



## **REQUEST FOR QUALIFICATIONS**

**On-Call Electrical, Traffic Signal, Traffic Signal Communication,  
Streetlight Support and Emergency Repair Services**

**City of Dublin**

**Statement of Qualifications must be received by: Friday August 9, 2024 at 4:00 PM**

**Sai Midididdi, Associate Civil (Traffic) Engineer  
100 Civic Plaza  
City of Dublin, CA 94568**

Statement of Qualifications will be evaluated on the following: a) responsiveness to the Request for Qualification questions, b) experience of the firm, c) experience and qualifications of the assigned individuals and d) Satisfaction of previous clients.



**Request for Qualifications  
For  
On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency  
Repair Services**

**Overview**

When requesting services for work under on-call contract, a City project manager will request services on a “Time and Material” basis. The selected firm’s services will be negotiated on a per project basis and have a budget and specific work scope, submitted on letterhead, and signed by the designated project manager.

**Project Description:**

The City of Dublin (City) hereby invites Statement of Qualifications with a description of qualifications and rates from qualified electrical Contractors to perform on-call maintenance and emergency repair services for traffic signals and streetlights. The contract will be for a period of 3 years effective when the agreement is fully executed by the bidder and the City of Dublin and shall remain effective through June 30, 2027, with the option to renew the contract for two additional years in one-year increments.

The City owns and operates 96 signalized intersections, 8,000 plus streetlights and additional devices including, radar speed feedback signs, rectangular rapid flashing beacon signs and electrical systems/services for City owned buildings, parking lots, parks etc. The City contracts with Alameda County for primarily performing the routine maintenance and repair services for the City’s traffic signals and streetlights. The selected Contractor would provide minor traffic signal and electronic device installation, on-call support services, emergency repair work, and assist City Staff as detailed in the Scope of Work.

**Public Projects:**

Consultants are advised that some projects serviced under an agreement may be considered a “public work” for purposes of the California Labor Code, which requires payment of no less than prevailing wages. This requirement pertains solely to that portion of the scope of services related to the inspection of public projects. The Consultant with whom an Agreement is entered must pay the prevailing rates, provide copies of certified payrolls upon request, and otherwise comply with the applicable provisions of State law. The Consultant is subject to prevailing wage rate compliance monitoring and enforcement by the

California Department of Industrial Relations. The City has obtained from the Director of Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at the Owner's office at 100 Civic Plaza, Dublin, CA 94568 or online at <http://www.dir.ca.gov/OPRL/PWD/index.htm> and they will be made available to any interested party upon request.

The Consultant shall be qualified to submit a response to this RFQ, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

**Public Contract Code:**

In accordance with Public Contract Code Section 10162, the Proposer shall complete a Public Contract Code Statement and Questionnaire and include this in RFQ submittal. See Attachment D (Public Contract Code).

Under the California Labor Code, inspection of a "public work" will require payment of no less than prevailing wages for this classification and in addition, require firm(s) be registered with the Department of Industrial Relations.

**SERVICE CATEGORIES:**

Traffic Signal and Electrical Services

Hydrogen Refueling Services

This Project requires a valid California contractor's license for the following classification(s): Class A or C-10.

**Process and General Conditions**

1. Proposers shall submit one electronic copy via e-mail ONLY to:

Sai Midididdi  
Associate Civil (Traffic) Engineer  
100 Civic Plaza  
Dublin, CA 94568  
[sai.midididdi@dublin.ca.gov](mailto:sai.midididdi@dublin.ca.gov)

Electronic copies shall be submitted, via email as PDF, with a maximum file size of fifty megabytes (50 MB).

2. Deadline for submitting the Statement of Qualification is **Friday, August 9, 2024**, at 4:00 p.m.

3. The City will not pay for any costs incurred in preparation and submission of the SOQ or in anticipation of a contract. The format of submittals is at the discretion of the Proposer. Each SOQ shall be limited to a maximum of 15 pages, single-sided, using minimum 12-point font size. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

### **Schedule for RFQ Process**

<b><u>Tuesday, July 16</u></b>	Request for Qualifications mailed to consultants.
<b><u>Friday, July 26</u></b>	Deadline to submit questions to City of Dublin
<b><u>Wednesday, July 31</u></b>	Addendum posted, if required
<b><u>Friday, August 9</u></b>	Statement of Qualifications are due no later than 4:00 PM on <u>August 7</u> via e-mail ONLY. <b><u>Late submittals will not be accepted.</u></b>
<b><u>Friday, August 16</u></b>	Interview firms (optional)
<b><u>Tuesday, October 1</u></b>	Consulting Services Agreement scheduled for approval by the Dublin City Council.

**(Tentative dates, subject to change)**

### **RFQ Submittal Requirements**

Please prepare and organize your Statement of Qualifications based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Statement of Qualifications. Please note however that the RFQ submittal is limited to **15 pages maximum** single sided (excluding resumes), and should be submitted on 8 ½ x 11 paper, in 12-point font. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Interested firms are requested to submit one electronic copy of their Statement of Qualifications as follows:

1. Enclose a cover letter not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support and Emergency Repair Services. The interested firm should list the relevant experience including information and experience/certifications of the personnel assigned for the services. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within the document and not as a separate page.
2. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.
3. Provide at least three references (names and current phone numbers) from recent work

(previous five years) similar to the services outlined in this request for qualification. Please include a brief description of the work performed and the role your firm performed.

