



Sweetwater Authority

Notice

Request for Quote No: S2021-06

For: Traffic Control Services FY 2021

Bid Release Date:

September 3, 2020

Question Deadline:

September 10, 2020 at 2:30 P.M.

Bids Due:

September 17, 2020 by 2:30 P.M.

In the Purchasing Division
Sweetwater Authority
744 F Street
Chula Vista, CA 91910

Buyer: Sylvia McCain
Phone (619) 409-6872
Email: Purchasing@sweetwater.org

SWEETWATER AUTHORITY

Sweetwater Authority (Authority) is a public water agency that provides water service to approximately 186,907 people in National City, Bonita and the western and central portions of Chula Vista, California. All provisions of law applicable to public contracts will be made part of the final contract to the same extent as though set forth herein and will be complied with by the successful bidder. Sweetwater Authority encourages participation by local, small and/or disadvantaged businesses/contractors/vendors.

THE DESIRED SERVICE

This Request for Quote (RFQ) is issued to cover the cost to Sweetwater Authority for traffic control plans and permits, flaggers, and rental of equipment for scheduled, unscheduled, and emergency traffic control services.

SCOPE OF WORK

The successful Bidder shall provide all labor, supervision, materials, tools, equipment, insurance, and incidentals necessary to complete the desired service.

This work entails:

1. Provide 24-hour emergency traffic control services, seven days a week, twenty-four hours a day (24/7) with a one-hour response time for projects within Sweetwater Authority's service area. (Bonita, National City and the western and central portions of Chula Vista, City of San Diego and County of San Diego).
2. Provide the Authority Contract Manager with a 24/7 reachable telephone number for emergency service requests.
3. Contractor shall have equipment yards in San Diego County in order to dispatch personnel and equipment to the requested traffic control location within one-hour from a request for services from the Authority.
4. Upon request the Contractor shall have the ability to provide one (1) to six (6) flaggers. The duties of the flagger position require employees to be neat and clean in appearance and competent in the English language. While on the job site flaggers represent Sweetwater Authority and shall perform in a professional, workmanlike manner with the general public and Authority personnel at all times.
5. Contractor shall be responsible for safety management and shall enforce all safety requirements of the Division of Occupational Safety and Health (DOSH) and other required safety regulations as necessary to provide a safe environment for workers.
 - (a) All personnel shall be certified as a traffic control technician/flagger by a certified trainer recognized under Cal/OSHA standard CCR Title 8, Subchapter 4, Construction Safety Orders Article 11, Vehicles, Traffic Control, Flaggers, Barricades, and Warning Signs, and therefore fully competent and qualified to perform their job duties at a level that meets Authority standards.
 - (b) Contractor shall not allow any person(s) under the influence of alcohol or drugs onto any work zone. Neither shall the Contractor allow the use or presence of alcohol or drugs on any work zone.
6. All work and traffic control devices provided by the Contractor shall conform to the latest edition of the California Manual on Uniform Traffic Control Device Standards (MUTCD), which can be viewed at the following site: <http://www.dot.ca.gov/trafficops/camutcd/>

7. Upon receipt of a traffic control request, Contractor shall discuss the requested service with the project manager at no charge. Contractor shall provide the Authority with a signed written estimate detailing request, labor hours, and hourly rates, in accordance with the contract payment and fee schedule, necessary to complete request.
8. Upon approval by the Authority, Contractor shall design and submit the traffic control plan to the appropriate regulatory body, for the respective work zone location, in order to obtain approval and a permit stamp. Contractor shall pay applicable fees, and said fees shall be reimbursed by the Authority at invoice cost with no markup allowed. A copy of the approved, permit-stamped, traffic control plan shall be forwarded to the Authority project manager immediately upon receipt of permit.
9. Contractor shall mobilize traffic control equipment and personnel to the work zone within the requested time.
10. Contractor shall assign the appropriate personnel and equipment for the approved traffic control plan. The Authority, at its discretion, may request additional personnel. In such instances, personnel shall be paid the hourly labor rate as stated in the contract.
11. Contractor shall provide continuous traffic control services until advised by the Project Manager that the work is completed and traffic control at the work zone is no longer needed. At that time, Contractor shall remove traffic control equipment and personnel, leaving work zone free of debris.
12. When providing emergency and/or after normal working hours traffic control services, Contractor shall provide the draft traffic control plan to the Project Manager within one hour of receiving request, and provide the permit stamped traffic control plan on the first business day following the traffic control service.
13. The cost for utilization of Contractor-owned materials, supplies, and equipment is included in the hourly labor rates. If equipment rental is necessary, Contractor shall receive pre-approval from Project Manager before renting equipment. The Authority will reimburse Contractor for direct costs for pre-approved rental signage and equipment, with no markup.
14. Travel time to and from the project site shall not be paid and shall be included in the contract rate.
15. The Authority observes the following holidays and if service is required on these days agrees to pay the quoted Holiday rate for services performed on these days:

