

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2016, by and between Town of Paradise Valley, hereinafter referred to as TOWN, and Power Tech Contracting LLC., hereinafter (Power Tech), whose principal place of business is located at 380 E Ray Rd, Gilbert AZ, 85296

WHEREAS, TOWN desires to employ Power Tech to perform traffic signal maintenance and provide emergency on call services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

### SECTION I – BASIC SERVICES

Power Tech shall provide the basic services described in Exhibit "A" the Scope of Work at the rate set forth in Exhibit "A," perform monthly maintenance per the check list Exhibit "B" to attached hereto and made a part hereof, and any other services reasonably required or incidental to performing the Scope of Work contemplated by this Agreement (hereinafter the "Scope of Services").

### SECTION II – ADDITIONAL SERVICES

If additional services are requested by TOWN, the Scope of Services within this Agreement may be modified, subject to mutual consent, by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule, and the compensation for such services.

### SECTION III – COMPENSATION

Power Tech will complete the proposed plan of work for the fee amounts and expense reimbursements described Exhibit A attached hereto and made a part hereof, with the total fees and expenses to be paid to Power Tech in the sum of thirty seven thousand, six hundred dollars (\$37,600.00). The terms of the contract shall be for a period of three (3) years and may be extended for two (2) supplemental one (1) year periods of up to a maximum of five (5) years.

### SECTION IV – INDEMNIFICATION

#### A. General

Each party hereto agrees to hold harmless the other party hereto from all damages, costs, or expenses in law and equity, including costs of suit, resulting from its own negligent acts, errors, omissions or its own willful misconduct.

TOWN hereby acknowledges that Power Tech has professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications.

### SECTION V – INSURANCE REQUIRED

Power Tech shall maintain, during the term of this contract, the following insurance:

Coverage

Minimum Limits

General Liability \$500,000 Combined Single Limit, per  
Comprehensive General Liability, occurrence and general aggregate  
Including:  
Premises and Operations  
Contractual Liability  
Personal-Injury Liability  
Independent Contractors  
Liability (if applicable)

Automotive Liability \$500,000 Combined Single Limit, per  
Comprehensive Automobile Liability occurrence  
(including, owned, non-owned & hired  
autos)

Workers' Compensation & Employer's Liability Statutory, \$1,000,000  
Workers' Compensation Insurance  
Employer's Liability

Professional Liability \$500,000 per claim and annual aggregate  
Professional Liability Insurance

#### **SECTION VI – INDEPENDENT CONTRACTOR STATUS**

Power Tech shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

#### **SECTION VII – SUSPENSION OF WORK**

TOWN may at any time, with fifteen (15) days written notice, suspend further work under this Agreement by Power Tech. All such suspensions shall extend the time schedule for performance, and Power Tech shall be paid for all services performed and reimbursable expenses incurred prior to the suspension date.

#### **SECTION VIII – TERMINATION**

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party of such termination. If this Agreement is terminated as provided herein, Power Tech will be paid an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services covered by this Agreement, less compensation previously paid.

#### **SECTION IX – COMPLIANCE WITH LAW**

Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder which, to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

#### **SECTION X – SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.



## SECTION XI – ATTORNEYS FEES

In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

## SECTION XII – RECORDS

Records of Power Tech including direct labor costs, payroll costs, and reimbursable expenses pertaining to the project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

## SECTION XIII – MISCELLANEOUS PROVISIONS

This Agreement is subject to the following general provisions:

- A. Power Tech shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.
- B. This Agreement shall be interpreted under the laws of the State of Arizona. The parties agree that the proper jurisdiction and venue for any proceeding arising out of this Agreement shall be in the State of Arizona, County of Maricopa.
- C. This Agreement comprises a final and complete statement of the understandings between the parties and supersedes all other communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. To the extent that any terms in the "Professional Services Agreement" attached as part of the Scope of Services conflict with the terms in this Agreement, the terms of this Agreement shall control. Additionally, sections 7, 14, 20, 25, and 28 of the "Professional Services Agreement" attached as part of the Scope of Services are deemed to be in conflict and are stricken from the Scope of Services.
- D. Any notices given pursuant to this Agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
- E. This Agreement is subject to the provisions of ARS § 38-511 regarding conflicts of interest. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Town or any of its departments or agencies, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
- F. **Legal Workers.** If and to the extent A.R.S. §41-4401 is applicable to this Agreement, Power Tech shall comply with laws regarding workers as follows:

Power Tech warrants to TOWN that Power Tech and all its subcontractors will comply with all federal immigration laws and regulations that relate to their

employees and that Power Tech and all its subcontractors now comply with the E-Verify Program under A.R.S. §23- 214(A).

A breach of the foregoing warranty by Power Tech shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

TOWN retains the legal right to inspect the papers of any employee of Power Tech or any subcontractor who works on this Agreement to ensure that they or the subcontractor is complying with the warranty given above.

TOWN may conduct random verification of Power Tech and its subcontractors' employment records to ensure compliance with the warranty given above.

