - 50%; Grover Beach - 50%)
8. Oak Park at West Branch (Arroyo Grande - 62.5%; Pismo Beach - 37.5%)
9. West Branch Street at Rancho Parkway
10. El Camino Real at Brisco Road
11. West Branch at Town Center Drive
12. Fair Oaks at Valley Road
13. Mason Street at East Branch Street
14. Traffic Way at West Branch Street
15. Traffic Way at Fair Oaks

CONTRACTOR ROUTINE MAINTENANCE RESPONSIBILITY

Monthly Frequency: The Contractor shall perform routine inspection of equipment on a monthly basis, including:

1. Inspect, clean and vacuum cabinets;
2. Clean and vacuum filters and replace as necessary;
3. Inspect and clean all lamps and replace as necessary;
4. Inspect and clean all heads, back plates and visors;
5. Inspect all traffic loops;
6. Check operation of all pedestrian push buttons;
7. Maintain the appearance of the signal displays and equipment;
8. Verify during period of failure traffic signal defaults to flash mode;
9. Check batteries and cabinets; and
10. Complete detailed log entries of all maintenance activities in controller log.

Bi-annual Frequency: The Contractor shall perform and provide documentation of a Conflict Monitor Test every six (6) months. The Contractor will provide the individual agencies a schedule in advance of Conflict Monitor testing. The cost for Conflict Monitor

testing will be included in the monthly charge and will not be billed separately. Results of the Conflict Monitor Test will be provided to the individual agencies within a month following the test.

Call-out Charges:

Contractor is to respond to all routine calls for service within twenty-four (24) hours and to emergency calls within one (1) hour. Travel time charges for non-routine repairs are limited to no more than one (1) Technician, for no more than a total round-trip charge of two (2) hours, for each separate non-routine service call. All non-routine service calls are to be invoiced on a time and materials basis using the call out rate for business hours and/or after-hours rate. The contractor will document the call-out date and time and the arrival time on the job site for each call-out and will provide this information to the Agency on any and all invoices that include non-routine call-out charges.

General Service Level Expectations

The contractor shall provide:

1. Properly skilled maintenance personnel available without undue delay for all signal malfunctions and signal indication failures;
2. Provide spare equipment to minimize the interruption of traffic control signal operation as a result of equipment failure; and
3. Provide for the availability of properly skilled maintenance personnel for the repair of all components.

Term of the Contract/ Contract Duration

Contract duration is two (2) years. By mutual consent from the individual municipal agencies and the Contractor, the agreement may be extended for two (2) separate two (2) year terms.

SECTION B - GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (Consultant) shall meet all of the terms, and conditions of the Request for Proposal (RFP). By virtue of its proposal submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Proposal must be submitted on the form(s) provided and accompanied by any other required submittals or supplemental materials. The proposal documents must be enclosed in an envelope that shall be sealed and addressed to the Public Works Department, City of Arroyo Grande, 1375 Ash Street, Arroyo Grande, CA, 93420. One electronic copy of the proposal shall be submitted in *Adobe Acrobat* format on CD or flash drive. In order to guard against premature opening, the proposal should be clearly labeled with the request title, request number, name of Consultant, and date and time of proposal opening. No FAX submittals will be accepted.

3. **Submittal of References.** Each proposer shall submit a list of three public agency references on the form provided in the RFP package.
4. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.
5. **Proposal Withdrawal and Opening.** A Consultant may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Public Works for its withdrawal, in which event the proposal will be returned to the Consultant unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Requesting Proposals" will be considered.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Consultant submitting a proposal, or who has quoted prices on materials to such Consultant, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Consultants submitting proposals.
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "Special Terms and Conditions" in Section C for proposal evaluation criteria.
9. **Competency and Responsibility of Contractor.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Contractor. Contractor will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The Contractor to whom award is made (Consultant) shall execute a written contract with the City of Arroyo Grande within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the City of Arroyo Grande in this request, without modification.
11. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in this request within ten (10) calendar days after notice of contract award as a precondition to contract execution.
12. **Business License & Tax.** The Contractor must have a valid business license and tax certificate for all Agencies before execution of the contract.
13. **Failure to Accept Contract.** The following will occur if the Contractor to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled, and an award may be made to the next highest ranked Consultant.

