



**City of Menlo Park  
REQUEST FOR PROPOSAL (RFP)  
Traffic Signal, Street Light, Radar Speed Feedback Signs & Lighted  
Crosswalks Maintenance Services**

**The City of Menlo Park Public Works Department is soliciting proposals for City Traffic Signals, Street Lights, Radar Speed Feedback Signs, & Lighted Crosswalks Maintenance Services**

1. It is the Respondent's responsibility to read the entire RFP and to comply with all requirements herein.
2. The scope of the RFP is summarized in [Section II, Scope of Work and Proposal Items](#).
3. Each Respondent must provide the following included in their response:
  - a. All parts of [Section V- Proposal Requirements](#) (based on [Section II, Scope of Work and Proposal Items](#))
  - b. Completed [Schedule A](#)
  - c. Completed [Schedule B](#)
  - d. Completed [Schedule C](#)
  - e. Signed [Attachment A](#)
  - f. Signed [Attachment B](#)
4. All responses to this RFP must be received by the Project Contact listed below before 2:00 p.m. on WEDNESDAY, JUNE 29, 2011 the due date listed in [Section III, Schedule](#).

Public Works Department

City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025-3469  
Attn: Atul Patel, Senior Transportation Engineer  
Phone: (650) 330-6770  
[aipatel@menlopark.org](mailto:aipatel@menlopark.org)

5. **Late submittals will not be accepted.**
6. Submittals must include:
  - a. One (1) printed copy marked "Original" and contain an original signature
  - b. Four (4) printed copies marked "Duplicate"
  - c. One (1) complete electronic copy in the form of an Adobe Acrobat PDF file sent through email to [aipatel@menlopark.org](mailto:aipatel@menlopark.org)
7. City of Menlo Park will not accept faxes of the above submittals.

# TABLE OF CONTENTS

<b>I.</b>	<b>BACKGROUND INFORMATION</b>	<b>4</b>
<b>II.</b>	<b>SCOPE OF WORK AND PROPOSAL ITEMS</b>	<b>5</b>
A.	GENERAL DESCRIPTION	5
B.	MAINTENANCE REQUIREMENTS (TRAFFIC SIGNALS)	6
1.	<u>Preventative Maintenance</u>	6
2.	<u>Scheduled Repair</u>	8
3.	<u>Unscheduled and Emergency Response Work (“Extra Work”)</u>	9
4.	<u>Maintenance Records</u>	11
5.	<u>Monthly Activity Report</u>	11
6.	<u>Response and Service</u>	12
7.	<u>Signal Shut Down and Signal on Flash</u>	12
8.	<u>Spare Equipment</u>	13
9.	<u>Salvaged Equipment</u>	13
C.	MAINTENANCE REQUIREMENTS (STREET LIGHTS)	13
1.	<u>Regularly Scheduled Maintenance</u>	13
2.	<u>Unscheduled and Emergency Response Work</u>	14
3.	<u>Response and Service</u>	15
4.	<u>Salvaged Equipment</u>	16
D.	MAINTENANCE REQUIREMENTS (LIGHTED CROSSWALKS)	16
1.	<u>Preventative Maintenance</u>	16
2.	<u>Scheduled Repair</u>	17
3.	<u>Maintenance Records</u>	18
4.	<u>Monthly Activity Report</u>	18
5.	<u>Response Times</u>	18
E.	MAINTENANCE REQUIREMENTS (RADAR SPEED FEEDBACK SIGNS)	19
1.	<u>Preventative Maintenance</u>	19
2.	<u>Scheduled Repair</u>	19
3.	<u>Maintenance Records</u>	20
4.	<u>Monthly Activity Report</u>	20
5.	<u>Response Times</u>	21
F.	UNDERGROUND SERVICE ALERT (DIG ALERT) MONITORING	21
G.	AD HOC ELECTRICAL WORK	22
H.	QUANTITY OF UNITS	22
I.	UPGRADES	22
J.	NEW TRAFFIC SIGNALS, STREET LIGHTING, RADAR SPEED FEEDBACK SIGNS, AND LIGHTED CROSSWALKS	22
K.	WARRANTY SERVICE	22
L.	MEETINGS	23
M.	PAYMENT	23
N.	WAGES PAID TO CONTRACTOR’S WORKERS	24
O.	CONTRACT PERIOD, RENEWAL, AND PRICE ADJUSTMENTS	24
<b>III.</b>	<b>SCHEDULE</b>	<b>25</b>
<b>IV.</b>	<b>MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION</b>	<b>26</b>
A.	CONTRACTOR'S LICENSE	26
C.	QUALIFIED PERSONNEL	26
D.	COMPANY BACKGROUND	26
E.	NEGATIVE HISTORY	27
<b>V.</b>	<b>PROPOSAL REQUIREMENTS</b>	<b>28</b>
A.	CRITERIA	28
B.	RESPONSES SHOULD BE ORGANIZED INTO FIVE (5) SECTIONS	28
1.	<u>Information/background on the Firm</u>	28
2.	<u>Key Personnel/Qualifications</u>	28
3.	<u>Past Experience/References</u>	28
4.	<u>Understanding of Scope of Work and Work Proposal</u>	29