New Year's Day	Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving Day	Christmas Eve	Christmas Day
16. Contractor shall store materials, supplies, and equipment offsite unless, prior to the start of work, the Project Manager has approved a written request from Contractor to store materials, supplies and equipment onsite.
17. Unless otherwise specified, shown, or permitted by the Authority, materials and equipment incorporated in the work shall be in working condition, and by a current manufacture.
18. Materials furnished and work performed shall be subject to inspection by Authority's authorized agents at the Authority's expense. If such inspection reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting.
19. The inspection of the work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and

estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract.

20. Payment for traffic control services shall be provided on an hourly basis. Hourly rate shall include all, labor, materials, supplies, and equipment (including 2-way radios) necessary for flagging services. The Authority will reimburse Contractor, at cost, for the following items:

- traffic control plan fees paid to applicable governmental agency
- pre-approved rental equipment

Prevailing Wages

The work is subject to the payment of prevailing wages. Pursuant to Section 1770, et seq. of the California Labor Code, the successful bidder and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Sweetwater Authority has obtained the prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable in this locality from the Director of the Department of Industrial Relations for each craft, classification, or type of workman need to execute this contract and has a copy of these prevailing rates on file at its office. Any interested party may request a copy. The successful Bidder shall post a copy thereof at each job site. The Authority hereby places the Contractor and any subcontractors on notice of the penalty provisions of Labor Code Section 1775 for failure to comply with prevailing wage laws. Pursuant to Labor Code Section 1771, prevailing wages do not apply to jobs under \$1,000.

Questions regarding Prevailing Wage should be directed to:

Division of Labor Statistics and Research
P.O. Box 420603
San Francisco, CA 94142-0603
Phone: (415) 703-4774

INSTRUCTIONS TO BIDDER

Questions

All questions concerning the Pre-Proposal Conference, bid specification or scope of work must be submitted in writing either by mail, facsimile, or e-mail, and received no later than **2:30 P.M. on September 10, 2020.**

Sylvia McCain
744 F Street
Chula Vista, CA, 91910
Fax # (619) 427-9514
Email: Purchasing@sweetwater.org

All questions will be answered in writing. Both questions and answers may be distributed, without identification of the inquirer(s), to all Bidders who are on record as having received this RFQ via an addendum. Questions and requests received after the date and time will be received at the discretion of Sweetwater Authority and may not be considered.

Bid Addendums

Do not rely on any oral or telephonic changes or modifications. All changes and modifications will be confirmed in writing by an authorized Sweetwater Authority representative. All bid addendums shall be expressly acknowledged and included with your bid response.

Bid Validity

Proposals/bids are valid for ninety (90) days from opening

Withdrawal of Proposal

A Bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid, provided that the Bidder's request for withdrawal is received at the Purchasing Department in writing before the time specified for opening bids. Revised bids must be submitted as specified herein. The request for withdrawal shall be executed by the Bidder or by his duly authorized representative.

Bid Opening

At the date and time set for the opening of bids, each and every bid received prior to the scheduled closing time for receipt of bids will also be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bids must be received by **2:30 P.M. on September 17, 2020**, at which time the bids will be opened and read aloud at Sweetwater Authority Operations Center. Late bids will not be considered and will be returned to the bidder unopened.