4. List key staff members, technicians including identification of the Project Manager/primary point-of-contact. Include a plan describing how the firm would handle the on-demand support services. Include the availability of certified technicians, and the ability of being able to complete the project on time and budget.
5. Provide an approach to respond and complete the on-demand support services to demonstrate the clear understanding of the requested work.
6. Present proposed project budget, to include a compensation rate schedule for services.
7. Provide confirmation of your firm's ability to meet the City's Standard Contracting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Qualifications.

Please provide copies of your Statement of Qualification to City offices **no later than Friday, August 9 by 4:00 p.m.** The entire SOQ (excluding resumes) should be a **maximum** of 15 pages. Submittals should be addressed as follows:

*City of Dublin, Public Works Department  
Attention: Sai Midididdi  
City of Dublin  
100 Civic Plaza  
Dublin, California 94568*

**Any Statement of Qualifications submitted after the stated deadline will not be accepted for consideration.**

**Standard Contractor Services Agreement:**

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work. The term of the agreement will begin **October 2, 2024**.

A sample of the City's Standard Contractor Services Agreement (Agreement), including insurance requirements, is provided as **Attachment A**.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification. Exceptions will be taken into consideration in evaluating SOQs. Otherwise, the interested firm is to state in the SOQ that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted SOQ.

### **Conflict of Interest**

Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Proposers must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list of your firm's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at <http://www.fppc.ca.gov/Form700.html>.

### **Equal Employment Opportunity**

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its sub-consultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

### **Governing Law**

This RFQ summarizes the applicable laws and governance; when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

### **Insurance Requirements**

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements:

General Liability Insurance	\$2,000,000
Automobile Liability Insurance	\$2,000,000
Professional Liability Insurance	\$1,000,000
Workers' Compensation Insurance	\$1,000,000

### **Review and Selection Process**

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate SOQs provided in response to this RFQ. The subcommittee will use a forced ranking process (please see Attachment B, Forced Ranking Rating Sheet, for further detail). Informal interviews may be conducted by City staff, and may include more than one firm that has submitted a Statement of Qualification.

Based on input from this review process, a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council for award of contract services.

The City reserves the right to award a contract to the firm(s) that the City feels best meets the requirements of the RFQ. The City reserves the right to reject any and all SOQs prior to execution of the Agreement, with no penalty to the City.

### **Selection of Contractor**

Submitted Statement of Qualifications will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Quality and completeness of the SOQ.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Cost of providing the contractor services for this project.

## **Scope of Services**

### **On-Call Electrical, Traffic Signal, Traffic Signal Communication, and Streetlight Support and Emergency Repair Services**

The City's traffic signal and streetlight preventive maintenance services are contracted to Alameda County Traffic Signal Maintenance staff. The Contractor(s) selected through this RFQ shall provide On-Call Support and Emergency Repair Services for the City's traffic signals, streetlight and other electrical infrastructure. The Contractor will primarily provide support to City staff or Alameda County Traffic Signal Maintenance staff as needed on a workorder basis. On-call and during emergency situations, the Contractor shall furnish and supply all labor, equipment, and materials and perform all work, as needed, to maintain and repair all traffic signal equipment, fiberoptic cable, safety lights, and streetlights. Various classifications of On-Call repair work include the following services listed below. No payment will be made for services not expressly authorized by the City staff.

#### **1.0      Accidental Damage Repair**

On the City's request, the Contractor shall repair damage to traffic signal systems and streetlights resulting from traffic accidents. Accidental damage repair work includes cleanup of debris from an accident, such as a pole knockdown, erection of barricades or signs, or hookup of a temporary signal controller, temporary poles and signals, if necessary, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any inconvenience to the public. The Contractor shall provide adequate traffic control and warning signs per the latest MUTCD guidelines and shall maintain erected warning and directional signs while work is in progress. Two signal heads facing each approach shall be considered the minimum acceptable operation pending permanent repairs unless otherwise authorized by City staff. All temporary signals, controllers, or other equipment shall provide the same functional capability as the original installation.

#### **1.1      Traffic Signal Modification**

This work consists of modifying any existing signal features or components and/or correcting signal malfunctions of any kind, including those that are the result of accidental damage (knockdown), vandalism, pavement failure, or obsolescence. Signal modifications and repair includes improvements necessary to correct equipment deterioration, malfunction, or other equipment failure. The traffic signal modifications and repair scope include but not limited to:

- Traffic signal poles and mast arms
- Safety lighting poles
- Video system installation and repair – CCTV & video detection
- Emergency Vehicle Pre-emption
- Battery Back-up Systems (BBS)
- Audible Pedestrian Signals (APS)
- Loop Vehicle Detection Systems
- Associated or appurtenant concrete work for sidewalk and curb ramps that may need to be modified or adjusted based on traffic signal modifications

- Underground utility installation & repair
- Live Electronic Records Management System
- After hours and emergency response, including PG&E Public Safety Power Shutoff (PSPS)Events, Flex Alerts, other planned power shutoff events

### **1.2 Detector Loops**

On the City's request, the Contractor shall test detector loops, detection cameras and detector lead-in-cables for Meg Ohms reading, continuity, frequency, and inductance. At the request of City staff, the Contractor shall provide qualified staff to repair the detector loops per State and City standards.

