



**REQUEST FOR PROPOSALS (RFP)**  
**Letter of Invitation for**  
**Call Box Maintenance and Improvements**

March 22, 2012

Dear Contractor:

The Santa Cruz County Regional Transportation Commission Service Authority for Freeways and Emergencies (RTC SAFE) invites your firm to submit a proposal for:

**Call Box Maintenance and Improvements**

RTC SAFE is soliciting proposals for a contractor to provide maintenance, repairs, and other related field services to its call box system, for a five year period beginning July 1, 2012, and ending June 30, 2017 with options to renew for up to five additional years.

This letter, along with its enclosures, comprises the Request for Proposal (RFP) for this project. The RTC SAFE reserves the right to amend the RFP by addendum before the final proposal submittal date. This RFP and addenda will be posted on the RTC SAFE website (<http://SCCRTC.org/about/opportunities/rfp/>). Responses should be submitted in accordance with the instructions set forth in this RFP. It is the proposer's responsibility to check for addenda to this RFP and comply with new or revised requirements that may be stated herein.

**Proposal Due Date**

Interested firms must submit one (1) unbound reproducible original and four (4) paper copies in a sealed envelope labeled "Call Box Maintenance and Improvements Proposal" **no later than 5:00 pm, Pacific Standard Time, Thursday, May 3, 2012**. Proposals received after the date and time specified above will not be considered. All proposals must be completed and submitted as discussed in **Section I - Proposal Requirements** in order to be considered.

Proposers not complying with the proposal requirements are at risk of being found non-responsive. A submitted proposal shall be considered firm offers to enter into a contract, as described in this RFP for a period of one hundred fifty (150) days from the time of submittal.

**Project Description**

The RTC SAFE, is a public agency created under California law, pursuant to California Streets and Highways Code § 2550 *et seq.* to install, maintain and operate a motorist aid

call box system in Santa Cruz County. The Santa Cruz County call box program provides a system of 122 call boxes allowing motorists to request roadside assistance along the following routes: State Route 1, 9, 17, 129, and 152. The call boxes are directly linked to a call answering center, currently CDS Net, where live operators dispatch the calls to the California Highway Patrol, tow truck operators, and/or emergency services.

The system of call boxes requires year-round maintenance, repairs, and other related fieldwork to ensure proper functioning and appearance. The exact number of call boxes and the exact number of repairs and maintenance visits may vary each month by location, season, and other variables. The call boxes are also required to meet American Disability Act (ADA) guidelines. A detailed description of the services to be provided under this RFP is set forth in **Attachment A – Scope of Work** and elsewhere in the contract documents.

All proposers shall carefully and completely examine the site of the work contemplated, and the documents therefore and perform all tests and inspections necessary to inform proposer of all conditions that may be encountered, the character, quality and scope of work to be performed, and the quantities of materials to be furnished. The submission of a proposal shall be conclusive evidence that the proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the contract documents.

### **RTC SAFE Point of Contact**

Proposals and inquiries relating to this RFP shall be submitted to:

Ginger Dykaar, SAFE Program Manager  
Santa Cruz County Regional Transportation Commission  
1523 Pacific Ave., Santa Cruz, CA 95060  
831-460-3200 ~ [gdykaar@scrtc.org](mailto:gdykaar@scrtc.org)

Email inquiries relating to this RFP should include "Call Box Maintenance and Improvements" in the subject header.

### **Proposal Evaluation**

A contract award, if any, will be made to the responsible firm that presents a proposal that, in the opinion of the RTC SAFE, is the most advantageous to the RTC SAFE Call Box Program. Proposals from proposers who meet the minimum qualifications as set out in **Section II – Evaluation and Award** will be evaluated by RTC Staff based on the evaluation criteria as specified in **Section II – Evaluation and Award**.

### **Proposer's Conference, Requests for Clarification or Exceptions, Addenda**

**A proposer's conference will be held on Friday, April 6, 2012 at 2:00 pm** in the RTC SAFE Conference Room, 1523 Pacific Ave, Santa Cruz. Participation will also be available by conference call. Written requests for clarification or exception to RFP provisions must be received no later than the Proposer's Conference to guarantee consideration. Please contact us to let us know if you plan to attend the meeting in person or by phone by 12:00 pm on Thursday, April 5, 2012 by contacting the SAFE Program

Manager listed above. Responses to questions concerning this RFP posed during or prior to the Proposer's Conference will be provided to companies who participated in the conference or submitted questions and will be posted on the website <http://sccrtc.org/about/opportunities/rfp/>).

**Tentative Selection Schedule**

March 22, 2012	Distribute request for proposals
April 6, 2012; 2:00 pm	Proposer's Conference (Requests for clarifications and exceptions must be received no later than the end of the Proposer's Conference.)
May 3, 2012; 5:00 pm	Closing date & time for receipt of proposals
June 7, 2012	RTC SAFE consideration of recommendation for award
July 1, 2012	Execution of Contract

**General Conditions**

RTC SAFE will not reimburse any proposer for costs related to preparing and submitting a proposal. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.

RTC SAFE reserves the right, in its sole discretion, not to enter into a contract as a result of this RFP. Any award will be to the contractor whose proposal is most advantageous to RTC SAFE based on the evaluation criteria outlined above.

Any proposals received prior to the due date and time specified above may be withdrawn or modified by written request of the proposer. To be considered, however, the modified proposal must be received by the proposal due date and time specified above.

For your reference, a copy of RTC SAFE's standard contract provisions is enclosed as **Attachment B – Proposed Contract**. If a proposer wishes to recommend a change to any standard RTC SAFE contract provision, the provision and any proposed alternative language must be requested prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the proposer will be deemed to accept RTC SAFE's standard contract provisions.

Work required by this contract is considered "public works", therefore, pursuant to Section 1700, and following, of the California Labor Code, the contractor shall pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Santa Cruz County Regional Transportation Commission, 1523 Pacific Avenue, Santa Cruz, California CA 95060. A copy of the prevailing wage rates may also be available on the California Department of Labor website (<http://www.dir.ca.gov/dlsr/PWD/index.htm>). Those copies shall be made available to any interested party upon request. The contractor shall forfeit, as penalty to RTC SAFE, Fifty

Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

The contractor shall post a copy of the general prevailing rates per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein. The contractor shall also keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California and these contract documents.

After award of the contract, if any, the contractor shall be required to furnish faithful performance and payment bonds as required by the contract documents.

The work contemplated by this contract requires a State of California, Department of Consumer Affairs, "A" or "B" classification license.

Faithful Performance Bond and Payment Bond in the amount of 100% of the contract price are required.

Invoices for Time and Materials Costs for Call Box Site Improvements and any other projects that are based on Time and Materials will be paid minus a 5% retention. All retained funds will be released to the contractor upon project completion. The contractor shall be permitted to substitute designated securities for any moneys withheld by RTC SAFE to insure contractor's performance of the contract. This right of substitution shall be exercised in the manner and subject to the conditions specified in the contract. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account.

**AUTHORITY TO COMMIT RTC SAFE**

Based on the findings of the RTC Staff, the Executive Director of the RTC SAFE will recommend a contractor to the RTC SAFE. Upon approval by the RTC SAFE, the Executive Director will be authorized to enter into a contract with the selected contractor.

Thank you for your participation.

Sincerely,  
  
George Dondero  
Executive Director

Enclosures: Request for Proposals for Call Box Maintenance and Improvements

**REQUEST FOR PROPOSALS**

**by**

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION**

**for**

**CALL BOX MAINTENANCE AND IMPROVEMENTS**

March 22, 2012

1523 Pacific Ave  
Santa Cruz, CA 95060



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## **I. PROPOSAL REQUIREMENTS**

Proposers must include in their proposal the sections that are described below. Proposals not complying with these provisions may be considered non-responsive.

In keeping with RTC SAFE's resource conservation policy, proposers are asked to print proposals double-sided and are encouraged to use recycled paper with no plastic inserts for all proposals and reports. Covers and binding are not required, however, if provided they should be of recyclable material.

The suggested page limit for proposals is 30 pages not counting attachments. Proposal content and completeness are important.

**The following information must be included in the proposal in the order listed:**

1. Transmittal Letter: a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFP by title and date and should include the name and telephone number of a contact person and a statement that the proposal is a firm offer to enter into a contract with RTC SAFE according to the terms of this RFP for one hundred and fifty (150) days following its submission.
2. Firm Qualifications: a company profile and summary of the firm's qualifications in relation to this project, addressing each of the minimum qualifications listed in section II and other desirable experience and expertise. The company profile should specify the firm size and number of staff available to perform call box maintenance work.
3. Firm's Financial Condition: a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede contractor's ability to perform call box maintenance work.
4. Work Plan: a summary of the consultant's proposed approach including an explanation of how the consultant proposes to accomplish the tasks outlined in the Scope of Work.
5. Schedule: a project schedule, identifying project milestones and key dates.
6. Key Personnel, Qualifications and Assignments: summary of the lead and technical staff and any sub consultants proposed for the project, their qualifications and assignments. A chart representing the proposed organizational structure shall be provided

7. Relevant Experience: descriptions of the work performed on relevant, recent projects by the lead staff person and technical staff proposed for this project. Descriptions should be no longer than two paragraphs per project and identify the client, purpose, size, technologies used, year of completion, total project budget and the names of contractor staff proposed for this solicitation who worked on the referenced projects.
8. References (Attachment C - Form C-1): three (3) references who can attest to the consultant's experience in performing work substantially similar to the services covered by this RFP. Include company name, point of contact, email addresses, telephone, and fax number for three projects similar to work described in this RFP. Letters of endorsements may be included as an appendix.
9. Price Proposal: proposers shall submit proposed pricing to provide services described in Attachment A, Scope of Work. The proposer shall furnish any narrative required to explain the prices quoted. The price proposal shall include all costs of labor, materials, equipment, tools, machinery, utilities, transportation, license or permit fees, overhead, and profit and all other services necessary for proper execution and completion of the work. The price proposal shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.
10. Insurance Requirements: The contractor must fully comply with the insurance requirements as listed in proposed contract (Attachment B). The contractor that is awarded the contract must provide the required insurance certifications to RTC SAFE within five (5) business days of notice of award and if they cannot, RTC SAFE, at its sole option may deem that proposer unresponsive and move the award to the next qualified proposer.
11. Subcontractors (Attachment C - Form C-2): Proposers shall list all subcontractors as required by the Subcontractor List and Public Contract Code section 4100, et seq. Proposers shall be held responsible for all work performed by all subcontractors.
12. Additional Information: information considered by proposers to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. This appendix should be relevant and brief and a total of 2 pages maximum.
13. Exceptions and Deviations: Proposers wishing to propose alternative approaches to meeting the agency's technical or contractual requirements, should thoroughly explain their reasoning, note as to whether they are "technical" or "contractual" exceptions and reference the relevant section(s) of the RFP.

14. California Levine Act Statement (Attachment C - Form C-3): Submit a signed Levine Act statement regarding conflict of interest.
15. Lobbying and Debarment Certificates (Attachment C - Form C-4): Submit completed Lobbying and Debarment certificates
16. Non-collusion Affidavit (Attachment C - Form C-5): Contractor shall include with its proposal a completed and signed Non-collusion Affidavit on the form provided.

## **II. EVALUATION AND AWARD**

RTC SAFE staff will conduct an initial review of the proposals for adherence to the minimum qualifications and inclusion of the items requested in this RFP. Proposers failing to meet the minimum qualifications may not be considered. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation criteria listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in the Proposal Requirements above may be considered complete and generally responsive, if evaluation in every criterion area is possible.

### **Minimum Qualifications**

To be eligible to submit a proposal, a firm must have:

- 1) An office located within the Monterey Bay region or the nine San Francisco Bay Area counties where supplies are stored and repairs will be made, as necessary;
- 2) An established call box maintenance system to record and track call box repairs and other archived data. The same system must also communicate with each call box in the Santa Cruz County system for diagnostic checks and reporting of issues;
- 3) A currently employed day-to-day lead technician responsible for communicating issues with the RTC SAFE project manager who has more than two (2) years of call box management experience;
- 4) At least five (5) years of experience maintaining roadside equipment with similar technology of which three (3) years must be experience in maintaining a call box system; and
- 5) A valid California State contractor's license, classification "A" or "B."

### **Other Qualifications**

In addition to the qualifications listed above, other desirable qualifications include:

1. Knowledge of and experience with the 2007 CHP/Caltrans Call Box and Motorist Aid Guidelines
2. Knowledge of and experience with the Americans with Disabilities Act of 1990, the 2005 Revised Draft Guidelines for Accessible Public Rights-of-Way and the Pedestrian Accessibility Guidelines for Highway Projects, 2010 (Design Information Bulletin Number 82-04)

### **Evaluation Criteria**

Responsive proposals will be evaluated based on the following criteria:

#### **Criteria 1: QUALIFICATIONS and EXPERIENCE (30 points)**

- Qualifications and experience of the firm, Project Manager, and the key project staff in performing call box maintenance and improvement work as outlined in Attachment A - Scope of Work of this RFP and covering the required skill sets.
- Experience working with public agencies; strength and stability of the contractor; and strength, stability, experience and technical competence of subcontractors.

#### **Criteria 2: STAFFING and ORGANIZATION (20 points)**

- Assignment of key personnel among project elements, tasks, and subtasks.
- Availability of key personnel to support this project, including team depth and plans for back-up personnel.

#### **Criteria 3: WORK PLAN (20 points)**

- Proposer's understanding of RTC SAFE's requirements for call box maintenance and improvement work and overall quality of work plan; logic, clarity and specificity of work plan, appropriateness of labor distribution among the tasks, and ability to meet the requirements of the tasks as outlined in *Attachment A - Scope of Work*.

#### **Criteria 4: COST (30 points)**

- Appropriateness and clarity of the cost proposal.
- Cost effectiveness, including value-added services.

Following the evaluation, the evaluation committee may elect to recommend award to a particular proposer or to invite for interviews a "short list" of proposers with a reasonable likelihood of being awarded the contract. References may be checked for one or more of such short-listed proposers prior to final evaluation. The RTC SAFE Project Manager may then recommend a consultant to the Executive Director and the Commission. RTC SAFE reserves the right to not convene interviews and to make an award on the basis of written proposals alone. Further, RTC SAFE reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all proposers at any stage of the evaluation.

The contract, if awarded, will be awarded to the firm that presents the proposal that, in the opinion of the RTC SAFE is the most advantageous to the RTC SAFE based on the evaluation criteria.