Responses must be mailed to: Sweetwater Authority
744 F Street
Chula Vista, CA 91910
Attn: **Purchasing/Bid # S2021-06**

Evidence of Responsibility

Upon request by the Sweetwater Authority, a bidder shall submit promptly to the Authority's satisfaction, evidence showing the bidder's financial resources, experience, qualifications, available organizational resources, and any other information or qualifications that may be required to determine the Bidder's responsibility, ability, and capability to perform under any resulting contract.

Quotations/Responses

All responses must be typewritten or in ink. No pencil figures or erasures are permitted. Mistakes must be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the quotation.

Proposal Forms

Proposal must be submitted on preprinted forms supplied by Sweetwater Authority. One original and one copy must be submitted on or before the Submittal Deadline. Please submit one (1) original proposal marked "MASTER" and one proposal marked "COPY". If discrepancies are found between the master and the copy, the original marked Master will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", Sweetwater Authority reserves the right to use the original as the Master. If no document can be identified as an original bearing the original signatures, the proposal may be rejected at the discretion of Sweetwater Authority. Please note: The original RFQ or a copy of the RFQ does not need to be returned with the proposal, unless exceptions or comments are noted within the document.

Proposals submitted in response to this RFQ shall include:

- **Bidder Response Section:**
Complete and return the Bidder Response Section. The Bidder Response Section must be signed by the officer or officers legally authorized to bind the company, partnership, or corporation. All responses must be typewritten or in ink. No pencil figures or erasures are permitted. Mistakes must be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the quotation.
- **Evidence of Insurance:**
Include proof of insurance for all insurance coverage required by the Agreement. Original certificates naming the Authority as additionally insured will be required upon award of contract.
- **Statement of Bidder's Qualifications and References:**
Bidder shall provide information demonstrating that the Bidder's company has the qualifications and experience capability to perform the requirements of this proposal. Include references for two customers that were similar to this project.

Contract Documents

The contract Documents will consist of this RFQ; the successful Bidder's completed and signed Bidder's Response Form; Certificate of Insurance and a Purchase Order(s) from the Authority.

Right to Waive or Reject

The Authority reserves the right to reject any or all proposals/bids or to waive any minor irregularities in any proposal/bid or in the bidding process. The Authority reserves the right to cancel, in whole or in part, this RFQ. This RFQ does not commit the Authority to award a contract, to defray any costs incurred in the preparation of a Quotation, or to procure or contract for work. This inquiry implies no obligation to buy. The right is reserved to accept all or part, or decline the whole. Do not quote on goods or services that you cannot supply or provide. The Authority's standard purchase order terms and conditions, copy attached hereto, will apply to any order(s) resulting from this quotation.

Period of Performance

If an award is made, the resulting contract shall be for a one (1) year period. No price increase shall be accepted during the contract period.

If a price increase is requested by the Contractor, detailed supporting documentation to justify the requested increase must be provided. The requested increase will be evaluated by the Authority, and reserves the right to accept or reject.

The Authority may desire to extend a contract on a month-to month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the Authority and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

Cancellation/Termination

Sweetwater Authority reserves the right to cancel any contract resulting from this solicitation in its entirety at no cost, except for services rendered and goods delivered, and accepted upon a thirty (30) days' written notice stating the reasons for termination. Termination is normally reserved for such reasons as unsatisfactory performance, or changes in funding, scope, or needs of Sweetwater Authority.

Method of Ordering

Individual Purchase Order(s) will be issued as jobs are scheduled.

Billing Requirement

One invoice should be issued to reflect each job. For jobs longer than one week – weekly invoices will be allowed. Copies of daily work tickets or delivery slip should be attached to the invoice for hour and quantity verification. Invoices shall reflect purchase order number as assigned to each job.

Invoices should be mailed to: Sweetwater Authority
505 Garrett Avenue
Chula Vista, CA 91910
Attention: Accounts Payable

Electronic invoices and/or statements can be emailed to: payables@sweetwater.org

Payment Terms: Invoices will be paid within thirty (30) days from date of acceptance of service, or receipt of invoice, whichever occurs later.

