

ON-CALL MAINTENANCE AND REPAIR SERVICES AGREEMENT
[On-Call Traffic Signal Services: Loop Detector Installation
and Replacement; SP-4272 (Bid No. 23-24.16)]

THIS MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this ____ day of _____, 2023 by and between the CITY OF ORANGE, a municipal corporation (“City”) and SMITHSON ELECTRIC, INC., a California corporation (“Contractor”), who agree as follows.

1. Services. Subject to the terms and conditions set forth in this Agreement and on an on-call basis, as further described herein, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by this reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow the highest professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Jimmy Rocha, Traffic Operations Superintendent (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Total Compensation, Annual Compensation and Fee Schedule.

a. It is understood that services described in the Scope of Work will be provided on an on-call and as-needed basis, determined at the sole discretion of the City. City neither warrants nor guarantees any minimum or maximum compensation paid to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement. However, Contractor’s total compensation for all services that may be performed under this Agreement, during the Initial Term, as defined in Section 2.1.a, shall not exceed SIXTY THOUSAND DOLLARS and 00/100 (\$60,000.00) without the prior written authorization of the City.

b. The compensation for services performed under this Agreement shall be paid for hourly costs, time and materials, or per unit price as specified in Exhibit “B.”

c. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto and equipment rental, and all related expenses.

2.1. Term and Extension(s).

a. The Initial Term of this Agreement is two (2) years (the “Initial Term”), commencing November 28, 2023, and expiring on November 27, 2025 (the “Expiration Date”); provided, however, that City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

(1) First Extension (the “First Extension Term”) commencing November 28, 2025, and terminating November 27, 2026, shall be an additional amount not to exceed THIRTY THOUSAND DOLLARS and 00/100 (\$30,000.00) to be added to the Agreement, for a total compensation of NINETY THOUSAND DOLLARS and 00/100 (\$90,000.00) without the prior written authorization of City;

(2) Second Extension (the “Second Extension Term”) commencing November 28, 2026, and terminating November 27, 2027, shall be an additional amount not to exceed THIRTY THOUSAND DOLLARS and 00/100 (\$30,000.00) to be added to the Agreement, for a total compensation of ONE HUNDRED TWENTY THOUSAND DOLLARS and 00/100 (\$120,000.00) without the prior written authorization of City;

(3) Third Extension (the “Third Extension Term”) commencing November 28, 2027, and terminating November 27, 2028, shall be an additional amount not to exceed THIRTY THOUSAND DOLLARS and 00/100 (\$30,000.00) to be added to the Agreement, for a total compensation of ONE HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$150,000.00) without the prior written authorization of City.

b. The City Manager is hereby authorized on behalf of City to give written notice to Contractor of City’s intention to exercise each Extension Term (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City’s notice of its intention to extend the term of this Agreement for each Extension Term shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension Term as part of its annual budget approval process prior to the beginning of each Extension Term. While the parties acknowledge that City is required to give its notice of intention to extend the term of this Agreement no later than thirty (30) days prior to the Expiration Date of the then-current term, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension Term in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension Term, this Agreement shall terminate and be of no further force and effect as of the expiration of the then-current term. Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension Term and City receives notice that appropriation of funds for the Extension Term in question are not available after Contractor has performed services under the Extension Term, City agrees that Contractor will be equitably compensated for all services performed under any portion of an Extension Term through the date of termination of the Agreement. Except as specifically set forth herein, the terms and conditions of each Extension Term will be the same as the Initial Term.

c. Any Extension Term, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension Term and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension Term.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any authorized extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, and adjustment of the compensation to be paid by City to Contractor.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited

to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not 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, to bind City to any obligation whatsoever.

8. **Designated Persons.** Except as otherwise authorized by City's Project Manager, only the employees of Contractor shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or designee.