### **Selection Disputes**

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that RTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the RTC SAFE Project Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the proposer is notified that their proposal was found to be non-responsive or failed to meet minimum qualifications; or
3. No later than three (3) working days after the date on which the contract is authorized or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the RTC SAFE authorizes the award.

The RTC SAFE Project Manager responsible for the procurement will respond to the protest in writing. Authorization to award a contract to a particular contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the RTC SAFE Project Manager.

Should the proposer wish to appeal the decision of the RTC SAFE Project Manager they may file a written appeal with the RTC SAFE Executive Director, no less than three (3) working days after receipt of the written response from the Project Manager. The Executive Director's decision will be the final agency decision.



## **ATTACHMENT A SCOPE OF WORK**

### **I. BACKGROUND**

The Santa Cruz County Regional Transportation Commission Service Authority for Freeway Emergencies (RTC SAFE) owns and operates a system of 122 call boxes along Highways 1, 9, 17, 129, and 152. Motorists may use call boxes to request assistance or report incidents. The call box calls are answered by a call answering center that coordinates with the California Highway Patrol when necessary. The actual number of operational call boxes may be reduced due to construction projects or other activities. All RTC call boxes are equipped with Teletypewriter (TTY) capabilities that allow users to type and read rather than speak and hear in their communications with the call answering center. The services required by this contract shall consist of maintenance and improvements of Santa Cruz County's call boxes and other related tasks as necessary to ensure proper functioning of the call box system.

### **II. GENERAL CONDITIONS**

#### **A. Public Works**

The work under this contract is considered "public work," and therefore pursuant to Section 1700, and following, of the California Labor Code, the contractor shall pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Santa Cruz County Regional Transportation Commission, 1523 Pacific Avenue, Santa Cruz, California CA 95060. A copy of the prevailing wage rates may also be available on the California Department of Labor website (<http://www.dir.ca.gov/dlsr/PWD/index.htm>). Those copies shall be made available to any interested party upon request. The contractor shall forfeit, as penalty to RTC SAFE, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

The contractor shall post a copy of the general prevailing rates per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein. The contractor shall also keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California and these contract documents.

#### **B. Prior to Start of Work**

Contractor shall facilitate at its own cost all transition tasks with the previous maintenance provider, if applicable, including but not limited to, transfer of call box materials, swapping of call box data, and other related tasks. Contractor shall start transferring the call boxes to their system at start of contract period and have all call boxes transferred to their system within one month. Once a call box is transferred to their system, contractor shall start any repairs on the call boxes with

the appropriate staffing levels and materials necessary. It is the responsibility of the contractor to account for repairs that may not be completed or have not been started by the previous maintenance contractor. The call box system shall be handed over to the contractor in an "as-is" condition.

It is agreed by the parties to this contract that time is of the essence to the performance of this contract by contractor, and that in case all work called for in this section, B. Prior to Start of Work, is not completed in all respects and requirements within the time called for in this section, damage will be sustained by RTC SAFE, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the contractor agrees that the sum of \$200/day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the contractor will pay RTC SAFE the sum of \$200 as liquidated damages for each and every calendar day's delay beyond the time prescribed; and the contractor further agrees that the RTC SAFE may deduct and retain the amount thereof from any monies due the contractor under the contract.

### **C. Work to be Done**

Contractor shall perform all work necessary to maintain the RTC SAFE motorist aid call box system in a satisfactory manner including replacing and adding specified equipment, completing site retrofits and providing necessary support to designated cellular service contractors and call answering centers to ensure performance of call boxes in accordance with the Call Box Requirements stated in *Attachment A-1*. Contractor shall also reprogram call boxes to new maintenance system phone number and transfer call box inventory to new contractor at the end of the contract. No tasks detailed in this section shall be performed by subcontractors without the prior consent from RTC SAFE Project Manager. Contractor shall furnish and pay for all materials, equipment, tools, labor, taxes, overhead, incidentals and any other expense necessary to complete the services for the rates outlined in the contract. All work done shall be in compliance with

- a. the 2007 CHP/Caltrans Call Box and Motorist Aid Guidelines (Copies are available upon request from the SAFE Program Manager)
- b. the Americans with Disabilities Act (ADA) of 1990 including the 2005 Revised Draft Guidelines for Accessible Public Rights-of-Way and the CA Department of Transportation Pedestrian Accessibility Guidelines for Highway Projects (Design Information Bulletin Number 82-04) and
- c. Caltrans Encroachment requirements.

### **D. Plans and Specifications**

Contractor shall keep at the field office a copy of all plans and specifications to which RTC SAFE shall have access to at all times. Any additional documentation or specifications for new equipment or processes (i.e. transceiver, TTY, ATM, sonalert or smart card electronic devices as well as painting processes) shall also be kept by contractor in the field office and be available for review by the RTC SAFE Project Manager or RTC SAFE designated representative.

#### **E. Rights of Entry and Permits**

Contractor shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required by partner agencies to perform the work hereunder at the cost of contractor.

#### **F. Materials and Workmanship**

All materials, parts and equipment furnished by contractor must match materials currently in use in RTC SAFE call boxes and shall be of high grade and free from defects. Replacement enclosures provided by contractor shall not be of lesser quality as measured by paint brightness, and aluminum and/or coating integrity and shall be guaranteed by contractor against corrosion and fading for the term of the contract resulting from this RFP. Contractor shall warrant all other materials and parts provided or refurbished by contractor for one (1) year from date of installation. Quality of work shall be in accordance with generally accepted standards and all work shall be subject to all warranty provisions. Materials and work quality shall be subject to the RTC SAFE Project Manager's or a designated representative's approval. Contractor shall be responsible for storing and maintaining materials in a manner that preserves their quality and fitness for future use.

#### **G. Labor**

Only competent workers shall be employed to perform tasks under this *Attachment A*. Any person found by RTC SAFE to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by contractor and not re-employed for services. Contractor shall be solely responsible for any and all services performed under the contract resulting from this RFP by its employees and/or subcontractors. Contractor shall enforce strict discipline and good order to ensure that all work is carried out promptly and with due diligence.

#### **H. Inspection**

All performance (including services, materials, supplies, and equipment furnished or utilized) shall be subject to inspection and approval by the RTC SAFE Project Manager or a designated representative. Any RTC SAFE authorized representative shall have access to the field office.

#### **I. Condition of Site**

Contractor shall keep call box sites clean and free of rubbish and debris (including removed pad material). Materials and equipment brought to the site such as cones, ladders, etc. for the specific purpose of repair, shall be removed from the call box site immediately or as soon as the materials, tools, and equipments are no longer needed.

#### **J. Reuse of Parts**

Contractor shall reuse parts that have been damaged or replaced assuming contractor has repaired the parts, and/or ensures that functionality is not degraded and the integrity of the component is not compromised. If available, contractor may utilize RTC SAFE owned surplus of call box materials at the sole discretion of

the RTC SAFE project manager. However, RTC SAFE does not guarantee the quality of the surplus call box materials, whether they are reusable or not nor the availability of such materials for the use of contractor during the term of the contract. Site material that is not usable, including, but not limited to, handrails and pads will be disposed of at the cost of the contractor.

#### **K. Reserve Inventory**

Throughout the contract term, contractor shall be required to purchase its own call box equipment and maintain a sufficient quantity of such material in stock to fulfill the requirements of this Scope of Work. Replenishing the call box equipment stock is the sole responsibility and at the cost of the contractor.

#### **L. Storage of Materials**

Contractor shall store any RTC SAFE owned call box housings, electronics, poles, and other appurtenances either within their warehouse or within a RTC SAFE designated storage facility. Contractor shall be responsible for organizing RTC SAFE owned supplies in an appropriate manner separate from contractor's reserve inventory and may be requested to secure additional storage space should it be needed at the expense of RTC SAFE. Contractor shall relinquish any and all remaining RTC SAFE owned materials upon termination of this contract.

#### **M. Communication**

Contractor shall ensure that the lead field technician and staff have the necessary communication devices for interacting efficiently with the RTC SAFE Project Manager, other designated representatives, and partner agencies. The devices to be provided by contractor must include, but are not limited to a cell phone, office phone, fax machine, and email services with the capability to send and receive Microsoft Access® database or equivalent files.

#### **N. End of Contract**

Contractor shall facilitate at its own cost all transition tasks with the future maintenance provider, if applicable, including but not limited to, transfer of call box materials, swapping of call box data, reprogramming of maintenance system phone number and other related tasks. Contractor shall transfer the call boxes to the future maintenance provider, if applicable, within the month prior to the end of the contract period. Each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractor shall assume all liability, financial or otherwise, in connection with this contract and shall protect and save harmless RTC SAFE from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the necessity of working with the new contractor to transfer the call box maintenance work.

It is agreed by the parties to this contract that time is of the essence to the performance of this contract by contractor, and that in case all work called for in this section, N. End of Contract, is not completed in all respects and requirements within the time called for in this section, damage will be sustained by RTC SAFE, and that it is and will be impracticable to determine the actual amount of damage

by reason of such delay; and the contractor agrees that the sum of \$200/day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the contractor will pay RTC SAFE the sum of \$200 as liquidated damages for each and every calendar day's delay beyond the time prescribed; and the contractor further agrees that the RTC SAFE may deduct and retain the amount thereof from any monies due the contractor under the contract.

### **III. CALL BOX MAINTENANCE SYSTEM**

A maintenance system is currently in place to monitor the RTC SAFE call box system whose information may need to be transferred to contractor's maintenance system. RTC SAFE is responsible for obtaining all call box data and providing it to the successful contractor. Contractor shall facilitate such transfer by working with RTC SAFE to format data accordingly. Contractor shall not be compensated for maintenance tasks until the maintenance system is fully operational. RTC SAFE retains ownership of all files containing call box related data provided to contractor. All such data including newly inputted data related to the tasks performed by the selected contractor shall be turned over to RTC SAFE at the termination of the contract resulting from this RFP.

All RTC SAFE call boxes shall be monitored by a maintenance system and each box shall make one (1) call every three (3) days into the system for a diagnostic check up. Contractor's maintenance system shall be compatible with the RTC SAFE call box communication devices. It is the contractor's responsibility to make any necessary changes to their maintenance system in order to perform the maintenance tasks described in this section with the RTC SAFE call boxes and the overall system. This includes having call box alarms sent to the maintenance computer to notify the contractor when the call box is not functioning properly and reprogramming the call boxes to call a different number if there are changes to the call answering center phone number. If maintenance or call answering center phone number changes and the previous number is not operational, the contractor shall reprogram the RTC SAFE call boxes within 2 working days. Contractor shall not change any devices in the call boxes to make them compatible with their maintenance system. Any changes and/or upgrades to the maintenance system shall be at the cost of contractor. RTC SAFE recognizes that the maintenance system hardware and software developed prior to the acceptance of this project is the property of contractor.

It is agreed by the parties to this contract that time is of the essence to the performance of this contract by contractor, and that in case all work called for in this section, Task III. Call Box Maintenance System, is not completed in all respects and requirements within the time called for in this section, damage will be sustained by RTC SAFE, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the contractor agrees that the sum of \$500/day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the contractor will pay RTC SAFE the sum of \$500 as liquidated damages for each and every calendar day's delay beyond the time

prescribed; and the contractor further agrees that the RTC SAFE may deduct and retain the amount thereof from any monies due the contractor under the contract. The maintenance system must record all work orders related to the call box system and other general information and specifications of each call box in the RTC SAFE system as specified in *Table 1* below. These work orders along with call box related general information must be easily retrievable and able to download into an Excel® spreadsheet or similar program. All current and previous work orders must be accessible to the RTC SAFE project manager.

Contractor shall meet with the RTC SAFE Project Manager immediately after award of contract to finalize the needs and the layout of the Call Box System Database and to determine appropriate access for RTC SAFE Project Manager and its designated representatives.

*Table 1. Maintenance System Specifications*

	Update When Site Changed	Update When Site Installed	Update with PM or CM Visit
Call Box Sign Number	✓	✓	
Original Install Date	✓	✓	
Automatic Number Identification (ANI)	✓	✓	
Electronic Serial Number (ESN)	✓	✓	
Mile Post Mark	✓	✓	
Pedestrian Pad Type	✓	✓	
Pedestrian Pad Size	✓	✓	
Site Type	✓	✓	
Retaining Wall Height (provide range)	✓	✓	
Path Size	✓	✓	
Handrail at Site?	✓	✓	
Direction Installed on Highway	✓	✓	
Text Description of Location	✓	✓	
Text Description of Best Access	✓	✓	
Dispatch Center Assigned to Answer Calls (CAC, CHP, etc)	✓	✓	
Latitude / Longitude and Differential Correction Method using Global Positioning System (GPS)	✓	✓	
Site Installation Date	✓	✓	
In Service or Out of Service	✓		
Removal Date	✓		
Reinstall Date	✓		
Mobile Identification Number (MIN) (Call Box Phone Number)	✓	✓	
User Telephone Number (Dispatch Center Number)	✓	✓	
Alarm Telephone Number	✓	✓	

Maintenance Telephone Number	✓	✓	
Install Notes-unusual installation notes	✓	✓	
Speech/Hearing Impaired Device Installed? Type?	✓	✓	
Call Connected Light Installed	✓	✓	
Smart Call Box Devices Installed? Type?	✓	✓	
Controller Card Type (e.g., "150", "SRC") and Version Number with Date of Installation	✓	✓	
Transceiver Type / Model with Date of Installation	✓	✓	
Dates of all Preventative Maintenance (PM)Visits to Site	✓		✓
Dates and Descriptions of all Corrective Maintenance (CM) or Above Contract Activities at Site	✓		✓
Work Order Numbers for all CM activities at Site	✓		✓
Digital Site Photographs	✓	✓	
ADA Requirements met	✓	✓	✓
Distance from call box to edge of traveled way	✓	✓	

In addition to the general specifications of each of the call boxes listed in the table above, the maintenance system database shall include, at a minimum, the following maintenance information on the call box system:

- Description of all corrective maintenance visits including the call box sign number, date and time of work issue date, date and time of visit, and date and time work completed (if different from the first visit) and description of work performed;
- Description of preventative maintenance visits including the call box sign number, date and time of visit, and description of work performed;
- Description of all other site work listed in Section IV which includes Task C through Task E. These entries should also include the work issue date and time (alarm date where applicable), site visit date and time, sign number, and date and time of completion.

Contractor shall furnish their own digital camera, GPS devices, and other devices or equipment necessary to provide the above information in the maintenance system. Contractor shall keep the maintenance system updated and current to prevent misinformation. Any issues arising from the general upkeep of the system shall be immediately reported to the Project Manager.