Form of Agreement

The Authority will use the attached Agreement form for contracting traffic control services. The agreement includes insurance requirements to be met.

BIDDER'S RESPONSE FORM

RFQ S2021-06: Traffic Control Services FY 2021

Date: _____

Name of Company: _____

Address: _____

Signature: _____

Name (please print) _____

Title: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Contractor License Number: _____

Project Coordinator:

Contact Name: _____ Phone Number: _____

Email: _____ Fax Number: _____

Billing Contact:

Contact Name: _____ Phone Number: _____

Email: _____ Fax Number: _____

Pricing – RFQ S2020-06 Traffic Control Services 2020-2021

Bid Item	Description (with estimated units required)	Initial Year		Renewal Option 1		Renewal Option 2		Renewal Option 3		Renewal Option 4	
		Rate Per unit	Total	Rate Per unit	Total	Rate Per unit	Total	Rate Per unit	Total	Rate Per unit	Total
1	Design traffic control plan (35 Hours)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Hourly labor charge per traffic control person from 7:00 a.m. – 4:00 p.m., Monday through Friday (200 Hours)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Hourly labor charge per traffic control person from 4:00 p.m. – 7:00 a.m., Monday through Friday (8 Hours)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Hourly labor charge per traffic control person for onsite Saturdays, Sundays, and Holidays (8 Hours)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Obtain approved permit (150 Permits)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
ANNUAL TOTAL			\$		\$		\$		\$		\$
GRANT TOTAL (total of all years proposed) Award will be based on the 5-year total.				\$							

Pricing – RFQ S2020-06 Traffic Control Services 2020-2021

- (1) Estimated hours/permits are provided for the sole purpose of comparing offers. Estimated hours/permits may be increased or decreased to meet the requirements of the Authority during the period of performance. A minimum quantity is not guaranteed.
- (2) Hourly labor rates shall include cost for utilization of Contractor-owned materials, supplies and equipment. Prevailing wage rates apply.
- (3) The Authority will reimburse Contractor, at cost, for the following items:
 - Traffic control plan fees paid to applicable governmental agency
 - Pre-approved rental equipment
- (4) All rates, including hourly rates shall remain firm for the entire contract period.

STATEMENT OF BIDDER'S QUALIFICATIONS

RFQ S2021-06: Traffic Control Services FY 2021

The following statements as to the experience and qualifications of the Bidder are to be submitted with the Bid, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the Bidder.

1. Company Name: _____

2. CONTRACTOR'S LICENSE REQUIREMENTS

Subject to verification of good standing, Bidder shall submit a copy of its current contractor's license as issued by the State of California under Chapter 9 of Division III of the California Business and Professions Code (Sections 7000 et seq). The copy of the license shall be attached to the bid schedule. The prime contractor for this work shall possess a valid contractor's license in the following category:

Class "C31" Construction Zone Traffic Control Contractor License

License Number: _____ Classification: _____ Expiration Date: _____

3. The Bidder has been engaged in the business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the Scope of Work extends over a period of _____ years.

4. The Bidder has successfully completed the following contracts in the last three years, which are similar to the magnitude and difficulty of this project.

Company Name: _____

Contact Name: _____

Contact e-mail: _____

Contact Phone Number: _____

Type of Work: _____

Project Amount: _____ Project Start Date: _____

Company Name: _____

Contact Name: _____

Contact e-mail: _____

Contact Phone Number: _____

Type of Work: _____

Project Amount: _____ Project Start Date: _____

5. Please provide a brief description of the background and experience of your traffic control technician/flagger, including certifications and training: _____

6. Equipment Inventory: Bidder shall identify and list traffic control equipment. Check “yes” if equipment is owned and able to be utilized during the term of the Contract, in addition, state quantity. Add Additional bidder owned items.