10. **Term.** The term of this Agreement shall be for two (2) years, commencing on November 28, 2023, and ending on November 27, 2025.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Reserved.**

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions 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. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Reserved.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Two Million Dollars (\$2,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

f. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

g. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

h. All insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

i. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

j. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

k. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with Laws/Background.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. The work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers and shall comply with all statutory requirements thereunder. Statutory provisions for penalties for failure to comply with prevailing wage laws will be enforced. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Agreement, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

e. Contractor shall require all subcontractors to make the same representations and warranties as set forth herein.

f. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

g. All personnel performing any services to City under this Agreement shall possess sufficient experience and security records to perform the work at public facilities. Contractor shall conduct and complete, to City's satisfaction, sufficient background checks to ensure no personnel performing services under this Agreement is listed on the National Sex Offender Public Registry ("NSOPR"). Contractor shall monitor personnel security records to ensure no existing or new employees performing services under this Agreement are added to the NSOPR or convicted of any crimes that would disqualify them from adhering to conduct conducive to public safety.

h. All costs associated with the documentation and verification required herein shall be borne by Contractor. Contractor shall require all subcontractors to provide the same documentation and verification when hired to perform services under this Agreement. City has the right, in its sole and absolute discretion, to reject any employee of Contractor assigned to perform services for City, with or without cause, at the time of such assignment or at any time thereafter, and Contractor shall remove that employee from providing services to City to the extent permitted by law and any applicable collective bargaining agreement. City's rights under this Article shall not be exercised in an arbitrary or capricious manner, or with the intent of forcing a termination of this Agreement.

i. Contractor agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or

within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Smithson Electric, Inc.
1938 E Katella Avenue
Orange, CA 92867-5109
Attn.: Chris Zell

Telephone: (714) 681-3144
E-Mail: chris@smithsonelectric.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Larry Tay

Telephone: (714) 744-5534
E-Mail: ltay@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

SMITHSON ELECTRIC, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Melissa M Crosthwaite
Senior Assistant City Attorney

***NOTE:** The City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

√

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]



REQUEST FOR PROPOSAL
for
ON-CALL TRAFFIC SIGNAL SERVICES: LOOP
DETECTOR INSTALLATION AND REPLACEMENT

RFP 23-24.16

Request for Clarifications Due: October 26, 2023 by 2:00 p.m.

Proposals Due: November 2, 2023 by 2:00 p.m.

Table of Contents

REQUEST FOR PROPOSAL FOR ON-CALL TRAFFIC SIGNAL SERVICES: LOOP DETECTOR INSTALLATION AND REPLACEMENT	1
INTRODUCTION.....	1
SCOPE OF WORK.....	1
RESPONSIBILITIES OF THE CONTRACTOR.....	2
PROPOSAL SUBMITTAL	4
PROPOSAL SCHEDULE OF EVENTS	4
REQUEST FOR CLARIFICATIONS	4
MAIN PROPOSAL REQUIREMENTS	4
FEE PROPOSAL REQUIREMENTS	5
PROPOSAL PREPARATION EXPENSES.....	6
CITY’S RESERVATION OF RIGHTS.....	6
COMPENSATION.....	6
PROPOSAL SUBMITTAL INSTRUCTIONS	7
SELECTION CRITERIA	8
PROPOSAL EVALUATION.....	8
SELECTION PROCEDURE.....	9
GENERAL INFORMATION.....	9
AWARD OF AGREEMENT	9
IMPLEMENTATION.....	9
ATTACHMENTS	
Attachment A: Insurance Checklist	
Attachment B: Special Provisions	
Attachment C: Referenced Standard Details	
Attachment D: Sample Agreement	
Attachment E: Fee Proposal Documents	
Non-Collusion Affidavit	P-1
Nonlobbying Certification.....	P-2
Nondiscrimination Certification	P-3
Contractor’s Licensing and Registration Statement.....	P-5
Prevailing Wage Compliance and Monitoring Statement.....	P-6
Ownership Affidavit	P-7
List of Subcontractors	P-8
References.....	P-9
Apprenticeship Requirement Statement.....	P-11
“Anti-Kickback” Requirement Statement	P-12
Public Contract Code Questionnaires.....	P-13
Proposers Certification and Proposal Item Pricing “Fee Proposal”	P-14

REQUEST FOR PROPOSAL FOR ON-CALL TRAFFIC SIGNAL SERVICES: LOOP DETECTOR INSTALLATION AND REPLACEMENT

INTRODUCTION

The City of Orange is requesting proposals from qualified electrical contractors for traffic signal vehicle detection repair services on an on-call/ as-needed basis for a period of two (2) years, with the option for the City to grant up to three (3) one (1)-year renewals.