### **1.3 Video Detection**

On the City's request, the Contractor shall provide qualified personnel to install, test and adjust the video detection systems. Otherwise, the Contractor will be responsible to hire qualified personnel from the video detection manufacturer to program the camera at their expense. The Contractor shall also be able to install, operate and program a pan–tilt–zoom camera (PTZ camera) as needed.

### **1.4 Streetlights**

On the City's request, the Contractor shall provide temporary or permanent repairs to streetlight equipment and appurtenances (LED fixtures, photocell) which the Contractor may be called upon from time to time by the City to repair, replace, or refurbish when streetlight or streetlight pole has been damaged by such things as, but not limited to, vehicle accidents or natural causes. The contractor shall ensure that in the event of a knockdown, that the affected area is secure and that no exposed wires are present. At the request of City staff, the Contractor shall repair or replace streetlight wire and conduits in the event of an outage or wire theft. Unless specified, the City will furnish the appropriate LED fixtures to the contractor.

### **1.5 New Traffic Signal Turn-on Support**

On the request of City staff, the Contractor shall provide the following services to facilitate the installation of a new traffic signal or pedestrian hybrid beacon:

1. Prior to the acceptance of a new traffic signal by the City, the Contractor will inspect the traffic signal and prepare a punch list for corrective measures (if required). The signal construction Contractor will undertake all corrective measures.
2. The Contractor shall test related timing plans in the controller for new traffic signals before they are installed.
3. The Contractor shall provide qualified personnel to make all necessary field connections of the new traffic signal to the controller. This includes, but is not limited to, signal interconnect cable, detector lead-in cable, video detection (i.e., GPS, Opticom, etc.)
4. The Contractor shall be present at signal turn-ons even if the traffic signal is being constructed by a different contractor.

## **1.6 Training**

City staff may request training in the use of certain equipment. This training will be provided on a time-and-material basis, as required. Tasks may include programming a controller, video detection system and any assistance to City staff.

## **1.7 Traffic Control**

The Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect, and maintain sufficient warning and directional signs, barricades, and lights and shall furnish sufficient flagmen to give adequate warning to the public, at all times, that the road or street is under construction and of any dangerous conditions that may be encountered as a result thereof, in accordance with the CA MUTCD.

Whenever it is necessary to block any traffic lanes in order to complete any portion of the work, the Contractor shall notify the Dublin Police Department and the Dublin Fire Department, as well as City staff. Lane closure and times scheduled for closure shall be subject to approval of City staff. At least one (1) lane of traffic shall be kept open in each direction, at all times. On major arterials, no lane closures shall take place before 9:00 a.m. or after 3:00 p.m., without prior approval from City staff.

Failure on the part of the Contractor to provide adequate signing and barricading will give authority to City staff to provide such protection, as is necessary by City forces or an independent contractor. All costs of protection shall be charged to the Contractor. Repetitive failure shall be sufficient cause to terminate the contract.

## **1.8 Spare Materials and Equipment Availability**

The Contractor shall maintain adequate storage and shop repair facilities to perform all work including a sufficient stock of common spare parts and signal equipment to effect permanent repairs to the system with the exception of controllers and cabinets. The City will provide spare controllers and cabinets on an as needed basis. The Contractor shall be responsible for maintaining adequate storage facilities to store City supplied materials.

The contractor shall provide equipment and apply installation procedures which are acceptable to City staff and per City standards.

## **1.9 Parts, Material Quality, and Workmanship**

Unless otherwise provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this agreement shall be of the best quality of their respective kind and for their purpose. Wherever replacement of material or equipment, in accordance with the Standard Plans and Specifications may cause an obvious difference in either appearance or operation of the system or would be in any way incompatible with other existing equipment, the Contractor shall so inform City staff. All phases of the work are subject to inspection and approval of City staff.

All permanent repairs to the system shall be undertaken within a time period approved by the City Engineer. Failure to effect permanent repairs within this time limit shall be sufficient cause for City staff to authorize repairs to be completed by another contractor.

The Contractor shall be responsible for furnishing all spare parts necessary to maintain the continued safe and efficient operation of the signals whenever the original unit is withdrawn for maintenance, repair, or modification. All component parts of each system shall be maintained at all times to perform the functions for which they were designed, unless authorized otherwise by City staff.