ITEM DESCRIPTION	YES / NO	QUANTITY AVAILABLE	RATE PER DAY
Cones and barricades			\$
Lighted Barricades			\$
Delineators			\$
Signage with support stands			\$
Changeable Message boards			\$
Arrow boards			\$
Solar tech arrow boards			\$
Barricade Type I			\$
Barricade Type II			\$
Barricade Type III			\$
Traffic Drums			\$
Traffic Control Trucks with skid mounted arrow board			\$
List additional items below:			

7. Have you ever failed to complete any work awarded to you or defaulted on a contract? If so, please explain where and why? _____

8. Additional information: Any other relevant information that supports the proposal:

SUPPLIER AND SERVICE PROVIDER

The Bidder shall enter below the name and the location of the place of business of each vendor/supplier and service provider who will furnish materials, products or equipment, render services, or perform other work or service to the contractor, and the portion of work which will be furnished or supplied by each vendor/supplier or service provider. Use additional sheets if necessary.

<u>Name of Vendor Or Supplier</u>	<u>Place of Business (City, State)</u>	<u>Material Provided or Services Performed</u>	<u>Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBCONTRACTOR

Bidder shall set forth the name and address of the place of business of each subcontractor who will perform work, or labor, or render service to the bidder on said contract, and each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the work according to the plan and specifications, in an amount of excess of one-half (1/2) of one percent (1%) of the total bid, and that portion of the work to be done by such Authority will not permit prime contractors to submit required subcontractor information up to twenty-four hours after the deadline for submission of bids.

<u>Name of Subcontractor and License Number and Classification</u>	<u>Address of Place of Business</u>	<u>Work to be done by Subcontractor</u>	<u>Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**AGREEMENT FOR TRAFFIC CONTROL SERVICES
BETWEEN [Insert Authority Name]
AND
[Insert Contractor's Name]**

This Agreement is made and entered into as of _____, 20__ by and between _____ (hereinafter referred to as the "Authority"), an irrigation Authority organized and operating under the Irrigation Authority Law, Water Code section 20500 et seq. and **[Insert Contractor's Name]**, a **[insert type of business or entity]** (hereinafter referred to as "Contractor").

RECITALS

- A. Authority is a public agency of the State of California and is in need of traffic control services for the following project: _____ (hereinafter referred to as "the Project").
- B. Contractor is duly licensed and has the necessary qualifications to provide such services.
- C. The parties desire by this Agreement to establish the terms for Authority to retain Contractor to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services. Contractor shall provide Authority with the services described in the Scope of Services attached hereto as Exhibit "A."
2. Term. The term of this Agreement shall be from **[Insert Date]** to **[Insert Date]**, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than **[#]** additional one-year terms.
3. Compensation.
 - a. Subject to paragraph 3(b) below, the Authority shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."
 - b. In no event shall the total amount paid for services rendered by Contractor pursuant to Exhibit "A" exceed the sum of \$ **[Insert Amount of Compensation]** ("Total Contract Price"). This amount is to cover all labor, materials, tools, equipment, supplies, services, incidental and customary work and administrative costs, including printing and related costs, and the Authority will not pay any additional fees for any such expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Contractor for work performed will be made on a monthly billing basis.

There shall be no price increase during the initial term of this Agreement. If the Agreement is renewed pursuant to Section 2, prices may be adjusted annually in accordance with the terms of this Agreement; however, there shall be no annual increases of greater than 5%.

- c. To the extent applicable, Authority shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for work not completed in accordance with this Agreement. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others, including, but not limited, to Section 7108.5 of the California Business and Professions Code.
- d. The Authority may deduct from each progress payment an amount necessary to protect Authority from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Authority in performing any of Contractor's obligations which Contractor has failed to perform or has performed inadequately; (3) defective work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the work by Contractor; (7) unauthorized deviations from the terms of this Agreement; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Authority during the prosecution of the work; (9) erroneous or false estimates by Contractor of the value of the work performed; (10) any sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable; and (11) any other sums which the Authority is entitled to recover from Contractor under the terms of this Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

4. Additional Work/ Disputed Work.

- a. If additions or changes in the work seem merited by Contractor or the Authority, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Authority by Contractor with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Authority and executed by both parties before performance of such services, or the Authority will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.
- b. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or

respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.