The City of Orange maintains a total of 157 traffic signals; of these, 14 intersections rely on video detection, 19 intersections have a combination of vehicle detection and advance loop detection, and the remaining 124 solely utilize loop detection. The City is looking for responsive and responsible contractors that will be committed to providing the best level of service in installing traffic signal inductive loop detectors and associated tasks.

Prospective contractors are requested to read all sections of this proposal carefully. Proposers should note critical items such as minimum requirements, scope of services, proposal submittal dates and formats, and submittal instructions. Only the Request for Proposal document (RFP) received directly from the City shall be considered official, as the City must track RFP holders in the event an addendum is issued. Prospective contractors may email Elizabeth Aragonez, earagonez@cityoforange.org, Administrative Assistant at the City of Orange, requesting to be added to the Proposer List. Any addendum issued will be provided to prospective contractors on the Proposer List.

SCOPE OF WORK

1) Scope of Work

The scope of work generally consists of on-call traffic signal inductive loop detector services. This includes installation of or removal of existing and replacement of traffic signal inductive loop detectors and conduit, testing, and traffic control. Majority of the work is anticipated for field equipment repairs. Scope of work shall include but is not limited to:

- Removal of existing traffic signal inductive loop detectors, splicing, procurement/ installation of new Type “E” (presence/ advance) or Type “E” Modified (bicycle presence) loop detectors, and conduit stub out and upgrading as necessary.
- Testing of loop detectors consistent with Special Provisions
- Miscellaneous tasks related to traffic signal inductive loop detectors, as directed by City Staff.
- The Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services, and materials to perform all work.
- The Contractor may utilize subcontractors and/ or manufacturers with specific expertise to provide the needed services.
- Work to be done shall be determined per the attached Fee Proposal rates.

2) Working Hours

The Contractor’s activities shall be confined to the following hours:

Normal working hours are from 7:00 a.m. to 4:00 p.m. for local streets and from 8:30 a.m. to 3:30 p.m. for arterial streets, Monday through Friday, excluding all City observed holidays. No

work will be permitted outside the specified working hours except under extraordinary circumstances and with prior approval of the City Traffic Engineer.

The Contractor shall not start, operate, move, or work on any equipment prior to 7:00 a.m.

3) City Responsibilities

The City will provide as-built plans and any other material related to the traffic signal inductive loop detectors to facilitate the repair work.

RESPONSIBILITIES OF THE CONTRACTOR

1) Licenses

The Contractor must possess or obtain a valid California Class C-10 Electrical Contractor license prior to the scheduled award date of this contract.

2) Service Personnel

The Contractor shall provide qualified service personnel or subcontractor to replace and install traffic signal loop detectors as described. Personnel shall have at least one (1) year of experience replacing and installing traffic signal loop detectors.

The Contractor shall include the personnel's qualifications in the proposal. The City will notify the Contractor in the City's sole opinion if any personnel proposed are not qualified to work on these systems. Within thirty (30) days after the City makes the determination, the Contractor shall hire qualified subcontractor(s) specialized in the respective scope of work without any additional compensation from the City.

3) Equipment

The Contractor shall have access to a traffic loop saw capable of making circular cuts and shall furnish all necessary tools and equipment necessary to perform the work.

4) DIR Registration

On-call public work tasks completed as part of this RFP and proposal(s) submitted shall be subject to the following: No contractor or subcontractor may be listed on a project for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Any subsequent work that follows from this RFP is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

5) Prevailing Wage Compliance and Monitoring

Contractor shall be aware of the requirements of the California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as

defined by Prevailing Wage Laws and since the total compensations is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

Contractor shall be in compliance with the Prevailing Wages and requirements effective the due date of this proposal submittal and shall pay prevailing rates of per diem wages according to state law at all times throughout the term of any future agreement with the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the job site. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6) Safety Program Requirements

The Proposer shall be solely responsible for ensuring that all work performed under the contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe construction site.

The following is also required in addition to being in compliance with the above and related latest editions (unless otherwise noted) of the standard specifications and/ or plans in the City of Orange "Orangebook," APWA "Greenbook (2018 Edition)," CA MUTCD, CALTRANS Standard Plans and Standard Specifications, CALTRANS Highway Design and Traffic Manuals.