#### **1.10 Maintenance Records**

The following records shall be maintained by the Contractor covering signal maintenance activities:

A record of all service calls, repairs, and relevant data pertaining to each individual intersection will be kept in the controller cabinet and properly annotated by the Contractor, at the time of any repair work or modifications. A duplicate record will be kept on file in the Contractor's office and will be sent to City staff, included on the monthly summary report. The Contractor shall supply a copy of the maintenance record to City staff.

Signal-timing charts will be kept in the controller cabinet. The Contractor shall record all signal-timing changes on these charts, and identify the personnel implementing the change and dates of changes. Only City staff shall authorize timing changes. The Contractor may make changes required on a temporary basis due to maintenance operations, such as detector failures, but must inform City staff immediately of each change.

A duplicate record of all service calls, repairs, and relevant data pertaining to each individual request is to be kept on file in the Contractor's office and available to the City upon request.

A database shall be maintained indicating previous and scheduled work orders.

#### **1.11 Maintenance Report**

The Contractor shall provide reports when on-call to City staff. The submitted report shall contain, as a minimum, the following information on every work order:

- Date of visit to the location
- Location/Intersection name and/or number
- Purpose of the visit (include the name of City staff who requested the service)
- Work accomplished during the visit

The Contractor shall submit to City staff reports of any breakdowns of individual pieces of equipment due to mechanical failure, and report of major repairs to any equipment, the reason for repairs and recommendation for any major repairs to equipment that the Contractor deems necessary for proper performance. Before any work is begun, the Contractor shall provide a quote to be approved by City staff.

### **1.12 Work Force**

1. The Contractor shall always maintain a force of sufficiently trained, qualified traffic signal maintenance employees, preferably International Municipal Signal Association (IMSA) certified, having work experience of a minimum of two years to perform the work as required by City staff.
2. The team of qualified employees shall be sufficient to respond to emergency calls, which may be received at any time, and to promptly make temporary and permanent repairs.
3. The Contractor shall retain qualified engineering or technical personnel capable of working with the types of controllers in the City's system (example: NAZTEC 980, 2070, Cubic Trafficware 980 ATC and Commander).

### **1.13 Response and Service**

The Contractor shall provide response and service in the following manner:

1. The Contractor shall designate and inform City staff of a telephone number(s), where he/she can be reached concerning response or on-call maintenance. The Contractor shall be accessible at this telephone number(s) and available to perform traffic signal repair/response maintenance, twenty-four (24) hours a day, seven (7) days a week, including holidays. A fax number and an e-mail address for transmitting documents shall be owned and operated by the Contractor.
2. The Contractor shall provide adequate shop facilities, maintenance vehicles with two-way radio dispatch capability, and tools, inventory, and testing equipment to accomplish all the work described above
3. When the notification is sent by City staff to the Contractor regarding an on-call work:
  - a. If the Contractor receives the call between 8:00 a.m. and 5:00 p.m., the response time shall not exceed two (2) hours, Monday through Friday.
  - b. When the notification is received at any other time or on any other day, the response time shall not exceed three (3) hours.
  - c. When a situation exists that City staff deems dangerous or an emergency and so advises the Contractor, the Contractor shall dispatch qualified personnel and appropriate equipment and material to correct the situation, as soon as possible, but in no case later than indicated above.
  - d. Contractor's response to emergency repair should be coordinated with City staff.

## **2. Other Work**

### **2.1 Conduit Installation**

The Contractor shall provide all necessary labor, equipment, and materials to install conduits for traffic signals, signal interconnects or any other work as required by City staff. The work shall be paid in accordance with the contract unit price on Schedule F and G.

### **2.2 Replace/Install Only**

City staff may, from time to time, ask the Contractor to replace existing signal appurtenances with new or advanced ones. City staff will supply the materials and the Contractor's responsibility shall be limited to the installation and replacement only. Payment for such work shall be in accordance with the contract unit price on Schedule H.

### **2.3 Specific Material Installation Rates**

The Contractor shall provide all necessary labor, equipment, and materials for responses and services to execute any work shown either on Schedule D or Schedule E. The cost of such repairs shall be billed in accordance with the contract unit price on Schedule D during regular work hours. Work executed during weekends and beyond regular work hours shall be paid in accordance with the unit contract price on Schedule E.

### **2.4 Minor Repair**

The payment for minor repair work, such as fixing of turned signal heads, turned pedestrian signal heads, loose back plates, loose visors, loose internally illuminated street name signs (IISNS) or re-splicing of loops, shall be paid in accordance with the contract unit price on Schedule J, during regular work hours. Work executed during weekends and beyond regular work hours shall be paid in accordance with the contract unit price on Schedule I.

## **3. Lump Sum Work**

### **3.1 Repair of Radar Signs and Flashing Beacons Damaged due to Accident/Vandalism/Acts of God**

The Contractor shall provide all necessary labor, equipment, and material for responses and services to repair any existing Radar Sign or Flashing Beacon damaged as a result of accidents, vandalism (wire theft), and other acts beyond the control of the City or the Contractor or install at new locations. If applicable, all or part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules A and B) plus the marked-up invoice cost (less than or equal to 10%) of the materials. The Contractor shall be responsible for dividing the work under unit price work and lump sum work and submitting an invoice/quote to City staff for payment or approval for execution of the work.