#### **IV. CALL BOX MAINTENANCE TASKS**

Contractor shall perform the following six (6) specific tasks (A-E) routinely throughout the term of the contract resulting from this RFP.

Some call box repairs and maintenance tasks listed hereafter may need to be performed immediately if the repair needed is presenting a potential hazard or if call box components are broken off and in the way of traffic.

### **Task A. Corrective Maintenance**

Contractor shall perform corrective maintenance as needed on all call boxes to maintain the Call Box Requirements listed in *Attachment A-1*. Corrective maintenance includes all repairs to the call box associated with electronics, transceivers, power supply (battery, solar panel) and the interface with the cellular system. Contractor shall use RTC SAFE inventory, when applicable, to make such repairs. Corrective maintenance requires that contractor be accessible to the call box call answering center and CHP to report non-operational call boxes.

Upon notification that a call box is out of service from CHP, call answering center, RTC SAFE, or the maintenance computer, contractor shall determine the cause and take the necessary action to restore it to good operating condition, including the repair or replacement of parts, components and mountings as needed. Activities falling within the definition of corrective maintenance that were reported, shall be completed by 1700 hours on the second full workday following the repair request, or by 1700 on the fourth full workday if foundation work is required. Contractor shall provide sufficient management and field staff to perform repairs on call boxes within the established time periods. Should contractor not be able to meet this specified timeframe, contractor must notify RTC SAFE project manager in writing and the reasons why such repairs shall be delayed.

It is agreed by the parties to this contract that time is of the essence to the performance of this contract by contractor, and that in case all work called for in this section, Task A. Corrective Maintenance, is not completed in all respects and requirements within the time called for in this section, damage will be sustained by RTC SAFE, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the contractor agrees that the sum of \$100/day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the contractor will pay RTC SAFE the sum of \$100 as liquidated damages for each and every calendar day's delay beyond the time prescribed; and the contractor further agrees that the RTC SAFE may deduct and retain the amount thereof from any monies due the contractor under the contract.

### **Task B. Preventative Maintenance**

Contractor shall perform the following preventative maintenance tasks necessary to keep call boxes clean and operational. Call boxes with adjunct devices shall be maintained similarly. Contractor shall report to the RTC SAFE Project Manager any unusual findings made while performing preventative maintenance or make recommendations for corrections to call boxes that frequently require preventative maintenance. Some preventative needs may be reported by the RTC SAFE Project Manager or its designated representatives and shall be addressed by contractor on preventative maintenance visits.

Contractor shall use preventative maintenance visits to protect boxes from corrosion and fading. The color of all call boxes shall fall between Pantone® yellow no. FL100 and Pantone® yellow no. FL123. Call boxes requiring a housing exchange shall be back in service no later than 1700 hours on the second full work

day from when call box housing was first removed. Swapping of aluminum call boxes with Lexan call boxes may be necessary for call boxes demonstrating high corrosiveness but shall be approved by the RTC SAFE Project Manager.

Contractor shall perform the following preventative maintenance tasks at least two (2) times annually at approximately 6 month intervals for all call boxes:

- Cleaning, sanding off rust and painting of call box housings as necessary (see below);
- Checking call box housing door, magnet, and spring;
- Replacement or addition of outdated, damaged, or missing instruction placards and vandalism stickers;
- Removal of items not part of call box such as stickers and garbage bags
- Inspection and anti-corrosion treatment of external electrical connections;
- Operational check of call box controls and system operational sequence including:
  - Removal of faceplate (as necessary);
  - Perform test calls;
  - Check outer door, handset and illumination for proper operation;
  - Check call connect light;
  - Check cellular antennae and cable.
- Minor cleaning of the surrounding area of the call box (includes minor pruning, pulling of weeds and debris removal);
- Cleaning and bolt tightening for the call box sign;
- Visual inspection of the solar panel orientation and cleaning of the solar panel collecting surface;
- Testing of the sonalert device by placing a call to the designated answering point and having them initiate and terminate the 100+ decibel alarm;
- Testing of the TTY screen for brightness and legibility and testing of the TTY keyboard/TTY Tray for functionality and keeping both clean.
- Repair of the pedestrian pad and other site material including retaining walls;
- Inspection of path for wear and tear or vandalism;
- Inspection and repair of call box and call box pad and path to meet ADA Requirements once call boxes have been improved to these standards;
- Maintenance of the call box mounting pedestals or other devices used for mounting the call boxes on sound walls;
- Adjustment of call box components that have been shifted including pedestrian pad, signs, retaining wall, and poles; and
- Replacement of faded call box blue sign and missing letter and number stickers.

### **Task C. Knockdown and Vandalism Repairs**

#### **1. Knockdown Repairs**

Knockdown repairs shall be defined as services conducted by contractor to restore call boxes to full operability after being knocked down by vehicle collision or other such causes. Contractor shall make work orders and other related information on a knocked down call box readily available to RTC SAFE and/or its designated representative to assist in knockdown recovery efforts.

## 2. Vandalism Repairs

Vandalism repairs shall be defined as services conducted by contractor to repair call boxes, their sites or their components damaged as a result of vandalism, willful acts, or other such causes (including insect intrusion). Such tasks shall include but are not limited to: replacing broken outer door, repairing ripped handset, removing graffiti from signs, and repairing damaged site material (pads, retaining walls, etc.).

All work under Task C must be completed by 1700 hours on the second full workday from notification or by 1700 on the fourth full workday if foundation work is required. In some cases, knockdown and vandalism may present a potential hazard and repairs may be needed as soon as possible. RTC SAFE or its partner agencies shall notify contractor of such events.

It is agreed by the parties to this contract that time is of the essence to the performance of this contract by contractor, and that in case all work called for in this section is not completed in all respects and requirements within the time called for in this section, Task C. Knockdown and Vandalism Repairs, damage will be sustained by RTC SAFE, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the contractor agrees that the sum of \$100/day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the contractor will pay RTC SAFE the sum of \$100 as liquidated damages for each and every calendar day's delay beyond the time prescribed; and the contractor further agrees that the RTC SAFE may deduct and retain the amount thereof from any monies due the contractor under the contract.

## **Task D. Removal and Installation**

### 1. Temporary Removals

At the request of RTC SAFE or Caltrans, contractor shall remove call boxes from existing locations on an as-needed basis to accommodate freeway construction and other projects that come into conflict with Santa Cruz County call boxes. Whenever possible, the RTC SAFE will give one (1) weeks advance notice to contractor of upcoming temporary removal but in special cases, removals may be required immediately. The RTC SAFE retains ownership of call boxes authorized for removal, and contractor shall store removed boxes at their location and make all removed call boxes available for reinstallation at any time. Contractor shall coordinate the removal, deactivation of long term temporary removals, and storage of call boxes as requested by Caltrans or the RTC SAFE. Contractor shall also maintain proper inventory documentation. In some cases, contractor may need to pick up boxes that are temporarily removed by Caltrans or its contractor at off site locations. Coordination for pick up shall be the responsibility of contractor.

### 2. Reinstallation/Relocation

Once the construction project is complete and the temporary removal is no longer necessary, contractor shall coordinate reinstallation and deferred installation tasks including permitting, site approval, installation, and reactivation. Contractor shall have the call box back in service within three (3) weeks of when contractor is notified of reinstallation. Some construction projects may cause the call box to be

permanently inaccessible. In such cases, contractor shall recommend relocation of the call box to the RTC SAFE Project Manager for approval.

In other cases, call boxes may need to be relocated due to hazards or other reasons and shall be coordinated by contractor. Should the call box be relocated to a location that changes the sign number of the call box, the work shall be considered a removal and a relocation. Contractor shall notify RTC SAFE Project Manager, call answering center, and CHP immediately of changes to the sign number, phone number, and/or location information and shall reflect changes in the maintenance system within 24 hours of relocation. All call boxes that have been reinstalled or relocated shall meet ADA requirements.

### 3. Permanent Removal

At the request of RTC SAFE, contractor shall remove call boxes permanently from the system. Such removals may be necessary throughout the term of the contract due to safety issues and other requests from partner agencies. Contractor shall be responsible for all permanent removal activity including the cancellation of phone numbers with service provider. Permanently removed call boxes are the properties of the RTC SAFE and shall be returned to the RTC SAFE's new contractor for inventory at termination of contract.

### 4. New Installation

At the request of RTC SAFE, contractor shall install new call boxes. Contractor shall make recommendations on site type and telecommunication service (landline or cellular) and get approval from RTC SAFE Project Manager before installing call box. Contractor shall be responsible for all coordination work, which may include: permitting with local agencies or testing of cell signal with service provider. Call answering center and CHP shall be notified of all new installations no more than 24 hours from installations along with the call box information including phone number, ANI, and location. All call boxes that are new installations shall meet the Pedestrian Accessibility Guidelines for Highway Projects (Design Information Bulletin Number 82-04).

### **Task E. Third Party Incidents**

Call box failures due to third party contractors such as telecommunication service providers or Caltrans contractors shall be repaired by contractor. Contractor shall take the necessary steps to restore the call box to operability which may require coordination with the third party contractor. Work under Task E may include but is not limited to: conversion of call boxes to landline service due to weak cell signal (may include relocation), and upgrade of existing antenna to accommodate changes in cellular system.

Failure of call boxes due to third party contractors may leave call boxes out of service for several days. In these situations, contractor shall notify the RTC SAFE Project Manager immediately and have the call box bagged until call box is fully operational.

## **Task F. Administrative Tasks**

Contractor shall be responsible for routine administrative tasks detailed below to facilitate the performance of the services to be provided under the contract resulting from this Request for Proposals.

### **1. Meetings, Field Surveys, and Correspondences**

Contractor shall attend meetings and conduct field surveys that relate to the call box system as requested by the RTC SAFE Project Manager. Contractor shall respond to written and email inquiries regarding the call box system submitted by RTC SAFE Project Manager or its partners in a timely manner. Correspondences with the private call answering center, call box inspector, cellular service provider and other RTC SAFE Contractors may be required to resolve issues related to the call box system. At the reasonable request of the RTC SAFE Project Manager, plans, drawings, maps, and other documents shall be provided by contractor to the Agency at no additional cost, unless such plans or documents requires resources beyond the scope of this Contract.

### **2. Right of Way/Entry Permits**

Contractor shall be responsible for obtaining the appropriate permits required to maintain the RTC SAFE call box system. Contractor shall prepare and submit encroachment permit applications to the appropriate authorizing agent and shall be the primary point of contact for permit issues related to the call box system. Any cost incurred in obtaining such permits shall be at the expense of contractor.

### **3. Inventory and Supplies**

Contractor shall be responsible for the general upkeep of the Santa Cruz County call box storage including tracking inventory of supplies, disposing of obsolete and irreparable parts, and organizing of components within the storage facility. RTC SAFE occasionally sells used call box supplies to other vendors and may request contractor to coordinate sale and delivery of such supplies.

### **4. System Management Maintenance**

Contractor shall maintain and frequently update the call box maintenance system to reflect changes to the call box system and information on maintenance tasks. Contractor shall also make changes to the maintenance system at the request of the RTC SAFE Project Manager. Any changes to the phone number, automatic number identification (ANI), or location must be updated within 48 hours of the change in the maintenance system and shall be reported to the Project Manager, CHP, and the private call answering center. Work orders for any of the tasks listed in Section III shall be updated in the maintenance system no later than one (1) week from when work order is complete.

A database containing the current system's specifications as listed in *Table 2* below shall be sent to RTC SAFE Project Manager on the 10<sup>th</sup> of each month . The System Installed Report must be in a Microsoft Excel® or Access® compatible file.

*Table 2. System Installed Report Specifications*

1.	Active Call Box / Sign Number
2.	Temporarily Removed Call Box / Sign Number
3.	Automatic Number Identification (ANI)
4.	Mobile Identification Number (MIN) (Call Box Phone Number)
5.	Site Type
6.	Presence of pad, path, retaining wall, handrails, or other special components
7.	Direction Installed on Highway
8.	Telecommunication service provider (landline or digital cellular)
9.	Location in Latitude and Longitude (decimal degrees)
10.	Location Description

The contractor shall deliver a report in Microsoft Office Format (Access or Excel), by the 10<sup>th</sup> of each month, specifying the following call box information for the preceding month:

- a. Total number of calls for each box, divided between citizen calls and maintenance calls
- b. Total number of calls for each box utilizing the TTY device divided between citizen TTY calls and maintenance TTY calls
- c. Average number of call boxes in service during the month.
- d. Corrective maintenance activities, knockdown and vandalism repairs and removals/reinstallations
- e. Call Box Status report of calls to maintenance

## **V. CALL BOX SITE IMPROVEMENTS**

### **A. Background Information**

The Americans with Disabilities Act (ADA) of 1990 set forth guidelines for accessibility to places of public accommodation and commercial facilities by individuals with disabilities. To bring the Santa Cruz County Call Box system into compliance with ADA requirements, RTC SAFE performed a site survey cataloging the physical state of all 122 call boxes in the system. The survey identified 86 sites that require improvement to be compliant as shown in *Attachment A-2*. These site improvements primarily include, but are not limited to site conversions, pad installations or replacements and path installations.

All work done shall be in compliance with

- a. the 2007 CHP/Caltrans Call Box and Motorist Aid Guidelines (Copies are available upon request from the SAFE Program Manager)
- b. the Americans with Disabilities Act (ADA) of 1990 including the 2005 Revised Draft Guidelines for Accessible Public Rights-of-Way and the CA

Department of Transportation Pedestrian Accessibility Guidelines for Highway Projects (Design Information Bulletin Number 82-04) and  
c. Caltrans Encroachment requirements.

## **B. Initial Site Inspection**

Prior to commencing retrofit work, contractor shall visit the existing sites and determine if the proposed retrofit solutions will comply with the requirements, listed in section A. Background Information above. Site inspections with the RTC Program Manager or its designated inspector may be needed to verify that the proposed retrofit solutions are the most appropriate solutions for ADA compliance. The evaluation should include identifying existing structures and concrete that requires removal. Contractor shall notify RTC SAFE of proposed changes to the site retrofit solutions as outlined in *Attachment A-2* and any changes will be approved and confirmed in writing by RTC SAFE Program Manager. Digital photos showing the site locations and/or site inspections with the RTC Program Manager or its designated inspector may be needed to assist the discussion.

## **C. Project Coordination and Scheduling**

The work specified in this RFP will be coordinated and scheduled in conjunction with the RTC SAFE Project Manager, with the final say given to the RTC SAFE Project Manager. The Project Manager must be notified as soon as possible of any problems encountered during the project execution. Contractor will be required to submit a performance schedule to the Project Manager prior to beginning work. Contractor is responsible for obtaining all necessary permits, lane and shoulder closure approvals, and traffic control to complete specified work. All site retrofit work under this contract will be completed within 12 months of start of contract or Caltrans permit approval (whichever comes later), unless approved by Project Manager.