5.	<i>Cost Proposal</i> .....	29
C.	DUE DATE.....	30
D.	DELIVERY.....	30
E.	RESPONSIBILITY OF PROPOSER.....	31
F.	PROTECTION OF PROPERTY (CONTRACTOR’S RESPONSIBILITY).....	31
G.	PUBLIC SAFETY.....	32
H.	CITY’S RESPONSIBILITY.....	32
I.	COOPERATION WITH OTHER WORK FORCES.....	32
J.	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.....	32
K.	HOURS OF OPERATION.....	33
L.	MATERIALS.....	33
M.	CONTRACTOR’S LICENSE.....	33
N.	SUPERINTENDENCE.....	33
O.	UNIFORMS AND DRESS.....	33
P.	EQUIPMENT MAINTENANCE REQUIREMENTS.....	34
<b>VI.</b>	<b>FIRM SELECTION</b> .....	<b>35</b>
A.	REVIEW.....	35
B.	PROCESS.....	35
C.	SELECTION.....	35
D.	AWARD OF CONTRACT.....	35
E.	PUBLIC RECORD.....	35
F.	COST RELATED TO PROPOSAL PREPARATION.....	35
G.	BUSINESS LICENSE.....	36
H.	PROPOSAL INFORMALITIES OR DEFECTS.....	36
I.	INVESTIGATIONS.....	36
J.	SIGNED PROPOSAL AND EXCEPTIONS.....	36
<b>VII.</b>	<b>AGREEMENT</b> .....	<b>37</b>
<b>VIII.</b>	<b>LIABILITY REQUIREMENTS</b> .....	<b>38</b>
<b>IX.</b>	<b>CONDITIONS OF THE RFP</b> .....	<b>40</b>
<b>X.</b>	<b>PROJECT CONTACT</b> .....	<b>41</b>
	<b>BID FORMS - COST PROPOSAL SCHEDULE “A” - FLATRATE MAINTENANCE SCHEDULE</b> .....	<b>42</b>
	<b>BID FORMS - COST PROPOSAL SCHEDULE "B" – UNSCHEDULED/EMERGENCY WORK</b> .....	<b>43</b>
	<b>BID FORMS -COST PROPOSAL SCHEDULE “C” - VEHICLE AND EQUIPMENT SCHEDULE</b> .....	<b>44</b>
	<b>BID FORMS - ATTACHMENT "A" – LIQUIDATED DAMAGES CLAUSE</b> .....	<b>45</b>
	<b>BID FORMS - ATTACHMENT “B” – CONTRACTORS QUALIFICATIONS AND REFERENCES</b> .....	<b>48</b>
	<b>LIST OF CURRENT “TRAFFIC SIGNALS”, RADAR SPEED FEEDBACK SIGNS, AND “LIGHTED CROSSWALKS”</b> .....	<b>50</b>
	<b>APPENDIX A:</b> .....	<b>50</b>
	<b>APPENDIX B: CONTRACT TEMPLATE</b> .....	<b>51</b>
	<b>AGREEMENT WITH INDEPENDENT CONTRACTOR</b> .....NO. _____	<b>54</b>

## I. BACKGROUND INFORMATION

The City of Menlo Park ("City") is requesting the services of an electrical contracting firm which specializes in providing traffic signal, street light, and lighted crosswalk maintenance; emergency repair; non-emergency routine preventative maintenance as well as scheduled repairs; new equipment upgrade and installation work; and ad hoc electrical work billed on a time and materials basis. The City has twenty (20) traffic signals, two (2) pedestrian signals, approximately two thousand two hundred and thirty three (2,233) street lights, two (2) radar speed feedback signs, and five (5) lighted crosswalks. The City is also required to adequately mark all traffic signal conduit and equipment (Underground Service Alert – "USA") in accordance with California Government Code Section 4216 et seq.

The City is in the process of replacing their existing High Pressure Sodium (HPS) street light fixtures with LED fixtures. The City began the program this year to replace the existing fixtures with LED fixtures. After the LED project is completed this year, there will be roughly 1,788 HPS fixtures and 455 LED fixtures. There is also a new Capital Improvement Plan (CIP) for FY 11-12 to retrofit the remaining 305 HPS streetlights in the redevelopment agency area to LED fixtures.

Pertaining to the existing LED street light fixtures, for the 1-5 year LED warranty period, the LED manufacturer will provide a new LED fixture, but the City will need to provide labor. After the 5 year LED warranty period, the City will need to cover the cost for fixtures and labor.

For the LED street light fixtures with LED photocells, in years 1-8 of the LED photocell warranty period, the photocell manufacturer will provide new photocells, but the City will need to provide labor. After the 8 year LED warranty period, the City will need to cover new photocells and labor.

The Contractor will be required to have qualified technicians that have demonstrated experience with traffic signal, street light, lighted crosswalk systems, radar speed feedback signs, and other electrical work. The firm's assigned personnel should also have the ability to troubleshoot and diagnose problems with all of the City's electrical operation systems and perform Underground Service Alerts (USA).