### **3.2 Signal Modifications**

Whenever City staff deems it necessary to make modifications to an existing, aging traffic signal infrastructure, City staff shall authorize the Contractor to make the necessary modifications. The Contractor shall make such modifications only after receiving a plan and/or an authorization in writing from City staff. The Contractor shall provide all necessary labor, equipment, and materials to provide signal modification work as recommended and approved by City staff. If applicable, all or

part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules A and B) plus the marked-up invoice cost (less than or equal to 10%) of the materials. The Contractor shall be responsible for dividing the work under unit price work and lump sum work and submitting a quote to City staff for approval. The City also reserves the right to advertise for competitive bids to effect repairs or modifications to any signal or signal system. Examples of such work include but are not limited to:

1. Replace the aging/existing green vehicle signal indications (green arrows and green circle indications) at 58 intersections with new indications. The approximate number of green indications is 1,100.
2. Replacing the aging vehicle detection system at four intersections along San Ramon Road.

### **3.3 Fiber Optics**

On the City's request, the Contractor shall designate one person who has knowledge and appropriate licenses to install, troubleshoot, test (OTDR) and make recommendations for the City's fiber optics system. The Contractor may also subcontract fiber optics work to an outside company at its own expense to troubleshoot the City's fiber optics network. Upon completion of any fiber optic work, the contractor shall provide the City with a drawing or mark-up indicating the new fiber connections. The Contractor shall also provide qualified staff to complete the following scope:

- ITS expertise including networking design, implementation, and deployment as well as programming and activation of switches, hubs, & routers
- Certified Fiber Installation, Splicing, Testing, Reporting, and Turn-On
- Certified technicians to land and connect the fiber in traffic signal cabinet and the City's traffic Operation Center.

### **3.4 Overview of On-Call Projects Process**

When requesting services for work under on-call contract, a City project manager will request services on a "Time and Material" basis. The selected firm's services shall be provided based on the costs proposed in the below "Cost Proposal" for scope mentioned in Section 1 and 2. The services will be negotiated on a per project basis and have a budget and specific work scope, submitted on letterhead and signed by the designated project manager for Lump sum Work mentioned in Sections 3.

**Cost Proposal:**

<b>SCHEDULE A</b> <b>LABOR SCHEDULE</b>			
<b>#</b>	<b>Description</b>	<b>Hourly Rate</b>	
		<b>Straight Time</b>	<b>Overtime</b>
1	Operations Superintendent Reviews and Approves all work; provides input to Engineer		
2	Engineering Technician Acts as technical liaison; assists Engineer with operation of equipment		
3	Lead Man Guides and assists field technicians and signalmen		
4	Traffic Signal Technician – Field Troubleshoots, maintains, repairs field equipment, and programming controller with signal timing plan.		
5	Traffic Signal Technician – Lab Troubleshoots, maintains, repairs equipment in lab, and programming controller with signal timing plan.		
6	Traffic Signal Person Under direction of lead man, assists field		
7	Traffic Signal Person – Apprentice In-training; assists traffic signalman		
8	Traffic Signal Laborer Assists signalman in field		

<b>SCHEDULE B</b> <b>EQUIPMENT SCHEDULE</b>		
<b>#</b>	<b>Description</b>	<b>Cost per Response Call/Per Hour</b>
1	Personnel Vehicle	(Per Response)
2	Pickup Truck	(Per Response)
3	Service Truck	(Per Response)
4	Boom Truck	(Per Hour)
5	Paint Rig Truck	(Per Response)
6	Bucket Truck (Hydraulic, Man-Lift)	(Per Hour)
7	Air Compressor	(Per Response)
8	Water Truck	(Per Response)
9	Concrete Saw	(Per Response)

<b>SCHEDULE C</b> <b>EQUIPMENT TESTING SCHEDULE</b>			
<b>#</b>	<b>Description</b>	<b>Unit</b>	<b>Cost</b>
1	New Controller Cabinet (TS – 2 Type 1 “P”)	Each	
2	New Signal Controller	Each	