It is agreed by the parties to this contract that time is of the essence to the performance of this contract by contractor, and that in case all work called for in this section is not completed in all respects and requirements within the time called for in this section, C. Project Coordination and Scheduling, damage will be sustained by RTC SAFE, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the contractor agrees that the sum of \$100/day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the contractor will pay SAFE RTC the sum of \$100 as liquidated damages for each and every calendar days delay beyond the time prescribed; and the contractor further agrees that the RTC SAFE may deduct and retain the amount thereof from any monies due the contractor under the contract.

## **D. Certification Process**

Contractor shall submit monthly reports to the RTC SAFE Project Manager. Each report shall identify the Call Box locations where work was completed and the work performed at each location. All work will be inspected by RTC SAFE to ensure

compliance with the access specifications and improvements listed in *Attachment A-2* of this RFP.

### **E. Specific Site Improvement Descriptions**

Call box sites requiring improvement fall into one of the following types:

<b>Site Type</b>	<b>Description</b>
Type A	Installed at-grade, in soil. Back of box facing oncoming traffic.
Type B	Installed in a cut-slope.
Type C	Installed on an in-fill slope.
Type D	Mounted on a sound wall. Right side of box facing oncoming traffic.
Type E	Installed behind a k-rail or concrete barrier. Right side of box facing oncoming traffic.
Type F	Installed behind a guardrail. Right side of box facing oncoming traffic.
Type G	Installed at-grade in concrete. Back of box facing on-coming traffic.
Type H or K	Installed on k-rail or concrete barrier. Right side of box facing oncoming traffic.
Type L	Installed behind a curb. Right side of box facing oncoming traffic.
Type M	Installed at grade, in soil. Right side of box facing oncoming traffic.

For pictures of different Call Box Site Types, see *Attachment A-3*.

The following tasks describe the physical work that will need to be undertaken for specific call box sites:

#### 1. Site Conversions

Call box sites requiring conversions are currently either behind guardrails (site type E or F), behind a curb (site type L), installed in a slope (site type B or C) or installed in soil (site type A). These call boxes will need to be modified to a site type that meets ADA standards and Call Box Requirements and is appropriate for the current condition of the site according to the list in *Attachment A-2*. If the call box is being relocated to an M Site Type, the contractor will reinstall the call box at a location adjacent to roadway shoulder or pullout at a minimum distance of 8 feet from the edge of traveled way and preferably a minimum distance of 10 feet from the edge of traveled way where no dike is located. Do not install in middle of existing pavement or in the middle of a graded shoulder area. Call box signs shall be offset from the center of the pole, if necessary, in order for the closest point on the sign to be a minimum of 8 feet from the edge of traveled way.

## 2. Pad Requirements

Call box site type A without a pad or with an existing 3' x 3' pad will need a new 5' x 5' pad. A 5' x 5' pad may also be needed to extend the distance from the shoulder to the call box location for Call Box site type M so that the call box is 8 feet or greater from the edge of traveled ways. The call box pad should be made of fiberglass reinforced polymer concrete manufactured by Armorcast Products Company with a thickness of 1", minimum compressive strength of 11,000 PSI and minimum flexural strength ultimate of 19,000 PSI (Part number A600-1810 with anchors) or equivalent as approved by RTC SAFE Program Manager. The pad will be anchored to the ground with four 15" anchors, one at each corner. The anchors will be cemented into the ground to keep the pad from shifting. Prior to installing the pedestrian pad, contractor shall prepare the site. The edge of the asphalt concrete shoulder will be saw cut to create a clean edge to abut the pad against. The subbase will be scarified and the top 6 inches of native material will be compacted to 95% relative compaction (RC). Four inches of Caltrans, class 2 base rock will be placed on top of the subbase and compacted to a 95% RC (Attachment A-4). Postholes will be dug and filled with concrete at each corner for securing the anchors. The pre-fabricated pad will be laid on top of the sub base and anchored into the concrete with the 15 inch corner anchors. Weights such as sandbags will be used to weigh down the pad until the concrete dries. Once installed, the anchor holes in the pad shall be made level with the surrounding pad, and minor grading around the pad completed. The horizontal gap between the pad and existing pavement will be filled with asphalt emulsion. All pads installed shall be level and at the same grade as the shoulder and dirt surrounding the pad area to allow for wheelchair access according to ADA Requirements. See Attachment A-4 for construction details. A list of call boxes requiring a pad replacement is shown in *Attachment A-2*. Old pads shall be disposed of at contractor's expense.

## 3. Asphalt Paths

An asphalt path may be required to provide access to call box sites in which the right hand shoulder of the highway is less than the 8 foot minimum distance requirement for call box sites from edge of traveled way and a pad cannot be used to extend the distance to the call box. In such cases, the contractor shall pave a 5 foot wide path from the edge of the shoulder to the pole of the call box that is at the same grade as the shoulder and the surrounding dirt and complies with the requirements, listed in section A. Background Information above. See the construction details in Attachment A-4. The subbase will be scarified and the top 6 inches of native material will be compacted to 95% relative compaction (RC). Two inches of asphaltic concrete with a 95% relative compaction will be laid on top o An edge band will be placed around the asphalt path with wood stakes to secure band.

A list of call boxes requiring asphalt paths is shown in *Attachment A-2*. Path lengths listed in Attachment A-2 are an approximation and not meant to dictate the exact length of asphalt paths necessary to achieve ADA compliance. A path may not be applicable to all call box sites with gaps larger than 5 feet between the shoulder and the call box. Contractor shall use their best judgment and provide a list of call

boxes to the RTC SAFE Program Manager in which paving an asphalt path is not feasible. Contractor shall submit a proposal of an alternate resolution for these sites, subject to RTC SAFE Program Manager approval.

#### 4. Relocation of Call Box

Call box site improvement may not be feasible in all locations due to the topography of the land or changes that have taken place since installation. Call boxes requiring relocation are identified in *Attachment A-2*. Suggested new locations will be provided to contractor, though final placement of the call box, required to achieve ADA compliance, is at the discretion of contractor, subject to RTC SAFE Project Manager approval. Call box signs shall be offset from the center of the pole, if necessary, in order for the closest point on the sign to be a minimum of 8 feet from the edge of traveled way.

#### 4. Removal or Minimization of Retaining Structure

There are several Call Box Site Type B and C sites which will be retrofitted to Site Type A, L, or M and the existing retaining structure needs to be removed or minimized. Contractor shall remove the existing retaining structure and smooth out the ground once removed. For a list of Site Type B and C sites requiring a removal of retaining structure, see *Attachment A-2*.

### **V. SPECIAL PROJECTS**

Contractor may be requested to conduct special projects during the term of the contract as it relates to the call box system that is beyond the scope of this contract in unforeseeable events. Payment terms will be based on a time and materials basis as specified in the contract.

### **VI. LEGAL RELATIONS**

#### **CONTRACT BONDS**

The contractor shall furnish corporate surety bonds to the benefit of RTC SAFE, issued by a surety company acceptable to RTC SAFE and authorized and admitted to do business in the State of California, as follows:

- A. Faithful Performance Bond -- In a sum not less than one hundred percent (100%) of the contract price as set forth in the contract to guarantee the contractor's faithful performance of all covenants and stipulations of the contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.
- B. Payment (Labor and Materials) Bond -- In a sum not less than one hundred percent (100%) of the contract price as set forth in the contract to guarantee

the payment of wage, and bills contracted for materials, supplies, or equipment used in the performance of the contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 to 3252, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Faithful Performance Bond and Payment Bond shall be on the forms provided by RTC SAFE.

The surety companies shall familiarize themselves with all provisions and conditions of the contract documents. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by RTC SAFE or its authorized agents under the terms of the contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this contract. The surety expressly waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

#### **MEANS AND METHODS**

RTC SAFE will not have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely contractor 's responsibility.

RTC SAFE or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the contractor 's operations. The contractor shall cooperate fully with RTC SAFE in all operations which coincide with other work being performed, and provide RTC SAFE with such scheduling and other information as may be required by RTC SAFE to perform such other work. The contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the contractor.

Any disputes or conflicts which may arise between the contractor and any other forces or contractors retained by RTC SAFE, causing delays or hindrance to each other, shall be referred to RTC SAFE for resolution.

RTC SAFE shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the contract documents.

### **Hours of Labor**

Eight hours labor constitutes a legal day's work. The contractor or any subcontractor under the contractor shall forfeit, as a penalty to the State of California, \$25 for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

### **Prevailing Wage**

The contractor and any subcontractor under the contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the contractor and any subcontractor under the contractor shall forfeit to RTC SAFE or political subdivision on whose behalf the contract is made or awarded a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by Department of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the contractor or by any subcontractor under the contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

- A. The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

- B. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- C. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- D. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if RTC SAFE did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the contractor shall pay all moneys retained from the subcontractor to RTC SAFE. These moneys shall be retained by RTC SAFE pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, RTC SAFE has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at RTC SAFE. General prevailing wage rates are also available from the California State Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage rates and changes.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the contractor at a prominent place at the site of the work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by Director of Industrial Relations at least 10 days prior to the date of the Notice to contractors for the project.

RTC SAFE will not recognize any claim for additional compensation because of the payment by the contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage rate increases is one of the risks to be considered by the contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against RTC SAFE by contractor.

Attention is directed to the requirements in Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

- A. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - 1. The information contained in the payroll record is true and correct.
  - 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.
- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- D. A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.
- F. The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- G. The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit

twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the contractor.

The contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

### **APPRENTICES**

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with the contractor.

It is RTC SAFE policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

- A. Only registered apprentices within a written agreement in an approved apprentice-training program providing no less than 2,000 hours of continuous employment and education are eligible for employment on public works (in compliance with Labor Section 3077).
- B. A contractor is no longer required to submit Form DAS-7, but must submit award information to the local applicable joint apprenticeship committee. The award information must include:
  - an estimate of the journeyman hours;
  - the number of apprentices to be employed; and
  - the approximate dates of apprentice employment.
- C. The minimum statutory 1:5 hourly ratio of work stipulates that no less than one hour of apprentice work for every five hours of journeyman labor on any day of work. (Any journeyman work performed beyond 8 hours per day or 40 hours per week shall not be used to calculate the hourly ratio).

This section shall not apply to specialty contractors or general contractors whose contracts involve less than Thirty Thousand Dollars (\$30,000.00) or 20 working days.

The Division of Apprenticeship Standards may grant a certificate exempting the contractor from the minimum 1:5 hourly ratios under any one of the following:

Unemployment exceeds an average of 15% in the area for the previous 3-month period;

The number of apprentices in training in such area exceeds a ratio of 1:5;

The apprentice able craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either locally or statewide;

The specific task would jeopardize the apprentice's life or public safety or no training can be provided to an apprentice by a journeyman for the specific task.

- D. Apprentices employed on public works projects can only be assigned to perform work of the craft or trade to which the apprentice is registered.
- E. All contractors with employees in any apprentice able occupation, regardless of the actual employment of journeymen or apprentices for the awarded public work, must either contribute to the local training trust fund or to the California Apprenticeship Council, P.O. Box 603, San Francisco, CA 94101 (as set forth in Section 227).
- F. All violations of Section 1777.5 shall pay a civil penalty of Fifty Dollars (\$50.00) for each calendar day of noncompliance.

All willful violations of Section 1777.5 shall pay the \$50.00 fine for each calendar day of noncompliance and shall be denied the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and up to three years for any additional violations.

Compliance disputes arising under Section 177.5 shall be adjudicated under 8 California Code of Regulations, Article 1.

- G. Within five (5) days of a public works contract award, the awarding agency must send a copy of the award to the Division of Apprenticeship Standards under Section 1773.3.

Within five (5) days of finding any discrepancy regarding the hourly ratio of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

- H. The contractor shall be responsible for compliance for all apprentice able occupations within these sections.

### **Workers' Compensation**

Pursuant to the requirements in Section 1860 of the Labor Code, the contractor will be required to secure the payment of workers' compensation to the contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

By signing the contract, contractor certifies: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

### **Suits to Recover Penalties and Forfeitures**

Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or contract provisions based on those laws.

Those sections provide that a suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the contractor or the contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the contract and the formal acceptance of the job.

### **LABOR CODE SECTION 6109**

The contractor is prohibited from performing work with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

### **PUBLIC CONTRACT CODE SECTION 9201**

RTC SAFE shall promptly notify the contractor of its receipt of any third party claim related to the contract.

### **CONTRACTOR'S LICENSING LAWS**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. Contractor shall be properly licensed at all times during the performance of the work and performance of the contract. An "A" or "B" license classification is required for the work contemplated herein.

### **Assignment of Antitrust Actions**

The contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the contractor and the contractor's subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor

offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

### **Public Safety**

It is the contractor's responsibility to provide for the safety of traffic and the public during construction.

### **Preservation of Property**

Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are not to be removed.

### **Indemnification**

Contractor shall defend, indemnify, and save harmless The State of California, Santa Cruz County Regional Transportation Commission, RTC SAFE (including their inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives) all of whom are hereinafter referred to as "Indemnitees," and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, contractor's operations to be performed under this contract, including, but not limited to:

- A. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of contractor, Indemnitees, or any subcontractor, or damage to property of anyone including the Work itself (including loss of use thereof), caused or alleged to be caused in whole or in

part by any negligent act or omission of contractor, Indemnitees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

- B. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of contractor;
- C. Alleged infringement of any patent rights which may be brought arising out of contractor's work;
- D. Claims and liens for labor performed or materials used or furnished to be used on the Work, including all incidental or consequential damages from such claims or liens;
- E. Contractor's failure to fulfill any of the covenants set forth in the contract;
- F. Failure of contractor to comply with the provisions of the contract relating to insurance; and,
- G. Any violation or infraction by contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in the contract.

Contractor's indemnification of RTC SAFE will not include indemnification for claims which arise as the result of the active negligence of RTC SAFE, or the sole negligence or willful misconduct of RTC SAFE, its agents, servants or independent contractors who are directly responsible to RTC SAFE, or for defects in design furnished by such persons.

## **INSURANCE**

Insurance shall conform to the following requirements: The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his/her agents, representatives, employees or subcontractors. Such insurance shall not be construed to relieve the contractor of any liability in excess of such coverage. The cost of such insurance shall be included in the contract price.