The total amount of work available will be a function of routine preventative maintenance plus the amount of work that is required due to normal "wear and tear," collision, damage, vandalism, and other factors that may result in the need for emergency response maintenance services. The City expects technicians to be regularly assigned to the City as necessary to provide preventative maintenance, and to respond to unscheduled/emergency work ("Extra Work") after regular working hours (7:00 AM to 5:00 PM, Monday through Friday).

The Traffic Signal, Street Light & Lighting Maintenance contract will be for the initial contract period from approximately October 1, 2011 – September 30, 2012.

This contract may be extended by the City for up to four (4) consecutive years after the initial contract period in one (1) year increments at the discretion and approval of the City. The City shall notify the Contractor in writing of the intent to extend the contract by September 1<sup>st</sup> of the current contract year. The proposed one year contract renewal periods are: October 1, 2012 to September 30, 2013, October 1, 2013 to September 30, 2014, October 1, 2014 to September 30, 2015 and October 1, 2015 to September 30, 2016. On September 1, 2016, the City of Menlo Park may repeat the Request for Proposal (RFP) process.

## II. SCOPE OF WORK AND PROPOSAL ITEMS

### A. General Description

The Contractor shall provide routine preventative maintenance and scheduled repair of traffic signal equipment, emergency response to repair street lights and lighted crosswalks, and other related equipment by duly trained and qualified personnel.

The Contractor shall also perform Underground Service Alerts (USA) at the direction of the City (the Contractor may receive alert emails directly from USA North). All preventative maintenance, scheduled repair, and Underground Service Alerts will be billed at an established flat rate (Schedule A), with additional non-routine preventative maintenance services (emergency work/unscheduled repair) paid at hourly labor rates, and vehicle and equipment rates, in accordance with the Cost Proposal, Schedules B and C, included in this RFP and completed and returned by the Contractor. An inability to provide routine preventative maintenance to each traffic signal, street light, radar speed feedback sign, and lighted crosswalk may cause the Contractor to be subject to liquidated damages. Failure to acknowledge the proposed Liquidated Damages clause included on Attachment "A" may render a Proposal as non-responsive, unless an alternative Liquidated Damages clause proposed by the Contractor is submitted to the City in its Proposal and approved by the City.

The Contractor shall provide and maintain emergency service response of the City's traffic signals, street lights, radar speed feedback signs, and lighted crosswalks on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. In addition, Contractor's employees shall be required to have radio communication equipment for dispatch purposes. At a minimum, this shall be a cellular phone capable of numeric and text messages with vibration alert. All of the required equipment shall be properly maintained and functional twenty-four (24) hours a day, seven (7) days a week, including holidays.

The Contractor shall ensure that any vehicle used within the boundaries of the City where lane closures or work within the travel lanes is required shall be equipped with an arrow board, warning beacons/ strobe lights, the proper quantity and sized cones for a lane closure, and advance warning signs. All of the Contractor's employees working within the boundaries of the City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with the Contractor's shop or with City staff.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, street lights, and lighted crosswalks in the City in compliance with current CalTrans and County of San Mateo standards and specifications. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment is used or installed in the City.

The Contractor shall furnish temporary beacons and other (portable) replacement equipment for non-operational traffic signals. Contractor furnished temporary spare equipment shall be equivalent to the component being replaced in manufacture, make and model. The Contractor shall provide traffic control/lane closures that conform to Federal Highway Administration (FHWA) – California Manual on Uniform Traffic Control Devices (CAMUTCD).

The Contractor shall cooperate with the City in recalibrating traffic signal coordination timing and progression. The Contractor shall change the timing of traffic signal only upon the direction or advance written approval of the City. During emergency conditions, the Contractor shall assure full cooperation with the City and those employees of the City and other agencies as indicated.

The Contractor shall not represent the City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City.

## **B. Maintenance Requirements (Traffic Signals)**

### **1. Preventative Maintenance**

The Contractor shall provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. The program shall include, but is not limited to:

#### **i. Annual Maintenance**

Annual maintenance shall include cleaning, adjusting, lubricating, and testing of signal equipment and replacement of substandard components. The controller units shall be overhauled or maintained as recommended by the manufacturer.

The Contractor shall test each of the conflict monitors within the first two (2) months of the start of each contract period and provide the City with a computerized report in Microsoft Excel identifying each intersection and showing all test results.

The Contractor shall test each of the locations that have battery backup systems (by disconnecting the PG&E power at the service cabinet) within the first two (2) months of the start of each contract period and provide the City with a computerized report in Microsoft Excel (or other widely available software) that indicates whether each traffic signal powered by battery system operated on full cycle operation (during PG&E power disconnect).

The Contractor shall rotate the batteries, per the manufacturer's recommendation, at each of the locations that have a battery backup system (to maximize the life of the batteries) and provide the City with a computerized report in Microsoft Excel (or other widely available software) indicating that work has been completed.

- ii. Annual Inspection
  - a. Within the first three (3) months of each contract period, the Contractor shall: Replace all cabinet filters.
  - b. Check the mounting of each signal head and adjust/tighten the mounting as required.
  - c. Replace deteriorated or missing components and fastening hardware such as sockets, nuts, and bolts.
- iii. Light Emitting Diode (LED) Signal Faces

The City in the process of upgrading the remaining signal faces to LED's. All of the traffic signal faces in Menlo Park will be 12" LED's.