5. Completion and Inspection. When Contractor determines that it has completed the work required herein, Contractor shall so notify Authority in writing. Authority shall thereupon inspect the work. If the work is not acceptable to the Authority, the Authority shall indicate to Contractor in writing the specific portions or items of work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory work, Contractor may request a reinspection by the Authority. Once all work is acceptable to Authority, Authority shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Authority may be authorized or directed by law to retain.
6. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Contractor and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by Authority.
7. Delays in Performance.
 - a. Neither Authority nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
 - b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
8. Compliance with Law and Safety.
 - a. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Authority, Contractor shall be solely responsible for all costs arising therefrom. Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law

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

- b. If required, Contractor shall assist the Authority, as requested, in obtaining and maintaining all permits required of Contractor by federal, state and local regulatory agencies.
 - c. If applicable, Contractor is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.
 - d. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, Contractor shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.
9. Standard of Care. Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
10. Assignment and Subcontractor. Contractor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Authority, which may be withheld for any reason. Nothing contained herein shall prevent Contractor from employing independent associates and subcontractors as Contractor may deem appropriate to assist in the performance of services hereunder.
11. Independent Contractor. Contractor is retained as an independent contractor and is not an employee of the Authority. No employee or agent of Contractor shall become an employee of the Authority. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Authority as herein provided. Any additional personnel performing the work under this Contract on behalf of Contractor shall also not be employees of Authority and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay

all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

12. Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until the same is fully completed and accepted by Authority. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Authority may terminate this Agreement as herein provided, however, that the Authority needs to provide Contractor with only one (1) day advanced written notice.
13. Claims.
 - a. Third Party Claims. Pursuant to Public Contract Code Section 9201, the Authority shall provide Contractor with timely notification of the receipt of any third-party claim, relating to this Agreement. The Authority is entitled to recover its reasonable costs incurred in providing such notification.
 - b. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.
14. Insurance. Contractor shall not commence work for the Authority until it has provided evidence satisfactory to the Authority it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.
 - a. **Commercial General Liability and Automobile Liability Insurance -** Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:
 - i. **Coverage -** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- A. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 - B. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)
- ii. **Limits** - Contractor shall maintain limits no less than the following:
- A. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Sweetwater Authority) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
 - B. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- iii. **Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- A. *“The Sweetwater Authority, its directors, officers, employees, and authorized volunteers”* are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its directors, officers, employees, or authorized volunteers.
 - B. For any claims related to this project, *Contractor's insurance shall be primary insurance* as respects Authority, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by Authority, its directors, officers, employees, or authorized volunteers shall not contribute to it.
 - C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Authority, its directors, officers, employees, or authorized volunteers.

- D. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - E. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or Contractor, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to Authority.
- iv. Such liability insurance shall indemnify Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
 - v. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
 - vi. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
 - vii. All of the insurance shall be provided on policy forms and through companies satisfactory to Authority.
- b. **Deductibles and Self-Insured Retentions**
Any deductible or self-insured retention must be declared to and approved by Authority. At the option of Authority, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
 - c. **Acceptability of Insurers**
Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by the Sweetwater Authority.
 - d. **Workers' Compensation and Employer's Liability Insurance.** Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

- e. **Pollution Liability Insurance.** If Supplier is transporting hazardous materials, Supplier shall provide pollution liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - f. **Product Liability and/or Errors and Omissions Insurance.** If Supplier is also the manufacturer of the Goods, Supplier shall carry Product Liability and/or errors and Omissions Insurance which covers the Goods with limits of not less than \$1,000,000.
15. Indemnification. To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by the Authority), indemnify and hold the Authority, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damage or expense arising from the sole or active negligence or willful misconduct of the Authority or the Authority's agents, servants, or independent contractors who are directly responsible to the Authority, or for defects in design furnished by those persons.

Contractor shall defend, with counsel of Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Authority or its Board, members of the Board, employees, and authorized volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Authority, or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Authority for the cost of any settlement paid by Authority, its Board, members of the Board, Authority employees and/or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Authority's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse Authority and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Authority, its Board, members of the Board, employees, and/or authorized volunteers.