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
  - 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and accepted by RTC SAFE. At the option of the RTC SAFE, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects RTC SAFE, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Contractor's insurance policies shall not condition the insurer's duty to defend or indemnify any insured or additional insured, on any act by the contractor, named insured or additional insured. Contractor shall perform all acts required by it under contractor's insurance policies.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage
  - i. The State of California, Santa Cruz County Regional Transportation Commission, RTC SAFE and their officers, officials, employees, volunteers, consultants and subconsultants, all of whom are collectively refer to hereinafter as "Additional Insureds", are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contractor; products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

- ii. The contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the contractor's insurance and shall not contribute with it.
    - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insureds.
    - iv. The contractor's coverage applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 2. Workers' Compensation and Employers Liability Coverage  
The insurer shall agree to waive all rights of subrogation against the Additional Insureds for losses arising from work performed by contractor for RTC SAFE.
  - 3. All Coverage  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the RTC SAFE.
- E. Acceptability of Insurers  
Insurance is to be placed with admitted insurers with a Best's rating of no less than A:VII.
- F. Verification of Coverage  
Contractor shall furnish RTC SAFE with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and accepted by the RTC SAFE before work commences. RTC SAFE reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Subcontractors  
Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

RTC SAFE may take any steps as are necessary to assure contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish RTC SAFE with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the contractor fails to maintain any insurance coverage required, RTC SAFE may, but is not required to,

maintain this coverage and charge the expense to the contractor or terminate contractor's control over the work. The required insurance shall be subject to the review and acceptance of RTC SAFE, but any acceptance of insurance certificates by RTC SAFE shall in no way limit or relieve the contractor of the contractor's duties and responsibilities under the contract to indemnify, defend and hold harmless Indemnitees. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the contractor for liability in excess of such coverage, nor shall it preclude RTC SAFE from taking other actions as is available to it under any other provision of the contract or law. Failure of RTC SAFE to enforce in a timely manner any of the provisions of this (or any other) section shall not act as a waiver to enforcement of any of these provisions at a later date.

All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County Regional Transportation RTC SAFE**  
**Attn: Yesenia Parra**  
**1523 Pacific Avenue**  
**Santa Cruz, CA 95060**

### **MISCELLANEOUS PROVISIONS**

Nothing contained in the contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of these contract, nor is any term, condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

This contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of contractor, and to the successors in interest of RTC SAFE, in the same manner as if such parties had been expressly named herein.

This contract shall be governed by the laws of the State of California.

If any one or more of the provisions contained in the contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof.

The contract may only be modified by a written instrument signed by both parties.

The provisions of the contract shall be included in all subcontracts.

Section headings and titles are for convenience only.

**PUBLIC CONTRACT CODE SECTION 20104, ET SEQ.**

Public Contract Code section 20104, et seq., requires that the following language be set forth in the specifications:

§ 20104. Application of article; provisions included in plans and specifications

- (i) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (ii) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.
- (iii) The provisions of this article or a summary thereof shall be set forth in the plans or specification for any work which may give rise to a claim under this article.
- (iv) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

- (v) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (vi) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the

claim or relating to defenses to the claim the local agency may have against the claimant.

- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (vii)
- (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (viii) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (ix) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is

denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

- (x) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (ii)
  - (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
  - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not

obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

- (4) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6. Payment on undisputed portion of claim; interest on arbitration awards or judgments**

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**PUBLIC CONTRACT CODE SECTION 20104.50**

20104.50. (a)

(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.



## Call Box Requirements: Appearance, Functionality and Equipment

Call boxes are considered to be properly functioning when all equipment included in the Plans and Specifications is employed and maintained to meet the operational and site requirements listed below. If the Call Box Requirements listed below are not met, then a corrective maintenance visit is required; unless otherwise noted. Call boxes should be tested to meet Call Box Requirements during preventive maintenance visits.

### **FUNCTIONALITY REQUIREMENTS**

<b>Requirements</b>	<b>Comments</b>
<b>1.0 OPERATIONAL REQUIREMENTS</b>	
• Handset sits in cradle properly	
• Ringing is heard	
• Full duplex communication is established	
• Audio quality good	
• Location data verified by CAC	
• Sign Number verified with CAC	
• Phone number verified with CAC	
• Terminate command received by call box	
• TTY buttons initiate call	
• TTY display is visible	
• TTY Lite initiated/terminated	
• Keys provide feedback	
<b>2.0 VISUAL REQUIREMENTS</b>	
• Call box orientation correct	
• Outer door functions properly	
• Housing parts and face plate secure	
• Pole secure in ground	
• User instructions attached	
• Handset retaining mechanism functions	
• Handset cable armored	
• Anti-theft label attached	
• Weep hole clear	
• Handset is hearing aid compatible	
• Tamper-proof hardware used on solar panel	
• Solar panel hardware secure	

<ul style="list-style-type: none"> <li>• Solar panel correctly oriented and clear</li> </ul>	Contractor is responsible for informing RTC that panels are obstructed by foliage.
<ul style="list-style-type: none"> <li>• Housing color between Pantone® yellow no. FL100 and FL123</li> </ul>	
<ul style="list-style-type: none"> <li>• Identification and TTY signs attached and correctly oriented</li> </ul>	
<ul style="list-style-type: none"> <li>• Contrast of letters on signs meets sign requirements</li> </ul>	
<ul style="list-style-type: none"> <li>• Call box and signs are free from graffiti</li> </ul>	
<b>3.0 SITE INSPECTION</b>	
<ul style="list-style-type: none"> <li>• Handrail constructed and installed properly</li> </ul>	
<ul style="list-style-type: none"> <li>• Immediate Area around site not obstructed</li> </ul>	
<ul style="list-style-type: none"> <li>• Call box and site surface are compliant to ADA</li> </ul>	
<ul style="list-style-type: none"> <li>• Site retaining/foundation wall construction is stable</li> </ul>	
<ul style="list-style-type: none"> <li>• Breakaway base orientation correct</li> </ul>	
<ul style="list-style-type: none"> <li>• Pad and path height and alignment compliant to ADA</li> </ul>	
<ul style="list-style-type: none"> <li>• Site clear of debris</li> </ul>	
<b>4.0 VIRTUAL HOLD TESTING</b>	
<ul style="list-style-type: none"> <li>• Virtual hold functions properly</li> </ul>	
<ul style="list-style-type: none"> <li>• Full duplex dropped</li> </ul>	
<ul style="list-style-type: none"> <li>• Feedback heard in handset</li> </ul>	
<ul style="list-style-type: none"> <li>• Beep heard in handset</li> </ul>	
<ul style="list-style-type: none"> <li>• Full duplex reestablished</li> </ul>	
<ul style="list-style-type: none"> <li>• Call connect light works</li> </ul>	
<b>5.0 SONALERT TESTING</b>	
<ul style="list-style-type: none"> <li>• Sonalert initiates properly</li> </ul>	
<ul style="list-style-type: none"> <li>• Sonalert audible to 100+ decimal</li> </ul>	
<ul style="list-style-type: none"> <li>• Sonalert terminates properly</li> </ul>	

**SYSTEM SPECIFICATIONS**

Unless approved by the RTC SAFE Program Manager, all materials used in the call boxes must match materials currently in use in RTC call boxes.

I:\SAFEProjects\call box\Maintenance\2012MaintenanceContract\DraftRFP\Atta-1Requirements.docx

ATTACHMENT A-2  
Call Box Improvements

Sign Number	Current Site Type	Site Change (Site Type)	Pad Replace Y/N	Path (Length) IN FEET	Relocate (location) Y/N	Comments
SZ-001-0008	F	--	--	--	--	ADA Compliant
SZ-001-0009	F	--	--	--	--	ADA Compliant
SZ-001-0018	L	--	--	--	--	ADA Compliant
SZ-001-0019	A	L	--	--	Y	Offset signs
SZ-001-0026	L	--	--	--	--	ADA Compliant
SZ-001-0027	L	--	--	--	--	ADA Compliant
SZ-001-0036	L	--	--	--	--	ADA Compliant
SZ-001-0037	F	--	--	--	--	ADA Compliant
SZ-001-0044	F	--	--	--	--	ADA Compliant
SZ-001-0045	L	--	--	--	--	ADA Compliant
SZ-001-0052	L	--	--	--	--	ADA Compliant
SZ-001-0053	L	--	--	--	--	ADA Compliant
SZ-001-0062	L	--	--	--	--	ADA Compliant
SZ-001-0063	G	L	--	--	Y	Offset Signs
SZ-001-0066	L	--	--	--	--	ADA Compliant
SZ-001-0067	L	--	--	--	--	ADA Compliant
SZ-001-0074	L	--	--	--	--	ADA Compliant
SZ-001-0075	L	--	--	--	--	ADA Compliant
SZ-001-0078	L	--	--	--	--	ADA Compliant
SZ-001-0079	L	--	--	--	--	ADA Compliant
SZ-001-0088	L	--	--	--	--	ADA Compliant
SZ-001-0089	A	M	--	--	Y	
SZ-001-0099	A	M	--	--	Y	
SZ-001-0100	M	--	--	--	--	ADA Compliant
SZ-001-0104	M	--	--	--	--	ADA Compliant
SZ-001-0107	C	A	Y	--	--	
SZ-001-0112	M	--	--	--	--	ADA Compliant
SZ-001-0113	A	A	Y	--	--	
SZ-001-0116	M	--	--	--	--	ADA Compliant

Sign Number	Current Site Type	Site Change (Site Type)	Pad Replace Y/N	Path (Length) IN FEET	Relocate (location) Y/N	Comments
SZ-001-0117	A	M	--	--	Y	
SZ-001-0126	A	A	Y	--	--	
SZ-001-0129	A	M	--	--	Y	
SZ-001-0136	A	A	Y	--	--	
SZ-001-0137	A	M	--	--	Y	
SZ-001-0142	F	A or M	--	4	Y	Relocate past guard rail
SZ-001-0143	A	M	--	--	Y	
SZ-001-0156	M	--	--	--	--	ADA Compliant
SZ-001-0157	M	--	--	--	--	ADA Compliant
SZ-001-0160	L	--	--	--	--	ADA Compliant
SZ-001-0161	L	--	--	--	--	ADA Compliant
SZ-001-0206	A	A	Y	--	--	
SZ-001-0217	A	A	--	--	Y	Relocate past dike
SZ-001-0237	A	L	--	--	Y	Offset Signs
SZ-001-0242	A	A or M	Y	--	Y	
SZ-001-0243	A	A	--	25	--	
SZ-001-0249	M	--	--	--	--	ADA Compliant
SZ-001-0262	A	A or M	Y	--	--	
SZ-001-0273	A	A	--	8	--	
SZ-001-0283	A	A	--	30	--	
SZ-001-0288	A	A or M	--	--	Y	
SZ-001-0296	A	A	--	3	--	
SZ-001-0313	A	A	--	10	--	
SZ-001-0318	M	--	--	--	--	ADA Compliant
SZ-001-0327	A	A	--	30	--	
SZ-001-0343	B	A	--	27	--	
SZ-001-0353	A	A	--	8	--	
SZ-001-0364	A	M	--	10	--	
SZ-009-0008	A	A or M	Y	--	--	

Sign Number	Current Site Type	Site Change (Site Type)	Pad Replace Y/N	Path (Length) IN FEET	Relocate (location) Y/N	Comments
SZ-009-0026	A	A or M	Y	--	--	
SZ-009-0031	A/HR	A or M	Y	--	--	
SZ-009-0038	G	--	--	--	--	ADA Compliant
SZ-009-0044	C	A or M	--	--	--	Remove wood
SZ-009-0167	A	A or M	Y	--	Y	
SZ-009-0187	A	A or M	Y	--	Y	
SZ-009-0203	A	A or M	Y	--	Y	
SZ-009-0209	A	A or M	Y	--	Y	
SZ-009-0222	A	A or M	--	--	Y	
SZ-009-0234	B	A or M	--	--	Y	
SZ-009-0245	A	A or M	--	--	Y	
SZ-009-0252	G	L	--	--	Y	
SZ-009-0263	M	M	Y	--	--	
SZ-009-0268	M	M	Y	--	Y	
SZ-017-0014	A	A or M	--	--	Y	
SZ-017-0015	F	--	--	--	--	ADA Compliant
SZ-017-0020	A	A or M	--	--	Y	
SZ-017-0026	L	L	--	--	Y	
SZ-017-0027	A	A or M	--	--	Y	
SZ-017-0038	B	L	--	--	Y	Minimize retaining structure
SZ-017-0039	A	A or M	--	--	Y	
SZ-017-0046	A	L	--	--	Y	Offset signs
SZ-017-0047	C	L	--	--	Y	Remove landing and rail and offset signs
SZ-017-0052	A	A or M	--	--	Y	
SZ-017-0053	A	A or M	--	--	Y	
SZ-017-0059	A	A or M	--	--	Y	Relocate past guard rail
SZ-017-0062	A	L	--	--	Y	Offset signs
SZ-017-0066	L	L	--	--	Y	
SZ-017-0068	A	L	--	--	Y	Offset signs

Sign Number	Current Site Type	Site Change (Site Type)	Pad Replace Y/N	Path (Length) IN FEET	Relocate (location) Y/N	Comments
SZ-017-0069	A	A or M	--	--	Y	
SZ-017-0073	A	A or M	Y	--	--	
SZ-017-0076	A	A or M	--	--	Y	
SZ-017-0079	A	A or M	--	--	Y	
SZ-017-0082	F	--	--	--	--	ADA Compliant
SZ-017-0086	M	L	--	--	Y	Check for access from turnout or relocate as Site Type A or M
SZ-017-0087	F	--	--	--	--	ADA Compliant
SZ-017-0089	M	M	--	--	Y	
SZ-017-0094	G	A or M	--	--	Y	
SZ-017-0095	F	--	--	--	--	ADA Compliant
SZ-017-0097	A	M	--	--	Y	Check for access from turnout
SZ-017-0098	A	A or M	--	--	Y	Relocate pass dike
SZ-017-0103	F	--	--	--	--	ADA Compliant
SZ-017-0105	A	A or M	--	--	Y	
SZ-017-0106	A	M	--	--	Y	
SZ-017-0108	M	M	--	--	Y	
SZ-017-0113	M	F	--	--	Y	
SZ-017-0116	F	F	--	--	Y	Offset signs
SZ-017-0117	A	A	Y	--	--	
SZ-017-0123	L	A	--	--	Y	Relocate to pullout
SZ-017-125	F	--	--	--	--	ADA Compliant
SZ-129-18	F	M	--	--	Y	
SZ-129-32	A/HR	A or M	--	--	Y	
SZ-129-38	A	A or M	--	--	Y	
SZ-129-52	A/HR	A or M	--	--	Y	
SZ-129-62	A	A or M	--	15	--	
SZ-129-68	A	A or M	--	15	--	
SZ-129-72	A/HR	A or M	--	--	Y	

Sign Number	Current Site Type	Site Change (Site Type)	Pad Replace Y/N	Path (Length) IN FEET	Relocate (location) Y/N	Comments
SZ-129-92	A	A or M	--	5	--	
SZ-129-98	A	A	Y	--	--	
SZ-152-36	A	A	Y	--	--	
SZ-152-49	A	A	Y	--	--	
SZ-152-63	A	A	Y	--	--	
SZ-152-69	B	A	--	5	--	
SZ-152-79	A	M	--	--	Y	
<b>TOTAL</b>	<b>122</b>	<b>86</b>	<b>22</b>	<b>195</b>	<b>56</b>	<b>36</b>

122 Call Box Sites total. 36 Sites are ADA compliant.

Improve access for 86 sites: relocate 56 sites, replace 22 Pads, create 195 feet of paths.