The LED traffic signal faces shall conform to the latest California Department of Transportation Light Emitting Diode Specifications.

- iv. Monthly Inspection

Each signalized intersection shall be inspected monthly. At a minimum, the following shall be performed:

- a. Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display. Correct all observed problems as soon as possible thereafter.
- b. Examine the functioning of the controller in relation to the traffic. Correct functional problems as soon as possible and report functional and timing problems to the City.
- c. Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. Report improper detection operation and causes to the City.
- d. Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary. Make arrangements to promptly fix those deficiencies which cannot be corrected immediately.
- e. Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion. Determine cause and correct the condition. All chemicals used shall be in keeping with the City's Integrated Pest Management (IPM) policy.
- f. Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Report improper operation to the City.
- g. Complete record keeping requirements as described in the proposal.

**Special Note:** The Contractor will be required to assign a sufficient number of technicians to the City as may be necessary to provide routine preventative maintenance to each traffic signal. The City expects technicians to be regularly

assigned to the City as necessary to provide routine preventative maintenance during normal business hours, Monday to Friday 7:00am to 5:00pm, and to respond to unscheduled/emergency work ("Extra Work") after regular business hours. An inability to provide maintenance to each traffic signal every month may cause the Contractor to be subject to liquated damages.

## 2. Scheduled Repair

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The Contractor shall repair or replace equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the traffic signal system (controllers and battery backup system are excepted). The equipment and components shall include, but are not limited to the following elements:

Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Internally Illuminated Street Name Sign Tubes, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc.

No permanent change shall be done without prior approval of the City. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) hours, except weekends and holidays (where the firm shall wait until the next calendar day to notify the City representative).

The Contractor shall submit a proposal to provide the required traffic signal supplies, materials, and installed equipment for approval by the City prior to proceeding with installation. The City shall approve the sources of and prices for supplies, materials, and installed equipment prior to procurement. Replacement supplies, materials, and installed equipment will be manufactured by a reputable supplier approved by the City. Such approval shall not prevent subsequent disapproval or rejection of supplies, materials, and installed equipment by the City if the quality is less than required by the Contract or other otherwise unsatisfactory. If discounts by suppliers are available to the Contractor, they shall be credited to the City. If supplies, materials, or installed equipment is obtained from supply or source owned by or in part by the Contractor, the price will not exceed current wholesale price for such materials and installed equipment. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment had been installed. Until installation occurs, the Contractor shall own and be responsible for their inventory.

When entire parts or equipment become obsolete or are deteriorated beyond repair, report such conditions to the City and provide satisfactory evidence that replacement is necessary.

Maintenance activities that require periodic replacement of minor parts will not require City approval. Replacement of controllers and battery backup systems will require approval of City staff prior to replacement. The serial number of any unit removed will be recorded and the removed unit should be delivered to the City of Menlo Park Transportation Section at 701 Laurel Street.

3. Unscheduled and Emergency Response Work (“Extra Work”)

The City may request that the Contractor perform Unscheduled and Emergency Response Work on the traffic signal system not covered by preventative maintenance and scheduled repair. This work shall be performed on a time and materials basis in accordance with the unit costs provided listed in Schedule B and C or by a negotiated cost.

The Contractor may have to respond to Unscheduled or Emergency Work during regular business hours (7:00 AM to 5:00 PM, Monday through Friday) or after regular business hours. This work shall be performed on a time and materials basis in accordance with the unit costs listed in Schedule B and C or by a negotiated cost.

- i. Unscheduled and Emergency Work includes, but is not limited to the following:
  - a. Knocked down signal heads, poles, damaged controller and cabinet, damaged internally illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
  - b. Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

**Special Note:** The replacement of burned-out lamps should be completed within 48 hours.

- ii. Equipment for Unscheduled and Emergency Work
  - a. Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next calendar day to notify the City representative).
  - b. The Contractor shall cover the cost of replacing any parts to the traffic signals. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.
  - c. Notify the City representative in advance of any traffic signal de-activations (by phone and email) that may be required to provide the required services. Traffic signal de-

activations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

- d. The Contractor, at own cost, shall place barricades, clean up debris, properly dispose of all damaged components.

**Special Note:** Emergency calls that require replacement of parts or equipment will not require approval from City before such replacements are commenced. The Contractor should have additional staff on-call in case the responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

iii. Protocol for Unscheduled and Emergency Work

- a. Maintain a single local telephone where an on-call technician can be reached at all times, twenty-four (24) hours per day. This telephone number will be made available to all persons designated by the City.
- b. At the time the on-call traffic signal technician is notified of an unscheduled work or emergency by the City, he will call the designated City representative. If the designated representative is not available, the following numbers are available to verify that the on-call technician has received the call:
- c. From 8:00 AM – 5:00 PM call (650) 330-6770 – an administrative assistant will take the call and find another City representative.
- d. From 5:00 PM – 7:00 AM, an after hour telephone number will be provided in accordance with an established Traffic Signal and Street Light service call procedure.
- e. Upon completion of the unscheduled or emergency work, contact the above telephone numbers and inform the City that the emergency work has been completed.
- f. Upon completion of the unscheduled or emergency work, prepare estimates showing the cost breakdown of material and labor for replacement of such parts or equipment and submit the information to the City. Replacement of parts or equipment, if ordered by the City, shall be paid for as “Extra Work.”