16. California Labor Code Requirements.

- a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and

the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend, indemnify and hold the Authority, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b. If the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations (“DIR”). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.
17. Verification of Employment Eligibility. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and consultants to comply with the same.
18. Laws, Venue, and Attorneys’ Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney’s fees, as determined by the court.
19. Termination or Abandonment.
 - a. The Authority has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Contractor. In such event, the Authority shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. The Authority shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge

for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by the Authority and Contractor of the portion of such task completed but not paid prior to said termination. The Authority shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

- b. Contractor may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to the Authority only in the event of substantial failure by the Authority to perform in accordance with the terms of this Agreement through no fault of Contractor.

- 20. Documents. Except as otherwise provided in Section 19, above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the Authority.
- 21. Warranty. Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the work or non-conformance of the work under the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty

under this Contract, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

22. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
23. Displaced Janitor Opportunity Act. If applicable, Contractor, as the "Successor Service Contractor", shall comply with California Labor Code Sections 1060 and 1061 pertaining to the retention of employees for a minimum 60-day transition employment period, employees who have been employed by the terminated Contractor or any Subcontractors. Contractor expressly agrees to indemnify all of the indemnified parties for any damages or claims of any type arising from Contractor's breach of its obligations under these provisions of law.
24. Organization. Contractor shall assign [Insert Name of Contractor's Assigned Project Manager] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the Authority.
25. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

Authority:

Contractor:

[Insert Name of Contractor and Contractor Information]

Attn.:

Attn.:

and shall be effective upon receipt thereof.

26. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Authority and the Contractor.
27. Entire Agreement. This Agreement, with its exhibits, represents the entire understanding of Authority and Contractor as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

28. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
29. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Authority. Any attempted assignment without such consent shall be invalid and void.
30. Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.
31. Time of Essence. Time is of the essence for each and every provision of this Agreement.
32. Authority's Right to Employ Other Contractors. Authority reserves the right to employ other contractors in connection with this Project or other projects.
33. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
34. Certification of License.
 - a. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.
 - b. **STATE LICENSE BOARD NOTICE**. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AUTHORITY

[Insert Name of Contractor]

By: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

The successful Bidder shall provide all labor, supervision, materials, tools, equipment, insurance, and incidentals necessary to complete the desired service.

This work entails:

1. Provide 24-hour emergency traffic control services, seven days a week, twenty-four hours a day (24/7) with a one-hour response time for projects within Sweetwater Authority's service area. (Bonita, National City and the western and central portions of Chula Vista, City of San Diego and County of San Diego).
2. Provide the Authority Contract Manager with a 24/7 reachable telephone number for emergency service requests.
3. Contractor shall have equipment yards in San Diego County in order to dispatch personnel and equipment to the requested traffic control location within one-hour from a request for services from the Authority.
4. Upon request the Contractor shall have the ability to provide one (1) to six (6) flaggers. The duties of the flagger position require employees to be neat and clean in appearance and competent in the English language. While on the job site flaggers represent Sweetwater Authority and shall perform in a professional, workmanlike manner with the general public and Authority personnel at all times.
5. Contractor shall be responsible for safety management and shall enforce all safety requirements of the Division of Occupational Safety and Health (DOSH) and other required safety regulations as necessary to provide a safe environment for workers.
 - (a) All personnel shall be certified as a traffic control technician/flagger by a certified trainer recognized under Cal/OSHA standard CCR Title 8, Subchapter 4, Construction Safety Orders Article 11, Vehicles, Traffic Control, Flaggers, Barricades, and Warning Signs, and therefore fully competent and qualified to perform their job duties at a level that meets Authority standards.
 - (b) Contractor shall not allow any person(s) under the influence of alcohol or drugs onto any work zone. Neither shall the Contractor allow the use or presence of alcohol or drugs on any work zone.
6. All work and traffic control devices provided by the Contractor shall conform to the latest edition of the California Manual on Uniform Traffic Control Device Standards (MUTCD), which can be viewed at the following site: <http://www.dot.ca.gov/trafficops/camutcd/>
7. Upon receipt of a traffic control request, Contractor shall discuss the requested service with the project manager at no charge. Contractor shall provide the Authority with a signed written estimate detailing request, labor hours, and hourly rates, in accordance with the contract payment and fee schedule, necessary to complete request.
8. Upon approval by the Authority, Contractor shall design and submit the traffic control plan to the appropriate regulatory body, for the respective work zone location, in order to obtain approval and a permit stamp. Contractor shall pay applicable fees, and said fees shall be reimbursed by the

Authority at invoice cost with no markup allowed. A copy of the approved, permit-stamped, traffic control plan shall be forwarded to the Authority project manager immediately upon receipt of permit.