ATTACHMENT A-3  
**CALL BOX SITE TYPES**



Site Type A – installed at-grade, in soil.



Site Type B – installed in a cut-slope.



Site Type C – installed on an in-fill slope.



Site Type D – mounted on a soundwall.



Site Type E – installed behind a k-rail or concrete barrier



Site Type F – installed behind a guard rail.



Site Type G – installed at-grade, in concrete.



Site Type H or K – installed on a k-rail or concrete barrier.

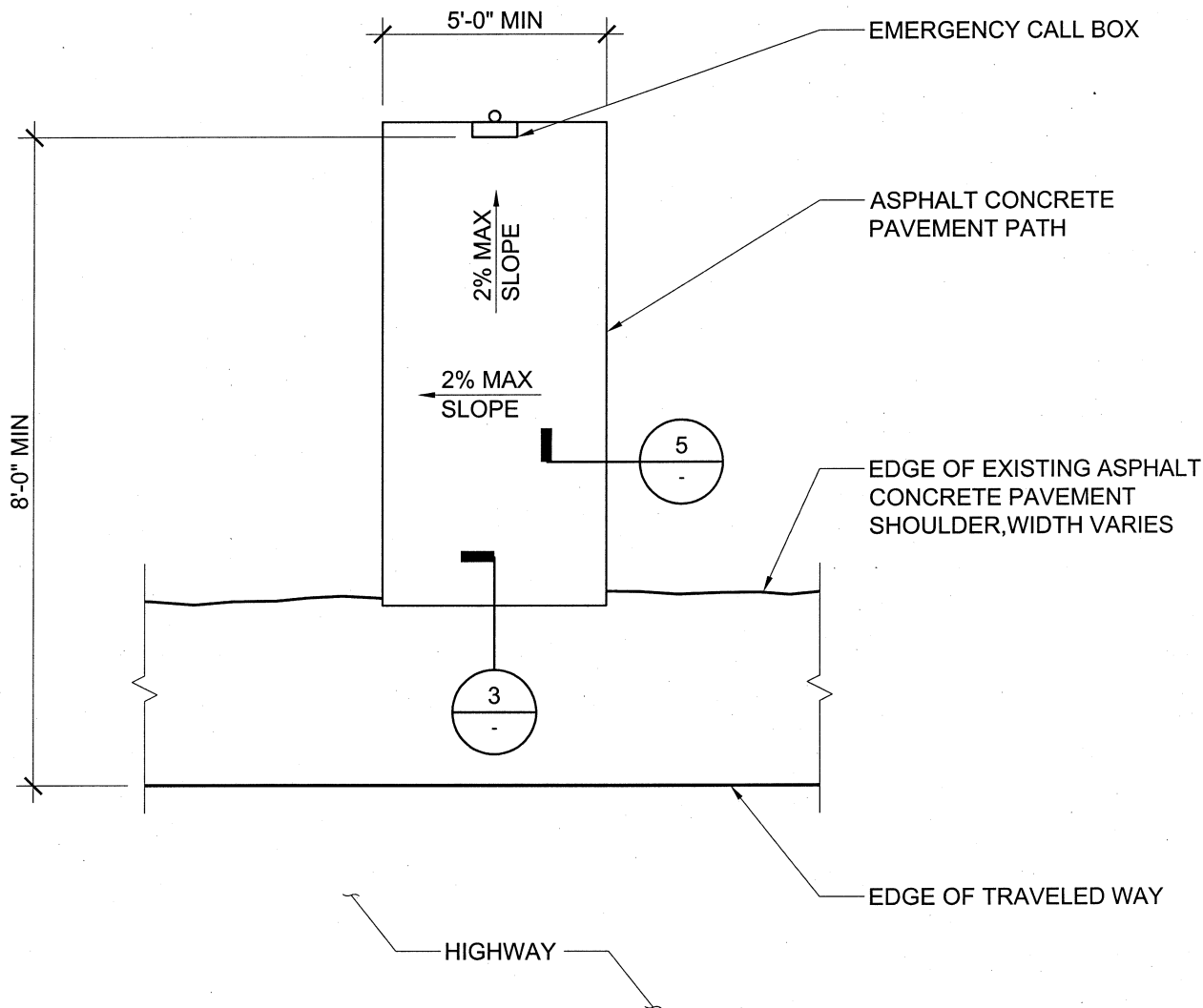


Site Type L – installed behind a curb.



Site Type M – same as a Site Type F, except no guard rail.





# ASPHALT CONCRETE PAVEMENT PATH TO CALL BOX

SCALE: 1/4" = 1'-0"

1

S1

EMERGENCY CALL BOX  
ADA ACCESSIBILITY PATH DETAILS

PREPARED AT THE REQUEST OF

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY

1523 PACIFIC AVENUE

DATE ISSUED: 03/06/12

Santa Cruz County Call Box Maintenance and Improvements Request for Proposals, 2012



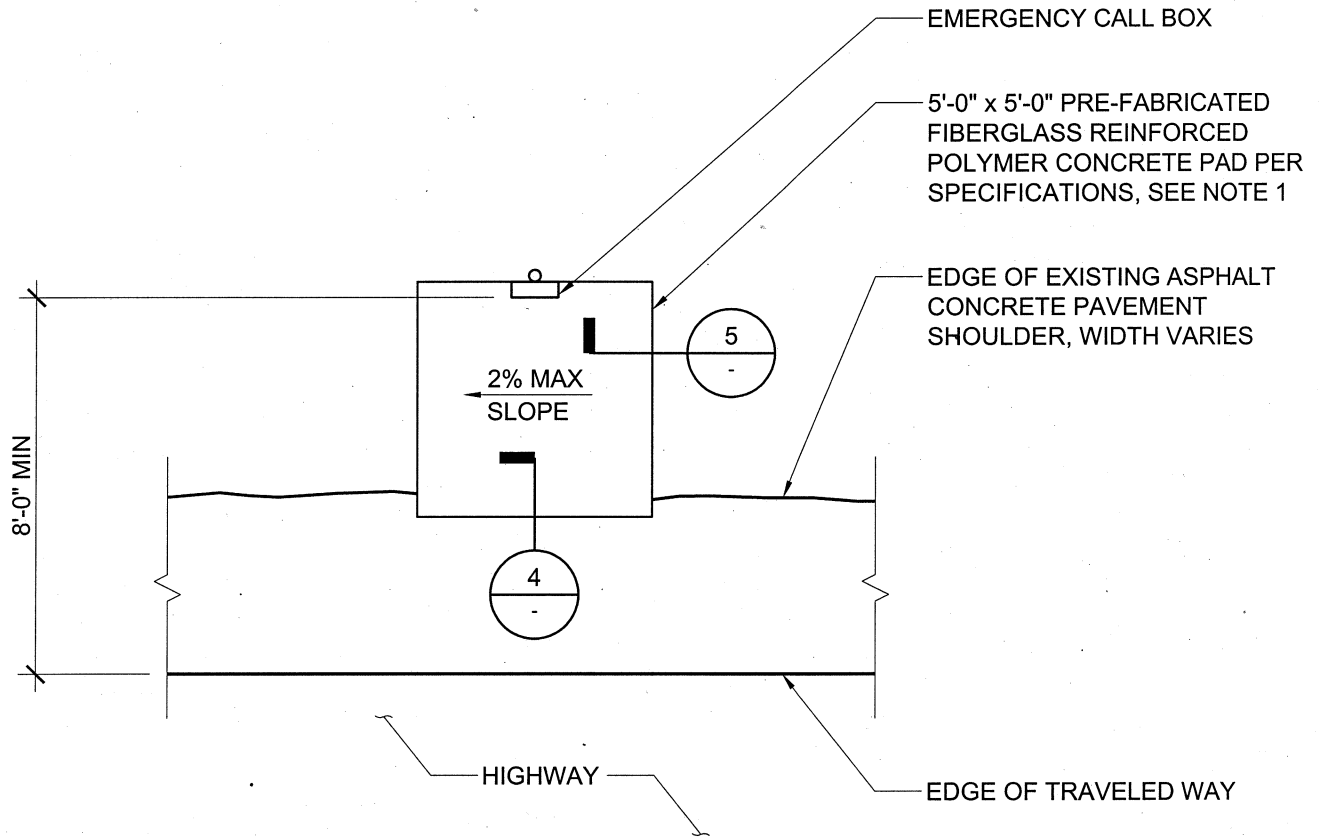
**Mesiti-Miller Engineering, Inc.**  
Civil and Structural Engineering  
224 Walnut Avenue, Suite B • Santa Cruz, CA 95060  
Phone 831-426-3186 • Fax 831-426-6607

DRAWN BY: GR

CHECKED BY: AR

JOB NUMBER: 12103

Page 63




**NOTES:**

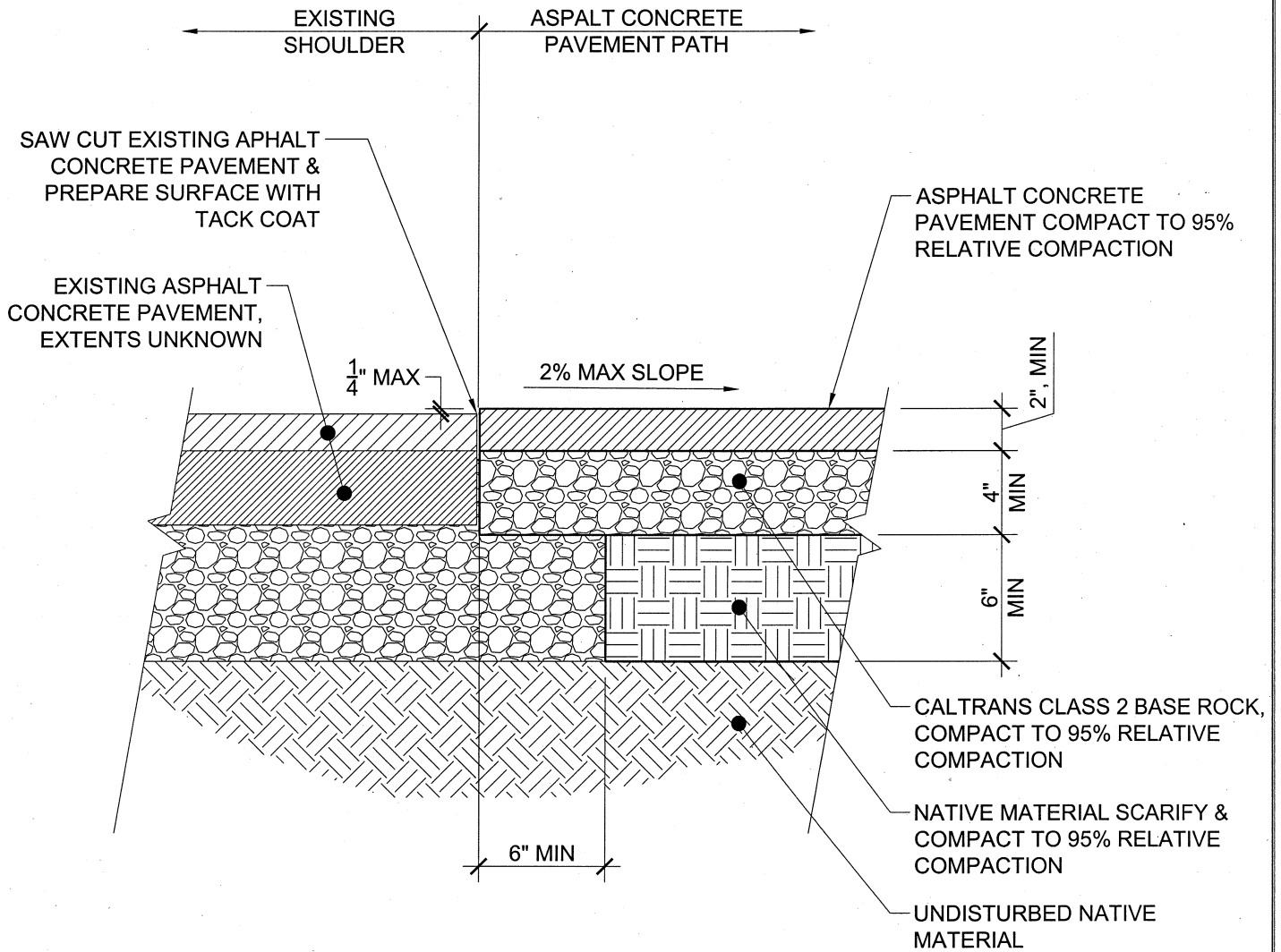
1. PAD SURFACE SHALL HAVE A COEFFICIENT OF FRICTION NOT LESS THAN 0.35 AS DETERMINED BY CALIFORNIA TEST METHOD 342.