**Special Note:** Compensation for unscheduled or emergency work identified above will be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with the Cost Proposal, Schedules B and C, included in this Solicitation and completed and returned by the Contractor in its Proposal. Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 5:00 PM to 7:00 AM, for the actual travel time to the City, up to a two (2) hour maximum.

#### 4. Maintenance Records

Contractor shall maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City every six (6) months in a Microsoft Excel spreadsheet.

Contractor shall maintain a copy of the Preventative Maintenance (PM) Inspection Form approved by the City at each intersection. The PM checklist form shall be approved by the City at the beginning of each contract year. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the City's representative shall authorize timing changes except that the Contractor may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure.

**Special Note:** All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Transfer of these full data records will be determined based on the size of the data records at the time of transfer.

#### 5. Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the City by the fifteenth (15) working day of each month for the previous month. A monthly report generated from the database shall be sent (regular mail and email) to the City with the monthly invoice. No payment will be made without submittal of the report. The report shall include:

- i. **Unscheduled and Emergency Response Work:** Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.

**Scheduled Repairs:** A complete record of all work that was performed on the traffic signal equipment during the previous month, including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.

- ii. **Preventative Maintenance:** Time and date the PM work was performed.

- iii. Pending Repair List: Provide a monthly report of all pending repair work needed at each intersection. The intersection name should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

**Special Note:** All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Transfer of these full data records will be determined based on the size of the data records at the time of transfer.

## 6. Response and Service

- i. The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:
  - a. Emergency and accident maintenance – one (1) hour
  - b. Replacement of burned out signal faces
    - 1. Red faces on mast arms – two (2) hours
    - 2. Red faces on poles – two (2) hours
    - 3. Green and yellow faces – two (2) hours
  - c. All other signal maintenance – twenty-four (24) hours
  - d. Safety Lighting – forty-eight (48) hours
  - e. IISNS tubes – forty-eight (48) hours
- ii. Signal-on-flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency.
- iii. The City (Public Works, Engineering, or the Police Department) may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.
- iv. Preventative maintenance shall be completed as soon as possible and in all cases in no less than fourteen (14) calendar days, unless extended in writing by the City.
- v. Failure to meet the response time requirements by the Contractor shall be sufficient cause for the City to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

## 7. Signal Shut Down and Signal on Flash

The Contractor shall immediately notify the City's Public Works Department and Police Department of any signal turn-offs or signal on flash necessitated by their

operation. Signal shut down of any duration and signal on flash operation in excess of fifteen (15) minutes must be first authorized by the Senior Transportation Engineer.

8. Spare Equipment

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to effectively maintain the traffic signals. The Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system. The Contractor will own and maintain all spare parts until installation in the City.

9. Salvaged Equipment

The Contractor shall store any designated equipment, as designated by the City, at the Contractor's storage yard at no additional cost to the City. Components such as mast arms and luminaries that are undamaged may be re-used at the direction of the City. Any material or equipment declared non-salvageable by the Public Works Services Department shall be taken from the City and disposed of properly by the Contractor at Contractor's cost.

**C. Maintenance Requirements (Street Lights)**

1. Regularly Scheduled Maintenance

Contractor shall furnish all labor, standard materials, and equipment necessary to maintain the streetlight system. At a minimum, Contractor shall provide one monthly report of the system in MS Word, or Microsoft Excel format. Standard materials may include Type 15 poles, photocells, LED photocells, LED and HPS fixtures, and street light conductors.

Every two weeks, the Contractor shall perform the following street light maintenance:

- Twice per month coordinating with the City to pick-up streetlight investigation and repair locations on the 1<sup>st</sup> work day and 3<sup>rd</sup> Monday of each month.
- Types of streetlight investigation and repair issues that the City anticipates include burnt-out streetlight bulbs, day-burners due to dirty or damaged photocells, damaged streetlight ballasts or fixtures, defective lamps, sockets, ballasts, replacement of LED fuses, wiring in the pole or fixture, or the reinstallation of access panels that have come loose due to wear & tear or high-winds.
- The Contractor should provide a certified electrician to provide investigation and repair services.
- At locations where there is no existing badge number on the street light pole that is in need of repair, the Contractor shall install badge numbers on existing street light pole for easy identification in the field, such as when a resident calls in a light that is out. Contractor shall coordinate with the City representative for the appropriate badge number assigned.
- At locations where the existing street light fixture is a High Pressure Sodium fixture and in need of repair, or the photocell needs replacing, the Contractor shall replace the existing fixture and photocell with a BetaLED fixture and LED photocell that emits similar wattage to the High Pressure Sodium fixture.

Contractor will conduct monthly night time inspections to detect inoperative lights and other deficiencies. The inspections shall encompass all 2,233 Menlo Park streetlights, including both City-owned and PG&E owned streetlights, and LED as well as HPS streetlights.