SECTION C - PROPOSAL CONTENT AND SELECTION PROCESS

PROPOSAL CONTENT

1. Submittal Forms

- a. Proposal Form- Section D
- b. Acknowledgement- Section E
- c. References- Section E
- d. Statement of Past Disqualifications- Section E

2. Qualifications

- e. Experience of the firm in performing Traffic Signal Maintenance and Operation Services.
- f. Experience of the staff to be assigned to this work in performing similar services.
- g. Redundancy in the company of staff experienced in this type of work.
- h. Resumes of the individuals who would be assigned to this work.
- i. Proximity and staffing levels of the nearest company office.
- j. Statement and explanation of any instances where the firm has been removed from a project or disqualified from proposing on a project.
- k. Standard hourly billing rates for consultant and sub-consultant staff.
- l. Detailed list of services available directly from the firm.

3. Work Program

- m. Description of your approach to working with Agency staff.
- n. Services or data anticipated to be provided by the Agency.
- o. Any other information that would assist us in making this contract award decision.

4. Proposal Length and Copies

- p. Proposals should be the minimum length to provide the required information, but not more than twenty (20) pages. Charts and other short form approaches to conveying information are encouraged.
- q. One (1) copy of the proposal must be submitted.
- r. One (1) Adobe Acrobat PDF electronic copy.

PROPOSAL EVALUATION AND CONSULTANT SELECTION

Proposals will be evaluated by a review committee and contract award process as follows:

5. Written Proposal Review/Finalist Candidate Selection

Evaluation of the proposals will be based on the following qualifications:

1. Responsiveness to RFP;
2. Quantity, quality and relevance of the firm's experience and resources;
3. References; and

4. Cost of services provided.

Proposals will be reviewed by a selection committee and ranked in accordance with the above criteria. Where one or more proposals are rated consistently higher than others, the consultants may be selected as the top ranked consultants for purposes of contract negotiation.

5. Proposal Review and Award Schedule

The following is an outline of the anticipated schedule for proposal review and contract award:

Issue RFP	March 07, 2023
Receive proposals	March 27, 2023
Complete proposal evaluation	March 31, 2023
Award contract.....	April 11, 2023

SECTION D – PROPOSAL FORM – Page 1

LIST OF TRAFFIC SIGNALS

CITY OF ARROYO GRANDE	<u>PER MONTH</u>	<u>FACTOR</u>	<u>TOTAL</u>
	con		
1. East Grand Avenue at Elm Street	_____	x 1	_____
2. East Grand Avenue at Halcyon Road	_____	x 1	_____
3. Halcyon Road at Fair Oaks Avenue	_____	x 1	_____
4. East Grand Avenue at Courtland Street	_____	x 1	_____
5. East Grand Avenue Pedestrian Crossing	_____	x 1	_____
6. Oak Park at James Way	_____	x .5	_____
7. N. Oak Park Boulevard at El Camino Real	_____	x .5	_____
8. Oak Park at West Branch	_____	x .625	_____
9. West Branch Street at Rancho Parkway	_____	x 1	_____
10. El Camino Real at Brisco Road	_____	x 1	_____
11. West Branch at Town Center Drive	_____	x 1	_____
12. Fair Oaks at Valley Road	_____	x 1	_____
13. Mason Street at East Branch Street	_____	x 1	_____
14. Traffic Way at West Branch Street	_____	x 1	_____
15. Traffic Way at Fair Oaks	_____	x 1	_____
MONTHLY SUB-TOTAL			_____

HOURLY CALL-OUT RATE- ONE TECHNICIAN (business hours) _____

HOURLY CALL-OUT RATE- ONE TECHNICIAN (After-hours @ 1.5) _____

HOURLY CALL-OUT RATE- **VEHICLE CHARGE** (All-hours) _____

(NOTE: THE MONTHLY SUB-TOTAL ARE TO BE TRANSFERRED TO PAGE TWO (2) OF THE BID FORM BELOW)

SECTION D – BID FORM – Page 2

CITY OF ARROYO GRANDE	MONTHLY SUB-TOTAL	_____
TOTAL MONTHLY COST-		A. _____
HOURLY CALL-OUT RATE- ONE TECHNICIAN (After-hours @ 1.5) X 3 hours=		B. _____
HOURLY CALL-OUT RATE- VEHICLE CHARGE (All-hours) X 3 hours=		C. _____
<u>TOTAL BID AMOUNT*:</u> <u>(Add lines A. B. and C.)</u>		_____

*- Total monthly cost and the total cost of a three hour After-hours @ 1.5, Non-routine Call-out.