# PRE-FABRICATED PAD TO CALL BOX

SCALE: 1/4" = 1'-0"

2


<p><b>S2</b></p> <p>DATE ISSUED: 03/06/12          Santa Cruz County Call Box Maintenance and Improvements Request for Proposals, 2012</p>	<p><b>EMERGENCY CALL BOX          ADA ACCESSIBILITY PATH DETAILS</b></p>	 <p><b>Mesiti-Miller Engineering, Inc.</b>          Civil and Structural Engineering          224 Walnut Avenue, Suite B • Santa Cruz, CA 95060          Phone 831-426-3188 • Fax 831-426-0607</p>	<p>DRAWN BY: GR</p>
	<p>PREPARED AT THE REQUEST OF          SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY          1523 PACIFIC AVENUE</p>		<p>CHECKED BY: AR</p> <p>JOB NUMBER: 12103          Page 64</p>

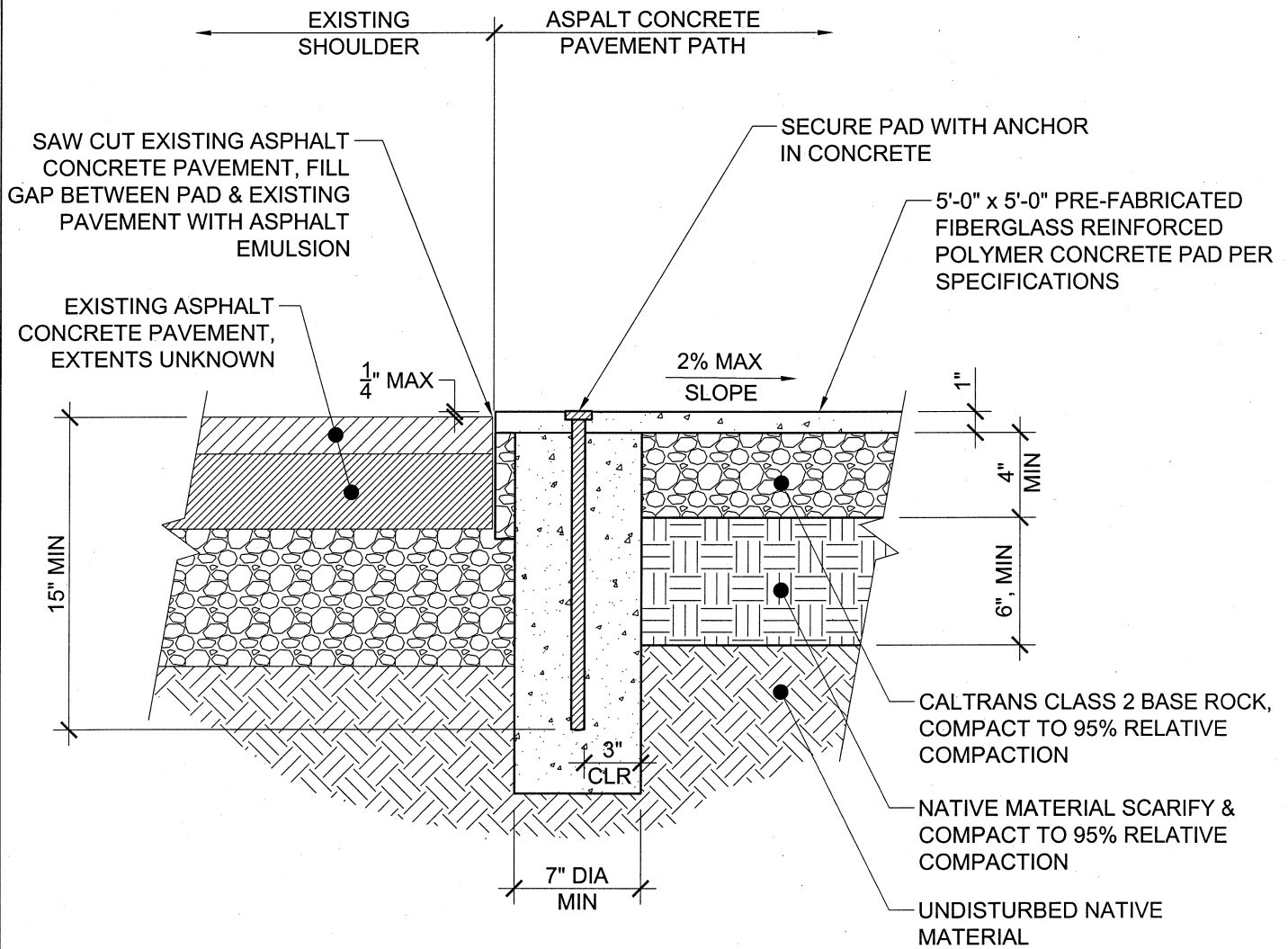


# AC PAVEMENT PATH TRANSITION TO EXISTING SHOULDER

SCALE: 1 1/2" = 1'-0"

3


<p><b>S3</b></p> <p>DATE ISSUED: 03/06/12</p> <p><i>Santa Cruz County Call Box Maintenance and Improvements Request for Proposals, 2012</i></p>	<p><b>EMERGENCY CALL BOX ADA ACCESSIBILITY PATH DETAILS</b></p> <p>PREPARED AT THE REQUEST OF</p> <p>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY 1523 PACIFIC AVENUE SANTA CRUZ, CA 95060</p>	 <p><b>Mesiti-Miller Engineering, Inc.</b> Civil and Structural Engineering 224 Walnut Avenue, Suite 81 • Santa Cruz, CA 95060 Phone 831-426-3186 • Fax 831-426-6607</p>	<p>DRAWN BY: GR</p>
	<p><small>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY</small></p>		<p>CHECKED BY: AR</p> <p>JOB NUMBER: 12103</p> <p><b>Page 65</b></p>

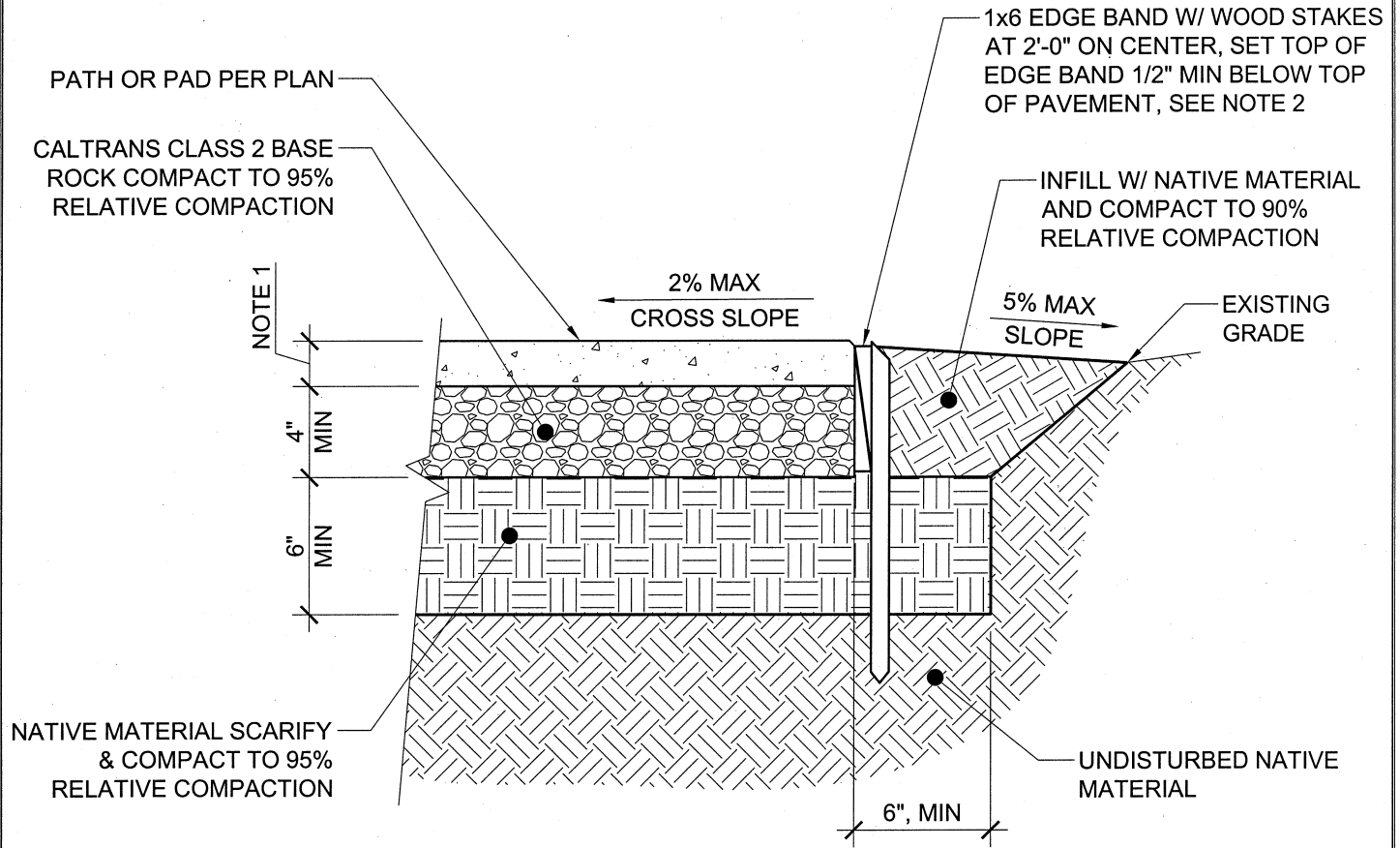


# PRE-FABRICATED PAD TRANSITION TO EX SHOULDER

SCALE: 1 1/2" = 1'-0"

4

<p><b>S4</b></p> <p>DATE ISSUED: 03/06/12</p>	<p><b>EMERGENCY CALL BOX ADA ACCESSIBILITY PATH DETAILS</b></p> <p>PREPARED AT THE REQUEST OF</p> <p>SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY 1523 PACIFIC AVENUE SANTA CRUZ, CA 95060</p>	 <p><b>Mesiti-Miller Engineering, Inc.</b> Civil and Structural Engineering 224 Walnut Avenue, Suite 51 • Santa Cruz, CA 95060 Phone 831-426-3186 • Fax 831-426-6607</p>	<p>DRAWN BY: GR</p>
	<p>Santa Cruz County Call-Box Maintenance and Improvements Request for Proposals, 2012</p>		<p>CHECKED BY: AR</p> <p>JOB NUMBER: 12103</p>



**NOTES:**

1. ASPHALT CONCRETE PATH MIN 2" THICK OR PREFABRICATED PAD 1" THICK
2. EDGE BAND NOT REQUIRED FOR PRE-FABRICATED PAD.

# CROSS-SECTION PATH AND PAD

SCALE: 1 1/2" = 1'-0"

5

<p style="font-size: 24px; margin: 0;">S5</p> <p style="font-size: 8px; margin: 0;">DATE ISSUED: 02/06/12</p>	<p style="margin: 0;"><b>EMERGENCY CALL BOX ADA ACCESSIBILITY PATH DETAILS</b></p>	<p style="font-size: 8px; margin: 0;"><b>Mesiti-Miller Engineering, Inc.</b> Civil and Structural Engineering 224 Walnut Avenue, Suite 91 • Santa Cruz, CA 95060 Phone 831-426-3186 • Fax 831-426-6607</p>	DRAWN BY: GR
	<p style="margin: 0;">PREPARED AT THE REQUEST OF SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY 1523 PACIFIC AVENUE SANTA CRUZ, CA 95060</p>		CHECKED BY: AR
<p style="margin: 0;">Santa Cruz County Call Box Maintenance and Improvements Request for Proposals, 2012</p>			JOB NUMBER: 12103



## ATTACHMENT B

Contract No. \_\_\_\_\_

### INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this, July 1, 2012 by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION SERVICE AUTHORITY FOR FREEWAY EMERGENCIAS hereinafter called RTC SAFE, and \_\_\_\_\_, hereinafter called CONTRACTOR. The parties agree as follows:

**1. DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results:

A. Provide all technical and professional services, including labor, material equipment, transportation, supervision and expertise necessary to ensure proper functioning of all call boxes and equipment as specified in **Attachment B-1: Call Box Requirements** for one hundred percent of call boxes operated by the RTC SAFE.

B. Fully and adequately provide maintenance as specified in **Attachment B-2: Scope of Work**, which by this reference is incorporated herein.

C. Conduct Site Improvements to bring Santa Cruz County call boxes into compliance with Americans with Disabilities Act (ADA) of 1990 requirements and maintain this compliance as specified in **Attachment B-2: Scope of Work**.

D. Provide necessary support to the RTC SAFE and its designated cellular service contractor to ensure that the call box equipment is able to connect to cellular service in locations where cellular service is available and trouble shoot potential cellular service issues.

E. Provide necessary support to the RTC SAFE and its designated call answering center to ensure that the call boxes are programmed to call the appropriate call answering center phone number.

F. Maintain data for all call boxes operated by the RTC SAFE including: site type, location, maintenance, maintenance history and call activity and provide call box data to the RTC SAFE as specified in **Attachment B-2: Scope of Work**.

### **2. COMPENSATION.**

A. Fees: In consideration of CONTRACTOR accomplishing said result the RTC SAFE agrees to pay CONTRACTOR based on a combination of a Monthly Flat Fee per in service call box and Time and Material basis. The Monthly Flat Fee per in service call box and the assumptions on which it is based are as set forth in **Attachment B-3: Monthly Flat Fee Schedule**, attached hereto and incorporated by this reference. Time and Material Costs are set forth in **Attachment B-4: Time and Materials Basis Fee Schedule**, attached hereto and incorporated by this reference and will be paid for activities approved by the RTC SAFE and not included in the Monthly Flat Fee per call box. All such fees and costs, where applicable, include all costs of labor, materials, equipment, tools, machinery, utilities, transportation, license or permit fees, overhead and profit and all other services necessary for proper execution and completion of work.

B. Method of Payment: Monthly Flat Fee per call box and Time and Material Costs will be invoiced on a monthly basis by CONTRACTOR to the RTC SAFE. Invoices for Time and Materials Costs for ADA Improvements and any other projects that are based on Time and Materials will be paid minus 5% retention. All retained funds will be released to the CONTRACTOR upon project completion. Information, including, but not limited to, date of service, total and frequency of call boxes serviced and the tasks (maintenance or other) completed during the invoice period will accompany each invoice. The CONTRACTOR shall provide itemized invoices for knockdown events to assist RTC SAFE in cost recovery efforts from motorists who damage call boxes. Payment of the approved portion of an invoice shall be made to CONTRACTOR by the RTC SAFE within thirty (30) calendar days following RTC SAFE receipt of the invoice.

C. Approval of Work: Compensation will be provided for work approved by the RTC SAFE Program Manager. Approved work is considered those activities which result in the call box achieving all the Call Box Requirements included in **Attachment B-1: Call Box Requirements**. If upon completion of work the call box does not meet all Call Box Requirements included in **Attachment B-1: Call Box Requirements**, the work will not be approved by the RTC SAFE Project Manager, unless otherwise negotiated. Compensation will not be provided for services that are not performed in accordance with the **Attachment B-2: Scope of Work** (including reporting requirements) and not included in the Monthly Flat Fee or not approved in writing (electronic email) by the RTC SAFE Program Manager prior to its initiation.