Contractor shall inspect 1/3 of the City's streetlights (approximately 737) each month, so that each of the city's 2,233 streetlights is inspected four times per year (737 inspections/month x 12 months = 8,843 inspections per year of 2,233 total streetlights.)

Contractor to provide a written report in MS Excel format of any deficiencies found on the night time inspections to the City's Project Manager at least once per month. The report will be due on the first day of each month for inspections conducted during the prior month. Deficiencies shall include but are not limited to burned out bulbs, bad photo cells, bad ballasts, bad fuses, missing hand-hole covers, cracked lenses, damaged wires above ground if detected, missing pole identification sticker numbers, etc. Repairs to all deficiencies found during the night time inspection shall be prioritized by the City and assigned to the Routine Streetlight Maintenance Contractor for repair during the regular scheduled weekly visits.

Repairs of the deficiencies noted on night time inspections are included in the scope of work and compensation for Routine Streetlight Maintenance.

## 2. Unscheduled and Emergency Response Work

The City may request that the Contractor perform Unscheduled and Emergency Response Work on the street light system. This work shall be performed on a time and materials basis in accordance with the unit costs provided listed in Schedule B and C or by a negotiated cost. The City reserves the right to contract our unscheduled and emergency response work to alternate contractors at any time.

The Contractor may have to respond to Unscheduled or Emergency Work during regular business hours (7:00 AM to 5:00 PM, Monday through Friday) or after regular business hours. This work shall be performed on a time and materials basis in accordance with the unit costs listed in Schedule B and C or by a negotiated cost.

- i. Unscheduled and Emergency Work includes, but is not limited to the following:
  - a. Downed poles ("knockdowns") and other operational equipment related issues.
  - b. System outages requiring analysis and troubleshooting and potential coordination with PG&E.
- ii. Equipment for Unscheduled and Emergency Work
  - a. Repair, replace or otherwise render in good working order any and all defective parts of the street light equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone



b. Outages and Malfunctions – forty-eight (48) hours

- ii. Emergency Services shall include cleanup of debris due to accidents, erection of barricades and/or signs and to leave the area in a safe condition.
- iii. Permanent work shall be completed as soon as possible and in all cases in no less than fourteen (14) calendar days, unless extended in writing by the City.
- iv. Failure to meet the response time requirements by the Contractor shall be sufficient to cause for the City to authorize work to be completed by others and deduct the costs of said work from payments due the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

4. Salvaged Equipment

The Contractor shall store any salvaged or salvageable equipment or material at the Contractor's storage yard at no additional cost to the City. Any material or equipment declared non-salvageable by the Public Works Services Department shall be taken from the City and disposed of properly by the Contractor at Contractor's cost.

**D. Maintenance Requirements (Lighted Crosswalks)**

1. Preventative Maintenance

The Contractor shall provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the lighted crosswalks. The program shall include, but is not limited to:

i. Monthly Maintenance

The Contractor shall establish a process for monitoring and tracking all lighted crosswalks; a *Monthly Service Log* shall be created, with the lighted crosswalk location, date and time repair was made, nature of the problem, the number of hours spent for each repair, materials used, and other applicable notes. The Contractor shall investigate, determine the corrective requirements and repair each item reported on the *Monthly Service Log* as soon as possible thereafter. This shall include equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the lighted crosswalks. The equipment and components shall include, but is not limited to the following elements: In roadway light fixtures/base plates, power control units, conductors/wiring, pedestrian push buttons, detection bollards, LED signs and sign posts/poles, and electrical service equipment. The *Monthly Service Log* will be maintained by the Contractor. Any calls received by the City will be routed to the Contractor.

**Special Note:** The Contractor will be required to assign a sufficient number of technicians to the City as will be necessary to provide routine preventative maintenance to each lighted crosswalk. The City expects technicians to be regularly assigned to the City as necessary to provide routine preventative maintenance during normal business hours, Monday to Friday 7:00am to 5:00pm, and to respond to unscheduled/emergency work (“Extra Work”) after regular business hours. An inability to provide maintenance to each lighted crosswalk every other month may cause the Contractor to be subject to liquated damages.

2. Scheduled Repair

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the lighted crosswalks. The Contractor shall repair or replace equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the lighted crosswalks. The equipment and components shall include, but is not limited to the following elements: In roadway light fixtures/base plates, power control units, conductors/wiring, pedestrian push buttons, LED signs and sign posts/poles, and electrical service equipment.

No permanent change shall be done without prior approval of the City. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next business day to notify the City representative).

The contractor shall submit a proposal to provide the required supplies, materials, and installed equipment for approval by the City prior to proceeding with installation. The City shall approve the sources of and prices for supplies, materials, and installed equipment prior to procurement. Replacement supplies, materials, and installed equipment will be manufactured by a reputable supplier approved by the City. Such approval shall not prevent subsequent disapproval or rejection of supplies, materials, and installed equipment by the City if the quality is less than required by the Contract or other otherwise unsatisfactory. If discounts by suppliers are available to the Contractor, they shall be credited to the City. If supplies, materials, or installed equipment is obtained from supply or source owned by or in part by the Contractor, the price will not exceed current wholesale price for such materials and installed equipment. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment had been installed. Until installation occurs, the Contractor shall own and be responsible for their inventory.