SMITHSON ELECTRIC, INC.
1938 E KATELLA AVENUE
ORANGE, CA 92867-5109
(714) 997-9556 • (714) 997-9559
State Lic. No. 614518 • DIR Reg. No. 1000001610

Tuesday, October 31, 2023

City of Orange
300 E Chapman Avenue
Orange, CA 92866

Re: **RFP 23-24. 16 On-Call Loop Detector Installation and Replacement**

Reducing traffic congestion and facilitating a safe flow of traffic is vital to any city. Because of this, the City of Orange requires working traffic loop detectors. As a project that encompasses every corner of the City of Orange, you require a vendor who can complete traffic loop installation and replacement on-time and within budget for the ongoing safety and comfort of your residents.

With over 30 years of experience in the traffic loop detector industry, Smithson Electric, Inc. brings the necessary experience to ensure the success of this project.

Why Smithson Electric, Inc.

In addition to our 30-plus years of expertise, there are a few key reasons why the City of Orange will benefit from working with Smithson Electric, Inc.

● **Local**

Smithson Electric, Inc. is headquartered in the City of Orange. Making it easy for us to attend to any installation and/or repair requests in a timely manner.

● **Experience**

Smithson Electric, Inc. has held traffic loop detector maintenance contracts with several local cities and public works departments. From small annual projects to large multi-year projects.

In working with Smithson Electric, Inc., the City of Orange can rest assured that you are receiving a top-quality product/installation from our qualified staff. Our history of completing similar projects both within your city and around Southern California, speaks to our expertise, integrity, and attention to quality. We look forward to supporting the City of Orange in this project.

Chris Zell

Vice President

Smithson Electric, Inc.

Phone: 714.681.3144 | email: chris@smithsonelectric.com



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SMITHSON ELECTRIC, INC. – PROPSAL FOR RFP 23-24. 16 On-Call Loop Detector Installation and Replacement

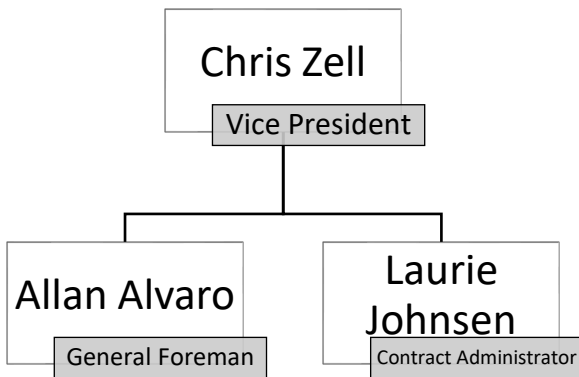
Table of Contents

Organizational chart of key staff	1
Outline of key staff.....	1
Project Understanding and Approach	2
Relevant Experience and Qualifications	2
Service Availability	2
Appendices	3
Resumes of Key Staff.....	3
Fee Proposal Documents	7



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Smithson Electric, Inc. organizational chart of key staff for above referenced project



Smithson Electric, Inc. Outline of key staff for above referenced project

Chris Zell, Vice President

Oversees all field/project operations

Allan Alvaro, General Foreman

Manages all field personnel on project. Attends pre-con meetings with city officials and engineers as needed throughout duration of project.

Laurie Johnsen, Contract Administrator

Manages office operations for project. This includes contract administration, insurance compliance, payroll and billing.



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Project Understanding and Approach

Replace all traffic loop detectors that are assigned to be installed or replaced by the City of Orange.

Smithson Electric, Inc.'s approach will be as follows: after receiving traffic loop detector assignment from the City of Orange's traffic department, we will work with the city to schedule work to be performed. After completion of assigned work, Smithson Electric, Inc. will notify city of said completion.

Relevant Experience and Qualifications

Smithson Electric, Inc. has held multiple traffic loop detector maintenance contracts with several local cities and public works departments. In addition, we have worked with over 150 contractors and municipalities to install traffic loop detectors. We utilize four (4) 3-4 man crews each day.

Smithson Electric, Inc. specializes in traffic loop detector installation. Over 50% of our field staff have been employed by Smithson Electric, Inc. for over 10 years. As mentioned above, we have worked with numerous public works entities and are confident that we can fulfill the proposed contract with efficient and quality work.

Service Availability

Our turn-around time for assigned traffic loop detector locations will be to complete requests within 2 weeks of the date of request. Depending on schedule availability, emergency request availability will be assessed on an as-needed basis.

EXHIBIT “B”

COMPENSATION FOR SERVICES

[Beneath this sheet.]