9. Contractor shall mobilize traffic control equipment and personnel to the work zone within the requested time.
10. Contractor shall assign the appropriate personnel and equipment for the approved traffic control plan. The Authority, at its discretion, may request additional personnel. In such instances, personnel shall be paid the hourly labor rate as stated in the contract.
11. Contractor shall provide continuous traffic control services until advised by the Project Manager that the work is completed and traffic control at the work zone is no longer needed. At that time, Contractor shall remove traffic control equipment and personnel, leaving work zone free of debris.
12. When providing emergency and/or after normal working hours traffic control services, Contractor shall provide the draft traffic control plan to the Project Manager within one hour of receiving request, and provide the permit stamped traffic control plan on the first business day following the traffic control service.
13. The cost for utilization of Contractor-owned materials, supplies, and equipment is included in the hourly labor rates. If equipment rental is necessary, Contractor shall receive pre-approval from Project Manager before renting equipment. The Authority will reimburse Contractor for direct costs for pre-approved rental signage and equipment, with no markup.
14. Travel time to and from the project site shall not be paid and shall be included in the contract rate.
15. The Authority observes the following holidays and if service is required on these days agrees to pay the quoted Holiday rate for services performed on these days:

New Year's Day	Memorial Day	Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving Day	Christmas Eve	Christmas Day
16. Contractor shall store materials, supplies, and equipment offsite unless, prior to the start of work, the Project Manager has approved a written request from Contractor to store materials, supplies and equipment onsite.
17. Unless otherwise specified, shown, or permitted by the Authority, materials and equipment incorporated in the work shall be in working condition, and by a current manufacture.
18. Materials furnished and work performed shall be subject to inspection by Authority's authorized agents at the Authority's expense. If such inspection reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting.
19. The inspection of the work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract.

20. Payment for traffic control services shall be provided on an hourly basis. Hourly rate shall include all, labor, materials, supplies, and equipment (including 2 way radios) necessary for flagging services. The Authority will reimburse Contractor, at cost, for the following items:

- traffic control plan fees paid to applicable governmental agency
- pre-approved rental equipment

EXHIBIT B

SCHEDULE OF CHARGES

Contractor will invoice Authority on a monthly cycle. Contractor will include with each invoice a detailed progress report that indicates the amount of budget spent on each task and the percent complete for each task. Contractor will inform Authority regarding any out-of-scope work prior to that work being performed by Contractor. This is a time-and-materials contract.

EXHIBIT C
INSURANCE CERTIFICATES

Sweetwater Authority Vendor Profile Form

Email completed form to Purchasing@sweetwater.org

New:

Name Change:

Vendor

Business/Vendor Name:

Phone Number:

Address:

Suite Number:

City:

State:

Zip Code:

Web Site Address:

Type of Business:

Remittance Address

Street Address

City, State

Zip Code:

Representative Contact

Name:

Job Title:

Phone Number:

E-mail Address:

Accounting Contact

Name:

Job Title:

Phone Number:

E-mail Address:

Vendor Products and Services

Products to be Purchased	Services to be rendered

Required:

Material Safety Data Sheet (MSDS)

Prior to the purchase of certain materials, the Project Manager will obtain the Material Safety Data Sheet (MSDS) from the vendor and review this with the Safety Department for approval. Refer to the Sweetwater Authority Safety Manual for further details.

Certificate of Insurance

Prior to performing services for Sweetwater Authority, the Authority must have current Certificates of Insurance on file for all companies, contractors, and consultants. Check box above if Insurance Certificate is required.

Email completed form to Purchasing@sweetwater.org

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number						
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Employer identification number						
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.