Components such as mast arms and luminaries that are undamaged may be re-used at the direction of the City.

Maintenance activities that require periodic replacement of minor parts will not require City approval. Replacement of in-roadway light fixtures, and LED signs will require approval of City staff prior to replacement. Serial number of unit

removed will be recorded and the removed unit should be delivered to the City Public Works Services Yard.

### 3. Maintenance Records

Contractor shall maintain a copy of the Preventative Maintenance (PM) Checklist Form approved by the City. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to a lighted crosswalk or any related equipment. The PM checklist form shall be approved by the City at the beginning of each contract year.

**Special Note:** All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Transfer of these full data records will be determined based on the size of the data records at the time of transfer.

### 4. Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the City by the fifteenth (15) working day of each month for the previous month. A monthly report generated from the database shall be sent (regular mail and email) to the City with the monthly invoice. No payment will be made without submittal of the report. The report shall include:

- i. **Scheduled Repairs:** A complete record of all work that was performed on the lighted crosswalk and related equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
- ii. **Preventative Maintenance:** Time and date the PM work was performed.
- iii. **Pending Repair List:** Provide a monthly report of all pending repair work needed at each lighted crosswalk. The lighted crosswalk location should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

**Special Note:** All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Transfer of these full data records will be determined based on the size of the data records at the time of transfer.

### 5. Response Times

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a lighted crosswalk becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

- i. Malfunctions – forty-eight (48) hours

## E. Maintenance Requirements (Radar Speed Feedback Signs)

### 1. Preventative Maintenance

The Contractor shall provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the lighted crosswalks. The program shall include, but is not limited to:

- i. Monthly Maintenance

The Contractor shall establish a process for monitoring and tracking all radar speed feedback signs; a *Monthly Service Log* shall be created, with the radar speed feedback sign location, date and time repair was made, nature of the problem, the number of hours spent for each repair, materials used, and other applicable notes. The Contractor shall investigate, determine the corrective requirements and repair each item reported on the *Monthly Service Log* as soon as possible thereafter. This shall include equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the radar speed feedback sign. The equipment and components shall include, but is not limited to the following elements: In radar speed feedback sign display and controller, power control units, solar panel, batteries, conductors/wiring, sign posts/poles, and electrical service equipment. The *Monthly Service Log* will be maintained by the Contractor. Any calls received by the City will be routed to the Contractor.

**Special Note:** The Contractor will be required to assign a sufficient number of technicians to the City as will be necessary to provide routine preventative maintenance to each radar speed feedback sign. The City expects technicians to be regularly assigned to the City as necessary to provide routine preventative maintenance during normal business hours, Monday to Friday 7:00am to 5:00pm, and to respond to unscheduled/emergency work (“Extra Work”) after regular business hours. An inability to provide maintenance to each lighted crosswalk every other month may cause the Contractor to be subject to liquated damages.

### 6. Scheduled Repair

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the radar speed feedback sign. The Contractor shall repair or replace equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the radar speed feedback sign. The equipment and components shall include, but is not limited to the following elements: In radar speed feedback sign display, sign controller, solar panel, batteries, power control units, conductors/wiring, sign posts/poles, and electrical service equipment.

No permanent change shall be done without prior approval of the City. Whenever equipment is removed, the City representative shall be notified by

phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next business day to notify the City representative).

The contractor shall submit a proposal to provide the required supplies, materials, and installed equipment for approval by the City prior to proceeding with installation. The City shall approve the sources of and prices for supplies, materials, and installed equipment prior to procurement. Replacement supplies, materials, and installed equipment will be manufactured by a reputable supplier approved by the City. Such approval shall not prevent subsequent disapproval or rejection of supplies, materials, and installed equipment by the City if the quality is less than required by the Contract or other otherwise unsatisfactory. If discounts by suppliers are available to the Contractor, they shall be credited to the City. If supplies, materials, or installed equipment is obtained from supply or source owned by or in part by the Contractor, the price will not exceed current wholesale price for such materials and installed equipment. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment had been installed. Until installation occurs, the Contractor shall own and be responsible for their inventory.

Maintenance activities that require periodic replacement of minor parts will not require City approval. Replacement of LED radar feedback sign display, controller, and solar panel will require approval of City staff prior to replacement. Serial number of unit removed will be recorded and the removed unit should be stored in the Contractor's storage yard.

#### 7. Maintenance Records

Contractor shall maintain a copy of the Preventative Maintenance (PM) Checklist Form approved by the City. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to a lighted crosswalk or any related equipment. The PM checklist form shall be approved by the City at the beginning of each contract year.

**Special Note:** All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Transfer of these full data records will be determined based on the size of the data records at the time of transfer.