Non-Collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF ORANGE – DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature: _____

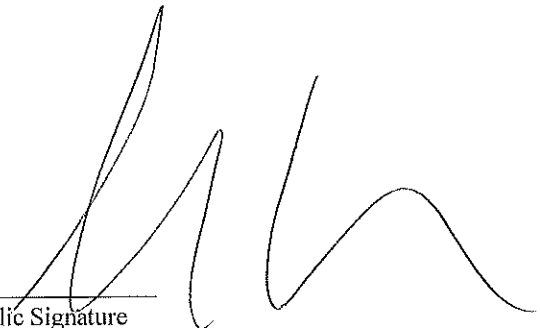


State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 1 day of November, 2023 by
Christopher L. Belle proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

**SEE ATTACHED
NOTARIZED DOCUMENT**

Notary Public Signature



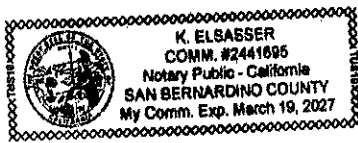
Notary Public Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 1
day of November, 2023, by Christopher L Bell

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Christopher L. Bell", written over a horizontal line.

Document: Non-Collusion Affidavit

**SEE ATTACHED
NOTARIZED DOCUMENT**

Nonlobbying Certification

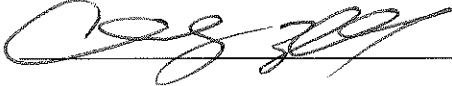
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities."

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

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

Name of Contractor: Smithson Electric, Inc.

Signature: 

Title: Vice President

Date: 10/31/2023


Nondiscrimination Certification

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regards to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be cancelled, terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph one (1) and the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.
8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except

as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Name of Contractor: Smithson Electric, Inc.
Signature: 
Title: Vice President
Date: 10/31/2023

Contractor's Licensing and Registration Statement

The undersigned Contractor, or corporate officer, declares under penalty of perjury that he/she and all his/her subcontractors are registered with the State of California Department of Industrial Relations (DIR), and that the following is true and correct:

Name of Contractor: Smithson Electric, Inc.

Business Address: 1938 E Katella Avenue, Orange, CA 92867

Business Email Address: chris@smithsonelectric.com


Telephone No.: 714-681-3144

State Contractor's License No. and Class: 614518, C-10

License Expiration Date: 03/31/2025

DIR Registration No.: 1000001610

DIR Expiration Date: 06/30/2025

Signature: 

Title: Vice President

Date: 10/31/2023

Prevailing Wage Compliance and Monitoring Statement

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., as well as California Code of Regulations, Title 8, Section 16,000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

The undersigned certifies that the foregoing is true and correct.

Name of Contractor: Smithson Electric, Inc.

Signature:  _____

Title: Vice President

Date: 10/31/2023

Ownership Affidavit

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF ORANGE)

_____, being duly sworn, deposes and says:

INDIVIDUAL That he/she is the party making the foregoing proposal:

PARTNERSHIP That he/she is a member of the co-partnership firm designated as:

And who has been and is duly vested with the authority to make and execute instruments for the co-partnership by:

who constitute the other members of the co-partnership.

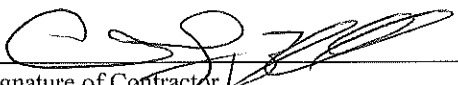
CORPORATION That he/she is of:

a corporation which is making the foregoing proposal:

JOINT VENTURE That he/she is of:

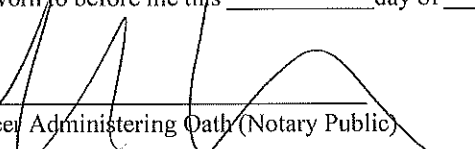
one of the parties making the foregoing proposal as a joint venture, and that he/she has been and is duly vested with the authority to execute instruments for and on behalf of the parties making said bid who are:

that such a bid is genuine and not collusive or sham, and has not in any manner sought by collusion to secure any advantage against the City of Orange or any person interested in the proposed contract, for himself or any other person.



Signature of Contractor

Subscribed and sworn to before me this 1 day of November 2023.



Signature of Officer Administering Oath (Notary Public)

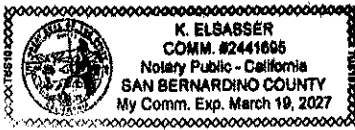
**SEE ATTACHED
NOTARIZED DOCUMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 1
day of November, 2023, by Christopher L
Ben

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Christopher L Ben", written over a horizontal line.