NOTES:

- Contract award is not solely based on cost. However, an evaluation based on total monthly cost and the total cost of a three-hour after-hours, non-routine call-out will be utilized for comparison purposes.
- Contractors are responsible to submit a list along with the Section D Proposal Form of any hourly charges for equipment or other specialized vehicles that may be charged for non-routine Call-outs.

SECTION E.a – SAMPLE FORM OF AGREEMENT (City of Arroyo Grande)

CITY OF ARROYO GRANDE AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”), is made and effective as of _____ 2023, between _____ (“Consultant”), and the **CITY OF ARROYO GRANDE**, a Municipal Corporation (“City”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2023 and shall remain and continue in effect until _____, 2025 unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two (2) additional two (2) year periods after the Initial Term upon written agreement by City and Consultant. All terms and conditions of this Agreement shall apply to any additional two (2) year terms.

2. SERVICES

Consultant shall perform the tasks described and comply with all terms and provisions set forth in the City’s Request For Proposals, Exhibit “A” and Consultant’s Proposal, Exhibit “B”, and attached hereto and incorporated herein by this reference.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

The Director of Public Works shall represent City in all matters pertaining to the administration of this Agreement. _____ shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The City agrees to pay the Consultant in accordance with the payment rates and terms set forth in Consultant’s Proposal, Exhibit “B”, attached hereto and incorporated herein by this reference. The Consultant must correct any errors or omissions to work at no additional cost to the City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of City.
- (d) End of the Agreement Initial Term specified in Section 1, unless otherwise extended.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the City's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(e) The City, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files. Upon request by City, Consultant shall make available all work papers and reports to any successor auditor in a timely manner.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors or any entity or individual that Consultant shall bear the legal liability thereof in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section..

12. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in "SECTION D – EXHIBIT "C"" of the Request for PROPOSALS. Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except

as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the City of Arroyo Grande in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Arroyo Grande will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City’s right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Arroyo Grande
Director of Public Works
300 East Branch Street
Arroyo Grande, CA 93420

To Consultant:

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the City.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into

this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

City and Consultant agree that time is of the essence in this Agreement. Time constraints are selection factors on individual service request. The consultant must start work within two weeks from receipt of a written authorization to proceed unless an alternate timeframe has been agreed upon. The City expects the work to be actively pursued until complete.

22. **CONTENTS OF REQUEST FOR PROPOSAL**

Consultant is bound by the contents of the City's Request for Proposals, Exhibit "A", attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONSULTANT

By: _____
Caren Ray Russom, Mayor

By: _____

Attest:

Its: _____
(Title)

Jessica Matson, City Clerk

Approved As To Form:

City Attorney

EXHIBIT A - CITY'S REQUEST FOR PROPOSALS

EXHIBIT B - CONSULTANT'S PROPOSAL

EXHIBIT C – INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and “Covered Professional Services” as designated in the

policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant’s general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain

any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. The insurer will provide 30 days notice to City of any cancellation of coverage.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At the time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any

reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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CITY OF ARROYO GRANDE**SECTION F - PROPOSAL SUBMITTAL FORMS****ACKNOWLEDGEMENT**

The undersigned declares that she or he:

- Has carefully examined this Request for Proposals
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification and this proposal.

Firm Name and Address:		
Contact Name:		
Email:	Fax:	Phone:

Signature of Authorized Representative:	Date:
-----------------------------------------	-------

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above Yes No
paragraph to declare?

If yes, explain the circumstances.

Executed _____ on _____ at _____
_____ under penalty of perjury of the laws of
the State of California, that the foregoing is true and correct.

Signature of Authorized Consultant Representative

REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	

Reference No. 3

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services	

NON-LOBBYING CERTIFICATION

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

The Consultant certifies under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency with the past three years; does not have a proposed debarment pending, and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years. Any exception to this certification must be disclosed to the City. Exception will not necessarily result in denial of recommendation for award, but will be considered in determining the Consultants responsibility. Disclosures must indicate to who exceptions apply, initiating agency and dates of action.

Do you have any exceptions as described in the above paragraph Yes No
to declare?

If yes, explain the circumstances.

Executed _____ on _____ at _____
_____ under penalty of perjury of the laws of
the State of California, that the foregoing is true and correct.