SCHEDULE D			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
1	1 to 4 (6'x6') Type E Loop	Each	
2	5 to 8 (6'X6') Type E Loop	Each	
3	1 to 4(modified round Type D loops) Type E loops with a circular shape	Each	
4	5 to 8 (modified round Type D loops) Type E loops with a circular shape	Each	
5	Furnish and install Audible PPB (Polara)	Each	
6	Furnish and replace Audible PPB (Polara)	Each	
7	Furnish and install ADA compliant PPB post (no foundation replacement)	Each	
8	Furnish and install ADA compliant PPB post (with foundation replacement)	Each	
9	Furnish and Install 28' to 30' Streetlight pole (no foundation replacement)	Each	
10	Furnish and Install 28' to 30' Streetlight pole (with foundation replacement)	Each	
11	Furnish and Install 12' Decorative pedestrian light pole (no foundation replacement)	Each	
12	Furnish and Install 12' Decorative pedestrian light pole (with foundation replacement)	Each	
13	Furnish and Install 30' Green pedestrian light pole (no foundation replacement)	Each	
14	Furnish and Install 30' Green pedestrian light pole (with foundation replacement)	Each	
15	Type 1-A – 10' (no foundation replacement)	Each	
16	Type 1-A - 10' (with foundation replacement)	Each	
17	Type 1-B – 10' (no foundation replacement)	Each	
18	Type 1-B - 10' (with foundation replacement)	Each	
19	Type 1-D – 10' (no foundation replacement)	Each	
20	Type 1-D -10' (with foundation replacement)	Each	
21	Furnish and Install Type 18-4-100 with foundation	Each	
22	Furnish and Install Type 19-4-100 with foundation	Each	
23	Furnish and Install Type 17-3-100 with foundation	Each	
24	Install City-furnished Video Detection Camera (new) along with cable run	Per Camera	
25	Replace existing camera with city-furnished Video Detection Camera	Per Camera	
26	Install Type 15 pole with new 8'luminaire mast arm with LED light and Install Foundation	Each	
27	Install Type 15 pole with new 8'luminaire mast arm with LED light	Each	
28	Remove existing type 15 Pole	Each	
29	Pull box # 3.5	Each	
30	Pull box # 5	Each	
31	Pull box # 6	Each	
32	Pull box #6E		
33	Pull box #N48		
34	Pull box lid for # 3.5	Each	
35	Pull box lid for #5	Each	
36	Pull box lid for #6	Each	
37	Pull box lid for #6E		
38	Pull box lid for #N 48		
39	12" LED signal (Green – Ball)	Each	
40	12" LED signal (Yellow – Ball)	Each	

SCHEDULE D			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
41	12" LED signal (Red – Ball)	Each	
42	12" LED signal (Green – Arrow)	Each	
43	12" LED signal (Yellow – Arrow)	Each	
44	12" LED signal (Red – Arrow)	Each	
45	Install LED countdown pedestrian signal	Each	
46	Type "C" pedestrian signal housing	Each	
47	12" full circle visor	Each	
48	3 section 12" back plate (Louvered)	Each	
49	3 section signal head complete assembly installation	Each	
50	4 section signal head complete assembly installation	Each	
51	5 section signal head complete assembly installation	Each	
52	Sidewalk Replacement (5' X 5' X 4')	Per Flag	
53	Furnish and Install GPS based Optical Detector on mast arm	Each	
54	Furnish and Install GPS based Discriminator Card – 2 Channel	Each	
55	Furnish and Install CCTV/PTZ camera system with switch, CODEC, and cabling	Each	
56	Furnish and Install LED illuminated street name sign (6 feet)	Each	
57	Furnish and Install LED illuminated street name sign (8 feet)	Each	
58	Locate and mark existing traffic signal loop	Per Loop	
59	Trench and install 3" conduit with 12 SM Fiber Optics line	LF	
60	Trench and install 3" conduit with 140 SM Fiber Optics line	LF	
61	Test the fiber optic line, end to end, both direction (OTDR)	LS	
62	Trouble shoot fiber optics break	Hour	

SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	Description	Unit	Cost
1	1 to 4 (6'x6') inductive loops (Type A or D)	Each	
2	1 to 4 Type E Loop	Each	
3	5 to 8 Type E Loop	Each	
4	5 to 8 (6'x6') inductive loops (Type A or D)	Each	
5	9 or more (6'x6') inductive loops (Type A or D)	Each	
6	PPB post (no foundation replacement)	Each	
7	PPB post (with foundation replacement)	Each	
8	Type 1-A – 10' (no foundation replacement)	Each	
9	Type 1-A – 10' (with foundation replacement)	Each	
10	Type 1-B – 10' (no foundation replacement)	Each	
11	Type 1-B – 10' (with foundation replacement)	Each	
12	Type 1-D – 10' (no foundation replacement)	Each	
13	Type 1-D – 10' (with foundation replacement)	Each	
14	Pull box # 3.5	Each	
15	Pull box # 5	Each	
16	Pull box # 6	Each	

SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	Description	Unit	Cost
17	Pull box lid for # 3.5	Each	
18	Pull box lid for # 5	Each	
19	Pull box lid for # 6	Each	
20	12" LED signal (Green – Ball)	Each	
21	12" LED signal (Yellow – Ball)	Each	
22	12" LED signal (Red – Ball)	Each	
23	12" LED signal (Green – Arrow)	Each	
24	12" LED signal (Yellow – Arrow)	Each	
25	12" LED signal (Red – Arrow)	Each	
26	8" LED signal (Green – Ball)	Each	
27	8" LED signal (Yellow – Ball)	Each	
28	8" LED signal (Red – Ball)	Each	
29	8" LED signal (Green – Arrow)	Each	
30	8" LED signal (Yellow – Arrow)	Each	
31	8" LED signal (Red – Arrow)	Each	
32	LED pedestrian signal	Each	
33	LED countdown pedestrian signal	Each	
34	Audible signal	Each	
35	Type "C" pedestrian signal housing	Each	
36	12" full circle visor	Each	
37	8" full circle visor	Each	
38	3 section 8" back plate (Louvered)	Each	
39	3 section 12" back plate (Louvered)	Each	
40	3 section signal head complete assembly installation	Each	
41	4 section signal head complete assembly installation	Each	
42	5 section signal head complete assembly installation	Each	
43	Remove and secure a knockdown streetlight	Each	