Power Tech shall indemnify, defend and hold TOWN harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

**Power Tech Contracting LLC.**

**TOWN OF PARADISE VALLEY**

By: Timothy R Conway

By: \_\_\_\_\_

Name: Tim Conway

Name: Kevin Burke

Title: President

Title: Town Manager

Address: 380 E Ray Rd,  
Gilbert, AZ 85296

Address: 6401 East Lincoln Dr.  
Paradise Valley, AZ 85253

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew M. Miller, Town Attorney



EXHIBIT "A"

Scope of Services

- A. Contractor shall provide 52 weeks of maintenance and on-call services annually to the Town at a monthly rate indicated on the price sheet, attached hereto Exhibit A and incorporated herein by reference.
- B. Maintenance will be based on the latest IMSA specifications and incorporate, where necessary, ITE preventative maintenance requirements. The monthly testing and maintenance are to be performed at the following intersections

Town of Paradise Valleys traffic signal locations.

- |   |   |
|---|---|
| 1. Tatum and Mockingbird                | 2. Tatum and Quartz Mountain                          |
| 3. Tatum and Lincoln                    | 4. Tatum and McDonald                                 |
| 5. Tatum and Clearwater                 | 6. Tatum and Foothills/Desert Jewel                   |
| 7. Tatum and Cadia Del Sol/Sunset Ln    | 8. Lincoln and Desert Fairways                        |
| 9. Lincoln and Invergordon              | 10. Lincoln and Palo Cristi (36 <sup>th</sup> Street) |
| 11. Lincoln and 56 <sup>th</sup> Street | 12. Lincoln and Mockingbird                           |
|   | 13. Lincoln and Quail Run (FY16/17)                   |

- C. Contractor shall perform emergency repairs at the hourly rate indicated on the price sheet. A minimum of two hours may be invoiced for each emergency call out. Contractor will be selected based upon the monthly/annual on-call service call outs.
- D. One traffic signal technician must respond to each call unless the nature of the problem requires more than one. The technician(s) must hold a minimum IMSA certifications to perform services and be familiar with the Town's traffic signals and equipment. Contractor shall maintain a twenty-four (24) hour continuous on-call service for the thirteen (13) intersections identified above. Contractor shall respond to any call-outs deemed an emergency, as determined by the Town, within four (4) hours. Contractor shall respond to any routine calls within twenty-four (24) hours.
- E. Ensure all existing traffic signal equipment is in good repair and in compliance with applicable codes and standards.
- F. The contactor shall perform monthly testing at each listed thirteen (13) intersections per the preventative maintenance check list attached hereto Exhibit B. Testing includes all controllers, uninterruptible power supplies (UPS) systems, timing, and video detection equipment, pedestrian detection, controllers, cabinets, LED lamp replacement and load switches .(Conflict monitor testing and calibration shall not be included in the monthly testing procedure.)

- G. Maintain an up-to-date logbook in each cabinet (specify where the cabinet is or something to define it) for any and all maintenance performed and submit a monthly written report that provides an itemized list of any and all activity, work performed, and submit repair and maintenance recommendations for each traffic signal in the above-listed thirteen(13) intersections.
- H. Notify the Town's Public Works Department prior to performing any maintenance or in response to any emergency call-out outside of the services listed in this agreement; and provide a certified technician and all necessary equipment to perform the maintenance.
  
- I. Program Kiva Elementary School radar speed sign timing annually to coordinate and correspond with school schedule.
  
- J. Contractor shall provide all services hereunder only through an IMSA Certified Technician Level II or above in addition to all appropriate state licensing through the Arizona Registrar of Contractors. Each month the Contractor shall submit a monthly activity report along with a total monthly bill for services. The Town will supply all materials, lamps, LED signal units, control equipment, etc. if available in the Town's inventory. The Contractor will supply all materials, lamps, LED signal units, control equipment, etc. if not available in the Town's inventory. In either case. The Contractor is not responsible for the costs of any material or equipment supplied by the Town but such material or equipment will be provided free of charge to the Contractor.



## Exhibit A:

### Price Sheet

Contractor shall submit this Price Sheet that includes:

1. Traffic Signals On-call service pricing in the following format:  
On-call services: \$2,925.00 per month x 12 months = \$35,100.00 annually.
2. An hourly rate for all other services to be provided.  
The hourly rate for all other traffic signal related services to be paid at a rate of \$125.00 per hour to include one (1) technician and one (1) service truck x 20 hours = \$2,500.00 annually.
3. **Total cost of monthly service plus the hourly rate x 20 hours = \$37,600.00.**  
**This award will be based on this total.**