Document: Ownership Affidavit

**SEE ATTACHED
NOTARIZED DOCUMENT**

List of Subcontractors

Section 4100 et. seq. of the Public Contract Code requires listing of all subcontractors with the proposal/bid for all subcontract work exceeding the following amount:

Streets, highways, including bridge projects: 1/2% of the bid or \$10,000, whichever is greater
Buildings, parks, or other projects: 1/2% of the bid


Section 1725.5 of the Public Contract Code requires all Subcontractors be registered with the Department of Industrial Relations (DIR)

Contractor proposes to subcontract certain portions of the work to the firms listed below:

Name _____ License # / Exp. _____ DIR # / Exp. _____ Location _____ Phone _____ Type of Work _____ Amount \$ _____	Name _____ License # / Exp. _____ DIR # / Exp. _____ Location _____ Phone _____ Type of Work _____ Amount \$ _____
--	--

Name _____ License # / Exp. _____ DIR # / Exp. _____ Location _____ Phone _____ Type of Work _____ Amount \$ _____	Name _____ License # / Exp. _____ DIR # / Exp. _____ Location _____ Phone _____ Type of Work _____ Amount \$ _____
--	--

Name _____ License # / Exp. _____ DIR # / Exp. _____ Location _____ Phone _____ Type of Work _____ Amount \$ _____	Name _____ License # / Exp. _____ DIR # / Exp. _____ Location _____ Phone _____ Type of Work _____ Amount \$ _____
--	--



 Signature of Contractor

References

The following are the names, addresses, and telephone numbers for **THREE (3)** public agencies for which the Contractor has performed similar work within the past three (3) years:

1. City of Los Angeles
Name and Address of Owner
William Flinn, 213-332-1650, william.flinn@lacity.org
Name, Telephone, and Email of Person familiar with project

<u>\$500,000.00/as needed</u>	<u>On Call Traffic Loop Maintenance</u>	<u>On-Going</u>
Contract Amount	Type of Work	Date Completed

2. City of Long Beach
Name and Address of Owner
Mark Roberts, (562) 413-1701, Mark.Roberts@longbeach.gov
Name, Telephone, and Email of Person familiar with project

<u>NTE \$25,000</u>	<u>On Call Traffic Loop Maintenance</u>	<u>On-Going</u>
Contract Amount	Type of Work	Date Completed

3. City of Riverside
Name and Address of Owner
Greg Parks, (951) 534-2899, gparks@riversideca.gov
Name, Telephone, and Email of Person familiar with project

<u>NTE \$15,000</u>	<u>On Call Traffic Loop Maintenance</u>	<u>On-Going</u>
Contract Amount	Type of Work	Date Completed

The following are the names, addresses, email addresses, and telephone numbers of all brokers and sureties from whom Contractor intends to procure insurance and bonds.

HUB International Insurance Services Inc.
3390 University Avenue #300, Riverside, CA 92501, Gail Schrenk (951) 779-8763

References

The following are the names, addresses, and telephone numbers for **THREE (3)** public agencies for which the **Subcontractor** has performed similar work in the past five (5) years:

1.	Name and Address of Owner			
	Name, Telephone, and Email of Person familiar with project			
	<table border="0" style="width: 100%;"><tr><td style="width: 33%; border-bottom: 1px solid black; text-align: center;">Contract Amount</td><td style="width: 33%; border-bottom: 1px solid black; text-align: center;">Type of Work</td><td style="width: 33%; border-bottom: 1px solid black; text-align: center;">Date Completed</td></tr></table>	Contract Amount	Type of Work	Date Completed
Contract Amount	Type of Work	Date Completed		
2.	Name and Address of Owner			
	Name, Telephone, and Email of Person familiar with project			
	<table border="0" style="width: 100%;"><tr><td style="width: 33%; border-bottom: 1px solid black; text-align: center;">Contract Amount</td><td style="width: 33%; border-bottom: 1px solid black; text-align: center;">Type of Work</td><td style="width: 33%; border-bottom: 1px solid black; text-align: center;">Date Completed</td></tr></table>	Contract Amount	Type of Work	Date Completed
Contract Amount	Type of Work	Date Completed		
3.	Name and Address of Owner			
	Name, Telephone, and Email of Person familiar with project			
	<table border="0" style="width: 100%;"><tr><td style="width: 33%; border-bottom: 1px solid black; text-align: center;">Contract Amount</td><td style="width: 33%; border-bottom: 1px solid black; text-align: center;">Type of Work</td><td style="width: 33%; border-bottom: 1px solid black; text-align: center;">Date Completed</td></tr></table>	Contract Amount	Type of Work	Date Completed
Contract Amount	Type of Work	Date Completed		