SCHEDULE F			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	Description	Unit	Cost
<b>RIGID PVC CONDUIT (SCHEDULE 40)</b>			
1	Trench 1.5" conduit	LF	
2	Trench 2.0" conduit	LF	
3	Trench 2.5" conduit	LF	
4	Trench 3" conduit	LF	
5	Bore 1.5" conduit	LF	
6	Bore 2.0" conduit	LF	
7	Bore 2.5" conduit	LF	
8	Bore 3" conduit	LF	
<b>RIGID PVC CONDUIT (SCHEDULE 80)</b>			
1	Trench 1.5" conduit	LF	
2	Trench 2.0" conduit	LF	
3	Trench 2.5" conduit	LF	
4	Trench 3" conduit	LF	
5	Bore 1.5" conduit	LF	
6	Bore 2.0" conduit	LF	
7	Bore 2.5" conduit	LF	
8	Bore 3" conduit	LF	

SCHEDULE G			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	Description	Unit	Cost
<b>RIGID STEEL CONDUIT</b>			
1	Trench 1.5" conduit	LF	
2	Trench 2.0" conduit	LF	
3	Trench 2.5" conduit	LF	
4	Trench 3" conduit	LF	
5	Bore 1.5" conduit	LF	
6	Bore 2.0" conduit	LF	
7	Bore 2.5" conduit	LF	
8	Bore 3" conduit	LF	

SCHEDULE H			
REPLACE/INSTALL SCHEDULE (MATERIALS WILL BE SUPPLIED BY THE CITY WHERE SPECIFIED)			
#	Description	Unit	Cost
1	City furnished Battery Backup system in an existing "P" cabinet	Each	
2	City furnished Battery Backup system in a stand-alone cabinet	Each	
3	City furnished Battery Backup system and foundation	Each	
4	City furnished LED signal (vehicle indication only)	Each	
5	City furnished LED signal (Pedestrian indication only)	Each	
6	Installation of Timing Plan in controller	Each	
7	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on existing foundation	Each	
8	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on new foundation. Furnish and install new foundation	Each	
9	City furnished Pedestrian signal housing replacement (Type C)	Each	
10	Attach City furnished solar-powered radar sign to existing pole	Each	
11	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in sidewalk	Each	
12	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in dirt	Each	
13	Install City furnished RRFB. Furnish and install foundation with pole in dirt (complete system may be 2 or 3 RRFB)	LS	
14	Install City furnished RRFB. Furnish and install foundation with pole in sidewalk (complete system may be 2 or 3 RRFB)	LS	
15	Install City furnished GPS Opticom with receiver	Each	

SCHEDULE I			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
1	Turned signal head	Each	
2	Turned pedestrian signal head	Each	
3	Loose back plate	Each	
4	Loose or missing visor	Each	
5	Re-splice loop	Each	
6	Reseal Loop	Each	
7	Loose IISNS	Each	

<b>SCHEDULE I</b>			
<b>MINOR REPAIR SCHEDULE (STRAIGHT TIME)</b>			

#	Description	Unit	Cost
8	Installation of traffic sign on mast arm	Each	
9	Signal on Flash and Reset the MMU	Each	
10	Clean PTZ and Video detection lens	Each	

<b>SCHEDULE J</b>			
<b>MINOR REPAIR SCHEDULE (OVERTIME)</b>			

#	Description	Unit	Cost
1	Turned signal head	Each	
2	Turned pedestrian signal head	Each	
3	Loose back plate	Each	
4	Signal on Flash and Reset the MMU	Each	
5	Loose visor	Each	
6	Re-splice loop	Each	
7	Signal on Flash and Reset the MMU	Each	
8	Reseal Loop	Each	
9	Loose IISNS	Each	

**Attachment A**

**Standard Contractor Services Agreement**

**CONTRACTOR SERVICES AGREEMENT BETWEEN**  
**THE CITY OF DUBLIN AND**  
**[NAME OF CONTRACTOR]**

THIS AGREEMENT for \_\_\_\_\_ services is made by and between the City of Dublin ("City") and \_\_\_\_\_ ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the services described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.

**[NOTE TO STAFF: IF THE SERVICES ARE NOT WITHIN THE STATUTORY DEFINITION OF A PUBLIC WORKS PROJECT, THEN SUBSECTIONS 1.5, 1.6 AND EXHIBIT D MAY BE DELETED. PLEASE REPLACE THE SECTIONS WITH [INTENTIONALLY DELETED]. CHECK WITH THE GENERAL COUNSEL IF THERE IS A QUESTION ABOUT WHETHER THE SERVICES CONSTITUTE A PUBLIC WORKS PROJECT.]**

1.5 **Public Works Contractor Registration.** Because the services described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit C.