D. Securities in Lieu of Retention: Upon the Contractor's request, RTC SAFE will make payment of funds withheld from progress payments to ensure performance of the Agreement if the Contractor deposits in escrow with RTC SAFE, or with a bank acceptable to RTC SAFE, securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the Agreement, the securities shall be returned to the Contractor.

Alternatively, upon the Contractor's request, RTC SAFE will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Agreement, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from RTC SAFE.

Alternatively, and subject to the acceptance by RTC SAFE, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by RTC SAFE under subdivision (c) of Section 10263 of the Public Contract Code, RTC SAFE will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retentions with the escrow agent in excess of the coverage

provided to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by the Contractor and RTC SAFE.

The escrow agreement used pursuant to this Section shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in Section 10263 of the Public Contract Code, deemed as incorporated herein by reference.

The Contractor shall obtain the written consent of the surety to the escrow agreement, and furnish such written consent to RTC SAFE before RTC SAFE shall execute the escrow agreement.

Within ten days after completion of the work of improvements, RTC SAFE shall record a notice of completion with the County Recorder, County of Santa Cruz. Thirty-five days after recordation of the notice of completion, RTC SAFE shall pay Contractor the remaining retention, less all offsets.

**3. TERM.** The term of this contract shall be: through June 30, 2017 with the option at the sole discretion of RTC SAFE to extend the contract for up to 5 additional years.

#### **4. EARLY TERMINATION.**

A. Termination of Convenience. RTC SAFE may, by written notice stating the extent and effective date, terminate its Contract or any portion thereof, with the CONTRACTOR, for convenience, at any time, based on circumstances affecting the call box program, its funding, RTC SAFE or any other reason. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Contract immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to RTC SAFE. RTC SAFE shall pay the CONTRACTOR as full compensation for work performed prior to termination: (i) the Monthly Flat Fee for completed and accepted work, adjusted as provided in Attachment B-3, if applicable, (ii) the Time and Materials Cost in accordance with Attachment B-4 for completed and accepted work, not included in the Monthly Flat Fee and approved by the RTC SAFE and; (iii) reimbursement for costs incurred on incomplete work, provided that such costs are not otherwise recoverable from other sources by CONTRACTOR, and subject to the maximum payment for such work, if completed.

B. Termination for Default of CONTRACTOR. If CONTRACTOR becomes insolvent, assigns or subcontracts the work without RTC SAFE approval, does not perform the services specified in Attachment B-2, fails to perform in a manner called for, or fails to comply with any other provision of this Contract, RTC SAFE may terminate this Contract for default. Termination shall be effected by serving a

ten (10) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or propose a plan and schedule for curing the breach acceptable to RTC SAFE within the ten (10) day period, this Contract shall be deemed terminated and written notice to that effect shall be served upon the CONTRACTOR's surety. If CONTRACTOR's surety does not cure the breach or propose an acceptable plan and schedule for cure within ten (10) days of receiving the notice of termination, RTC SAFE may take possession of all project material and may let the unfinished work to another contract.

In the event of termination for default hereunder, CONTRACTOR shall be entitled to payment as provided in (a) above for services performed in accordance with the Contract only, offset by any costs or damages incurred by RTC SAFE Contract arising from Contractor's breach of the Contract.

Should CONTRACTOR be deemed terminated for default, CONTRACTOR may not submit a proposal or bid on the same project that it defaulted on should RTC SAFE rerelease the project.

If it is determined by RTC SAFE the CONTRACTOR's failure to perform resulted from unforeseeable causes beyond the control of CONTRACTOR, such as fire, flood, earthquake or other event that is not the fault of, or is beyond the control of CONTRACTOR, RTC SAFE may allow CONTRACTOR to continue to perform maintenance services, or treat the termination as a termination for convenience.

## **5. WARRANTY.**

A. Call box enclosures shall be guaranteed by CONTRACTOR against corrosion and fading for the period of this Contract. CONTRACTOR shall use preventive maintenance visits (as defined in Attachment B-2) to protect boxes from corrosion and fading. CONTRACTOR shall replace or repair any such defective enclosures in a timely and satisfactory manner. At the CONTRACTOR's discretion the CONTRACTOR may replace aluminum boxes with Lexan Call Boxes in areas where call boxes are demonstrating high corrosiveness. The Lexan call boxes will meet the same specifications as the Aluminum Boxes including but not limited to call connect light brightness and size, environmental specifications and functioning capabilities. If CONTRACTOR fails to eliminate corrosion or keep paint color within specific parameters, the RTC SAFE may perform the necessary Work and CONTRACTOR's sureties shall be liable for the cost therefore.

B. The CONTRACTOR warrants to RTC SAFE that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the contract documents for no less than one (1) year. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by RTC SAFE, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All installation repairs must be guaranteed for no less than one (1) year from the date of certification.

**6. GRANT OF LICENSE.** Should CONTRACTOR provide as part of its services under the Project any deliverable or part of a deliverable that contains software to which

CONTRACTOR or a third party to this Contract holds the copyright, CONTRACTOR hereby grants the RTC SAFE a perpetual non-exclusive, royalty free license to use such software in the context of the Project and/or warrants the existence of such a grant of license from the third party.

**7. PREVAILING WAGE REQUIREMENTS.** The work under this Contract is considered "public works," and therefore pursuant to Section 1700, and following, of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Santa Cruz County Regional Transportation Commission, 1523 Pacific Avenue, Santa Cruz, California CA 95060. A copy of the prevailing wage rates may also be available on the California Department of Labor website (<http://www.dir.ca.gov/dlsr/PWD/index.htm>). Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to RTC SAFE, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

The CONTRACTOR shall post a copy of the general prevailing rates per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein. The CONTRACTOR shall also keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California and these contract documents.

**8. EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(i) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such

action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(ii) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the RTC SAFE.

(iii) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**9. HARASSMENT.** The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

**10. FEDERAL, STATE AND LOCAL LAWS.** CONTRACTOR warrants that in the performance of this Contract, it shall comply with all applicable, current and future federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated hereunder.

**11. INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and RTC SAFE have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of RTC SAFE. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.), all payroll related taxes and all other laws and regulations governing such matters. CONTRACTOR is not entitled to any employee benefits. RTC SAFE agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Contract.

PRINCIPAL TEST: The CONTRACTOR rather than RTC SAFE has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (i) The extent of control which, by this Contract, RTC SAFE may exercise over the details of the work is slight rather than substantial; (ii) CONTRACTOR is engaged in a distinct occupation or business; (iii)

In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (iv) The skill required in the particular occupation is substantial rather than slight; (v) The CONTRACTOR rather than the RTC SAFE supplies the instrumentalities, tools and work place; (vi) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (vii) The method of payment of CONTRACTOR is by the job rather than by the time; (viii) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of RTC SAFE; (ix) CONTRACTOR and RTC SAFE believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (x) The RTC SAFE conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

**12. NONASSIGNMENT AND SUBCONTRACTS.** CONTRACTOR shall not assign the Contract without the prior written consent of the RTC SAFE. Any attempted assignment without prior written consent by RTC SAFE, is void.

**13. ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the material is prepared for and on behalf of the RTC SAFE.

**14. RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by RTC SAFE, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the RTC SAFE. Auditor-Controller, the Auditor General of the State of California, or the designee of either during CONTRACTOR's performance hereunder and for a period of five (5) years after final payment under this Contract. COMMISSION's right to audit books and records directly related to this Contract shall also extend to all subcontractors to this Contract.

**15. WORK PRODUCTS.** All material, data, information, and written, graphic or other work produced under this Contract is subject to the unqualified and unconditional right of the SCCRTC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the RTC is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this Contract terms that preserve the rights, interests, and obligations created by this section, and that identify the SCCRTC as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this Contract for any profit-making venture, or sell or grant rights to a third party for that purpose.

**16. DRUG-FREE WORKPLACE.** CONTRACTOR shall comply with the provisions of Government Code § 8350 *et seq.*, the Drug-Free Workplace Certification requirement and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.

**17. ATTACHMENTS.** This Contract includes the following documents, all of which are incorporated herein by reference:

**Attachment B-1:** Call Box Requirements and Specifications

**Attachment B-2:** Scope of Work

**Attachment B-3:** Monthly Flat Fee Schedule

**Attachment B-4:** Time and Material Basis Fee Schedule

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**1. CONTRACTOR**

**3. SANTA CRUZ COUNTY REGIONAL  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
SIGNED  
\_\_\_\_\_  
PRINTED

By: \_\_\_\_\_  
SIGNED  
\_\_\_\_\_  
PRINTED

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (      ) \_\_\_\_\_

Fax: (      ) \_\_\_\_\_

Email: \_\_\_\_\_

**2. APPROVED AS TO INSURANCE:**

**4. APPROVED AS TO FORM:**

\_\_\_\_\_  
Administrative Services Officer

\_\_\_\_\_  
COMMISSION Counsel

DISTRIBUTION:

- *RTC Fiscal & Project Manager*
- *Contractor*

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**ATTACHMENT B-1.**

**CALL BOX REQUIREMENTS AND SPECIFICATIONS**

**[PLACEHOLDER- SEE ATTACHMENT A-1]**

**ATTACHMENT B-2.**

**SCOPE OF WORK**

**[PLACEHOLDER- SEE ATTACHMENT A]**

**ATTACHMENT B-3.**

**MONTHLY FLAT FEE SCHEDULE**

**[PLACEHOLDER- TO BE PROPOSED]**

**ATTACHMENT B-4.**

**TIME AND MATERIAL BASIS FEE SCHEDULE**

**[PLACEHOLDER- TO BE PROPOSED]**

**ATTACHMENT C**

**PROPOSAL FORMS**



**FORM C-1  
REFERENCE FORM**

Name of Bidding Company \_\_\_\_\_  
Representative Name & Title \_\_\_\_\_  
Phone Number \_\_\_\_\_

References must not be relatives of the Contractor's representative or owners. The references given must be for clients with contracts of a similar work scope to this project. References given must be for clients which will provide references which satisfy the minimum requirements detailed in the Request for Proposals for Maintenance of Santa Cruz County Call Box System.

Contractor's References (Provide at least 3)

- 1. Client's Name** \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City & Zip Code \_\_\_\_\_  
Phone Number & Email \_\_\_\_\_
- 2. Client's Name** \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City & Zip Code \_\_\_\_\_  
Phone Number & Email \_\_\_\_\_
- 3. Client's Name** \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City & Zip Code \_\_\_\_\_  
Phone Number & Email \_\_\_\_\_



**FORM C-2  
SUBCONTRACTOR LIST**

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each proposer shall set forth in his or her proposal, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the prime contractor's total proposal. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her proposal.

	<u>Name/Address of Subcontractor</u>	<u>Description of Work</u>	<u>Estimated hours of work</u>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			



FORM C-3

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify on behalf of \_\_\_\_\_ that:  
(name and title of grantee official) (name of grantee)

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By \_\_\_\_\_ (Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)



## FORM C-4

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS** (THIRD PARTY CONTRACTS AND SUBCONTRACTS OVER \$25,000)

#### **Instructions for Certification:**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC SAFE may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC SAFE if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC SAFE for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC SAFE may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date	(Signature of authorized official)
	(Type/print name and title)



**FORM C-5**

**NON-COLLUSION AFFIDAVIT FOR CONTRACTOR OR SUBCONTRACTOR**

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of \_\_\_\_\_ (hereinafter referred to as (contractor) or (subcontractor))
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the County of Santa Cruz, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the Santa Cruz County Regional Transportation Commission or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, owners, representatives, employees, or parties in interest, including this affiant.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

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

License Number  
and Classification: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



**ATTACHMENT D**

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EMERGENCIES**

**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety, are held and firmly bound unto the Santa Cruz County Regional Transportation Commission Service Authority for Freeways and Emergencies, a municipal corporation of the State of California, hereinafter called RTC SAFE, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and no more, for the work described below, for the payments of which sum in lawful money of the United States of America well and truly to be made to the RTC SAFE, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents as herein above provided.

THAT WHEREAS, the Principal has entered into a contract with said RTC SAFE for the work of:

**CALL BOX MAINTENANCE AND IMPROVEMENTS**

NOW, THEREFORE, the condition of this obligation is such that if the above bounded Principal shall in all things stand to abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract agreed on his/her or their part to be kept and performed at the time and in the manner herein specified, and shall indemnify and save harmless RTC SAFE, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue to guarantee Contractor's faithful performance of its obligations in the Contract, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the court.

The Surety herein, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same shall in any manner affect its obligations on this bond, and said Surety does hereby waive notice of any such change, extension, alteration or addition. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY INFORMATION:

Contact Person: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax no. : (\_\_\_\_\_) \_\_\_\_\_

NOTE: (1) Signatures of those executing for the Surety must be properly acknowledged.

(2) This Bond must be in an amount equal to 100% of the amount Bid.

**ATTACHMENT E**

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EMERGENCIES**

**PAYMENT (LABOR AND MATERIALS) BOND**

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that whereas, the Santa Cruz County Regional Transportation Commission Service Authority for Freeways and Emergencies, a municipal corporation of the State of California hereinafter referred to as RTC SAFE, has awarded: \_\_\_\_\_ hereinafter designated as the Principal, a contract for:

**CALL BOX MAINTENANCE AND IMPROVEMENTS**

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, provided that if said Contractor, or any of his/her or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such labor, the Surety of this bond will pay the same.

NOW, THEREFORE, we, \_\_\_\_\_

as Principal and \_\_\_\_\_,

as Surety, are held firmly bound unto RTC SAFE, in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and no more, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, as herein provided.

The condition of this obligation is such that, if said Principal, or his/her or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Title 15, Part 4, Third Division of the Civil Code of the State of California, commencing with Section 3082, and providing that the persons, companies or corporations so furnishing said materials, provisions, or other supplies, appliances or power used in, for or about the performance of the work contracted to be executed or performed, or any person, company, or corporation, renting, or hiring implements, or machinery, or power, for, or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefore, shall have complied with the provisions of said Title 15, the Surety, or Sureties, hereon will pay the same in an amount not exceeding the sum specified in his/her

or its bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety herein, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same, shall in any manner affect its obligation on this bond, and said Surety does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, the above bounden parties have executed this Instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. The name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SURETY INFORMATION:

Contact Person: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax no.: (\_\_\_\_\_) \_\_\_\_\_

- NOTE:
- (1) Signatures of those executing for the Surety must be properly acknowledged.
  - (2) This Bond must be in an amount equal to 100% of the amount Bid.