Company Name: Power Tech Contracting, LLC

Signature: Timothy R Conway

Printed Name: Timothy R Conway, President of Lighting Services

Date: 5/24/2016



Exhibit "B"

| <b>Exhibit B: Preventative Maintenance Checklist</b>   |                                     |          |           |
|--|-------------------------------------|----------|-----------|
|  | <b>Minimum Recommended Interval</b> |          |           |
|  | <b>Months</b>                       |          |           |
| <b>TASK</b>  | <b>3</b>                            | <b>6</b> | <b>12</b> |
| <b>CABINETS</b>  |                                     |          |           |
| • Vacuum Cabinet   |                                     |          | X         |
| • Replace Filters  |                                     | X        |           |
| • Check for water accumulation and check duct sealant  |                                     |          | X         |
| • Check ground rod clamp and wire  |                                     |          | X         |
| • Check wiring schematics and records  |                                     |          | X         |
| • Check operations of fan and heater   |                                     | X        |           |
| • Check circuit breakers and fuses   |                                     |          | X         |
| • Check ground fault receptacle  |                                     |          | X         |
| • Measure voltages at service inputs in cabinet  | As required                         |          |           |
| • Check and record current being drawn   | As required                         |          |           |
| <b>SIGNAL HEADS</b>  |                                     |          |           |
| • Check alignment  |                                     | X        |           |
| • Check mast arms, free-swinging signals; check clevis and chain   |                                     | X        |           |
| • Check for cracks or rust in the hardware   |                                     | X        |           |
| • Check hoods, wing nuts, and hinges   |                                     |          | X         |
| • Check condition of the back plates (if used)   |                                     | X        |           |
| <b>MAST ARMS AND POLES</b>   |                                     |          |           |
| • Check alignment of mast arms   |                                     |          | X         |
| • inspect for rust; spot paint as required   |                                     |          | X         |
| • Inspect joints for rust and cracks at arm/upright location and at base plate   |                                     |          | X         |
| • Inspect anchor bolts for rust and tightness  |                                     |          | X         |
| <b>PUSH BUTTONS</b>  |                                     |          |           |
| • Check push buttons on each end of the actuated crosswalks and visually verify pedestrian signal operation; verify timing |                                     | X        |           |
| • Check push button indicator lamp (if one exists) for operation   |                                     | X        |           |
| • Check push button signs; clean or replace if necessary   |                                     | X        |           |



|  |  |  |   |
|--|--|--|---|
| • Check push button sign alignment   |  |  | X |
| <b>ELECTROMECHANICAL CONTROL EQUIPMENT</b>   |  |  |   |
| <b>Relays</b>  |  |  |   |
| • Check for burned, pitted, or discolored contacts                                     |  |  | X |
| • Check for tight and secure fit into sockets  |  |  | X |
| • For latch-type relays, check for latch operation per manufacturer's recommendations. |  |  | X |
| <b>Flashers (if applicable)</b>  |  |  |   |
| • Check flash rate   |  |  | X |
| • Check for burned, pitted, or discolored contacts                                     |  |  | X |
| • Check for tight and secure fit into sockets  |  |  | X |
| • Verify operation of each switch position   |  |  | X |
| • Check for loose wires  |  |  | X |
| <b>Terminal Connections</b>  |  |  |   |
| • Tighten all terminal connections   |  |  | X |
| <b>DETECTORS</b>   |  |  |   |
| <b>Sensors</b>   |  |  |   |
| • Visually inspect video detection cameras and mounting hardware.                      |  |  | X |
| • Check alignment of video detection zones, verify call inputs to controller phases    |  |  | X |
| • Verify special functions, e.g., delay, extension                                     |  |  | X |
| <b>Amplifiers</b>  |  |  |   |
| • Check whether the detector is detecting vehicles within its design zone of detection |  |  | X |
| • Tune the detector if necessary   |  |  | X |
| • Check whether the connectors are tight and secure                                    |  |  | X |
| <b>JUNCTION BOXES AND HANDHOLES</b>  |  |  |   |
| • Check integrity of the splices   |  |  | X |
| • Check the ground rod, clamp connection, and bonding of conduits                      |  |  | X |
| • Check the insulation   |  |  | X |
| • Check for abnormal amounts of water  |  |  | X |
| • Check lid for abnormal condition and fit   |  |  | X |
| <b>SOLID STATE, ANALOG, AND MICRO PROCESSOR-BASED CONTROL EQUIPMENT</b>                |  |  |   |
| <b>General</b>   |  |  |   |
| • Check whether the time settings match the current timing permit                      |  |  | X |
| • Check for extension by detector actuation  |  |  | X |
| • Check whether modules fit tightly and securely into the frame                        |  |  | X |

|   |             |  |   |
|---|-------------|--|---|
| • Check whether connectors are tight and secure                   |             |  | X |
| • Wipe dust off controller, detectors, and auxiliary equipment    |             |  | X |
| <b>Load Switches</b>  |             |  |   |
| • Check load switch packs   |             |  | X |
| <b>Relays</b>   |             |  |   |
| • Check mercury relays (if used) for excessive splash             |             |  | X |
| <b>Flashers</b>   |             |  |   |
| • Check whether firm in socket; check on/off ratio and flash rate |             |  | X |
| <b>Switches</b>   |             |  |   |
| • Verify operation of each switch position                        |             |  | X |
| • Check for loose wires   |             |  | X |
| <b>Terminal Connections</b>                                       |             |  |   |
| • Check for discoloration and tightness                           |             |  | X |
| <b>MISCELLANEOUS</b>  |             |  |   |
| • Record all changes in timing, wiring, or any function           | As required |  |   |