1.6 **Public Works Contractor Registration.** Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**Section 2. COMPENSATION.** City hereby agrees to pay Contractor a sum not to exceed [REDACTED], notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
  - Daily logs of total hours worked by each individual performing work under this Agreement
  - Hours must be logged in increments of tenths of an hour or quarter hour
  - If this Agreement covers multiple projects, all hours must also be logged by project assignment
  - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$ \_\_\_\_\_. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 **Liquidated Damages.** Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A. [NOTE TO STAFF: If your contract does not have a liquidated damages language in the scope, please delete the contents of this section and title it "Intentionally Deleted."]

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

**[NOTE TO STAFF: City list of facilities and equipment at Contractor's disposal]**

**3.1 Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions.  
**CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.**

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. **VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION.** Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

#### **4.1 Workers' Compensation.**

**4.1.1 General Requirements.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

#### **4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

**4.3 All Policies Requirements.**

**4.3.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.3.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.3.3 Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.3.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.3.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**4.3.6 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.4 Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole [active] negligence or willful misconduct of City.

**[NOTE TO STAFF: IF THIS IS A CONSTRUCTION PROJECT, PLEASE REPLACE THE WORD SOLE ABOVE WITH ACTIVE. IF IT IS NOT A CONSTRUCTION PROJECT, DELETE THE WORD ACTIVE IN THE BRACKETS.]**

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions

for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONTRACTOR.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its

employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

**8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

- 8.6.1** Immediately terminate the Agreement;
- 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.6.3** Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
- 8.6.4** Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

**9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents

evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

**9.3** **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

## **Section 10. MISCELLANEOUS PROVISIONS.**

**10.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

**10.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4** **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5** **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**10.6** **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 et seq.

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 et seq., the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 et seq., and, if applicable, will be disqualified from holding public office in the State of California.

10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.9 **Notices.** Any written notice to Contractor shall be sent to:

[REDACTED]

Any written notice to City shall be sent to:

City of Dublin  
Att: [REDACTED]  
100 Civic Plaza  
Dublin, CA 94568

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, [and C] **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	California Labor Code Section 1720 Information <b>[DELETE IF NOT APPLICABLE]</b>

10.11 **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved

electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

**10.12 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

[NAME OF CONTRACTOR]

---

Linda Smith, City Manager

---

[NAME, TITLE]

Attest:

---

Contractor's DIR Registration Number  
(if applicable)

---

Marsha Moore, City Clerk

Approved as to Form:

---

City Attorney

3070365.1

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

**EXHIBIT B**

**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

## EXHIBIT C

### PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

#### HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their

obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of

Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

**Attachment B**

**City of Dublin  
Forced Ranking Rating Sheet**

**Instructions:** After each review, write the name of the candidates in the boxes in ranked order of 1 through 5, with the number 1 candidate in the left column being the most qualified candidate. For example, candidate Smith's name would be in the Rank 1 box after the first review, since that firm would be the only candidate so far. After candidate Jones is reviewed in the second review, then decide which of the two candidates – Smith or Jones – should be ranked #1 and #2. As reviews continue, re-rank the applicants as appropriate.

	Rank 1																			
Firm 1		Rank 2																		
Firm 2			Rank 3																	
Firm 3				Rank 4																
Firm 4					Rank 5															
Firm 5						Rank 6														
Firm 6							Rank 7													
Firm 7								Rank 8												
Firm 8									Rank 9											
Firm 9										Rank 10										
Firm 10											Rank 11									
Firm 11												Rank 12								
Firm 12													Rank 13							
Firm 13														Rank 14						
Firm 14															Rank 15					
Firm 15																Rank 16				
Firm 16																	Rank 17			
Firm 17																		Rank 18		
Firm 18																			Rank 19	
Firm 19																				

Proposal Category (circle one):

Civil Design/PM

Development Review Surveying

Transportation Planning

Traffic Engineering

Drafting/CAD

Rater Name: \_\_\_\_\_

Proposal Name: \_\_\_\_\_

**Attachment C**

**Conflict of Interest**

For the term of this contract, no member, officer, or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

Consultant must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list Consultant's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at <http://www.fppc.ca.gov/Form700.html>.

**Attachment D**

**Public Contract Code**

\*\*\*PRIME PROPOSER AND SUBCONSULTANTS MUST SUBMIT A SIGNED

PUBLIC CONTRACT CODE STATEMENT\*\*\*

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that the proposer

Has \_\_\_\_\_, has not \_\_\_\_\_ (mark one)

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The proposer must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

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Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

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

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

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

**Public Contract Code 10232 Statement**

In accordance with Public Contract Code Section 10232, the PROPOSER, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the PROPOSER within the immediately preceding two-year period because of the PROPOSER's failure to comply with an order of a federal court which orders the PROPOSER to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.) By my signature on this proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required under Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

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Date

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(authorized signature)

---

(name and title)

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(company name)

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(company address)