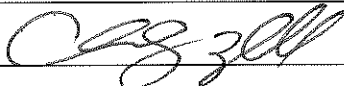
The following are the names, addresses, email addresses, and telephone numbers of all brokers and sureties from whom Contractor intends to procure insurance and bonds.

Apprenticeship Requirement Statement

The undersigned Contractor is familiar with the requirements of Section 1777.5 of the State Labor Code regarding employment of apprentices, and understands that contractors on contracts exceeding \$30,000 or 20 working days shall:

1. Apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.
2. Employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards.
3. Contribute to the fund or funds in each craft or trade in which he/she employes journeymen or apprentices on the public work, in the same amount or upon the same basis and in the same manner as the other contractors, except contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

Name of Contractor: Smithson Electric, Inc.

Signature: 


Title: Vice President

Date: 10/31/2023

“Anti-Kickback” Requirement Statement

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland “Anti-Kickback” Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Name of Contractor: Smithson Electric, Inc.

Signature: 

Title: Vice President

Date: 10/31/2023

Public Contract Code Section 10285.1 Questionnaire

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Contractor shall complete, under penalty of perjury, the following questionnaire:

Has the Contractor, subcontractor at any tier, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, within the preceding three-year period, been convicted by a court of competent jurisdiction of 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, performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including the Regents of the University of California or the Trustees of the California State University?

Yes _____ No _____

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



Public Contract Code Section 10162 Questionnaire

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

Has the Contractor, any officer of the Contractor's organization, or any employee of the Contractor's Company who has a proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from proposing/bidding on, or completing a federal, state, or local government project because of 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 Questionnaire

In conformance with Public Contract Code Section 10232, the Contractor shall complete, under penalty of perjury, the following questionnaire:

Has the Contractor had no more than one final unappealable finding of contempt of court by a federal court issued against itself within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board?

Yes _____ No _____

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

Proposers Certification and Proposal Item Pricing “Fee Proposal”

City of Orange Request for Proposal for

On-Call Traffic Signal Services: Loop Detector Installation and Replacement RFP 23-24.16

Certification:

I certify that I have read, understand, and agree to the terms and conditions of this Request for Proposal. I have examined the scope of work and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitations that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions, or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Pricing:

Pricing shall be based on the indicated unit price and the scope of services outlined within the attached Special Provisions. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the Contractor only after discussed and authorized by the City Project Manager or designee in writing.

Item	Description	Quantity	Unit Price
1.	Type “E” Detector Loop per Caltrans Std. ES-5A and ES-5B	1	\$ 1,800.00 /loop
2.		2	\$ 1,200.00 /loop
3.		3 - 4	\$ 900.00 /loop
4.		5 - 8	\$ 750.00 /loop
5.		9 - 12	\$ 600.00 /loop
6.		13+	\$ 475.00 /loop
7.	Type “E” Modified Detector Loop per City of San Diego Std. SDE-104	1	\$ 1,825.00 /loop
8.		2	\$ 1,225.00 /loop
9.		3 - 4	\$ 925.00 /loop
10.		5 - 8	\$ 775.00 /loop
11.		9 - 12	\$ 625.00 /loop
12.		13+	\$ 500.00 /loop

Smithson Electric, Inc.
LEGAL NAME OF COMPANY

(714) 997-9556
PHONE AND FAX NUMBER

1938 E Katella Avenue, Orange, CA 92867
BUSINESS ADDRESS

Christopher L. Zell
PRINTED NAME OF AUTHORIZED AGENT

Vice President
TITLE


SIGNATURE OF AUTHORIZED AGENT

10/31/2023
DATE

chris@smithsonelectric.com
EMAIL ADDRESS

33-0447874
FEDERAL IDENTIFICATION NUMBER
(IF APPLICABLE)

614518, C-10
CONTRACTOR LICENSE NUMBER
(IF APPLICABLE)