#### 8. Monthly Activity Report

The Contractor shall provide a MS Excel spreadsheet of the monthly activity report to the City by the fifteenth (15) working day of each month for the previous month. A monthly report generated from the database shall be sent (regular mail and email) to the City with the monthly invoice. No payment will be made without submittal of the report. The report shall include:

- i. Scheduled Repairs: A complete record of all work that was performed on the lighted crosswalk and related equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
- ii. Preventative Maintenance: Time and date the PM work was performed.
- iii. Pending Repair List: Provide a monthly report of all pending repair work needed at each lighted crosswalk. The lighted crosswalk location should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

**Special Note:** All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Transfer of these full data records will be determined based on the size of the data records at the time of transfer.

#### 9. Response Times

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a lighted crosswalk becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

- i. Malfunctions – forty-eight (48) hours

#### F. **Underground Service Alert (Dig Alert) Monitoring**

The Contractor will be required to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment as well as street lights on behalf of the City in accordance with the California Government Code Section 4216 *et seq.* The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Contractor to coordinate the marking of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an *Intersection Record Log* shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.

Compensation for providing USA – Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with the Cost Proposal, Schedule A, included in this Solicitation and completed and returned by the Contractor in its Proposal. **No additional or separate payment will be made for daily travel time from the Contractor's base of operations to the City.**

### **G. Ad Hoc Electrical Work**

The contractor will be required to provide ad hoc electrical maintenance services for electrical equipment not listed in this RFP. Examples include, but not limited to, the City's flashing beacon system, parking lot lighting, athletic field lighting, park security lighting, etc. This work shall be performed at the discretion of the City on a time and materials basis in accordance with the unit costs provided listed in Schedule B and C or by a negotiated cost.

### **H. Quantity of Units**

The Contractor will be provided a list of the location of the existing twenty-two (22) traffic signals, two radar speed feedback signs, and five (5) lighted crosswalks included in the contract after award (Appendix A) and a streetlight map of the locations of the streetlights within the City limits. The Contractor will report to the City any discrepancies found.

### **I. Upgrades**

The Contractor will be required to maintain any additional traffic signals, lighted crosswalks, streetlights, and appurtenant devices as they are installed, or become a part of the maintenance requirements of the City.

Upgrade work may include but is not limited to the following:

1. Replacement of existing non-operative equipment as needed;
2. Enhancing equipment as needed or warranted;
3. Installation of new traffic signal, and lighted crosswalk equipment;
4. When requested by the City, install, modify or upgrade traffic signals, streetlights, lighted crosswalks or electrical or mechanical traffic control or traffic safety devices;

No upgrade work shall be commenced or undertaken unless authorized in advance in writing by the City. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement or remuneration for services. Upgrade work or extra work shall be performed in accordance with the most current version of the CalTrans Standard Plans and CalTrans Standard Specifications. This work shall be performed within a specified time limit established by the City and for a mutually agreed upon price.

City will retain the right to perform any additional work by use of City forces or, in the alternative, to advertise such work for bids.

### **J. New Traffic Signals, Street Lighting, Radar Speed Feedback Signs, and Lighted Crosswalks**

When the City accepts new equipment into service, they will be included in the contract at the applicable lump sum cost for preventive maintenance and scheduled repair at proposed unit rates for other maintenance as for existing traffic signals, street lights, radar speed feedback signs, and lighted crosswalks (Schedule A), commencing on the date of acceptance of the new equipment. The Contractor shall, upon notification by the City, immediately commence servicing such traffic signals, street lights, radar speed feedback signs, and lighted crosswalks.

### **K. Warranty Service**

New traffic signals, lighted crosswalks, radar speed feedback signs, and street lights are covered by the installing Contractor's material and workmanship warranty for one (1) year after acceptance. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with these specifications.

No additional, or separate, compensation shall be paid for warranty service work. Compensation for reviewing new traffic signals as identified above will be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with the Cost Proposal, Schedules A, B and C, included in this Solicitation and completed and returned by the Contractor in its Proposal.

#### **L. Meetings**

The assigned technician shall be available to meet with the City's designated representative on a weekly basis or as needed at a mutually agreed upon time and place in the City to review each week's maintenance activities. The assigned supervisor shall be similarly available to meet with the City's designated representative on a monthly basis.

No additional, or separate, compensation shall be paid for attending meetings, which shall be considered as included in the compensation paid for all the various services provided hereunder.

#### **M. Payment**

All payment will be made within thirty (30) days after an invoice has been approved for payment by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment should be included with the sent invoice. For cost accounting purposes, the invoice should be mailed to the City and emailed as a Microsoft Excel compatible computer file to the City. Payment will be made no more frequently than monthly; however, invoices must be submitted at least quarterly (i.e. every three months). All payments shall be made in accordance with Schedules A, B, and C included in this Solicitation and completed and returned by the Contractor in its Proposal.

**Special Note:** The City reserves the right to negotiate with the Contractor on the rates and fees identified on the Cost Proposal, Schedules A, B, and C, included in this Solicitation and completed and returned by the Contractor in its Proposal. A final contract with the Contractor may not include the original rates and fees identified on the Cost Proposal, Schedules A, B, and C, as submitted in the Proposal.

Compensation for all routine preventative maintenance work will be paid at an established flat rate for those traffic signals, street lights, radar speed feedback signs, and lighted crosswalks maintained in any given month, in accordance with the Cost Proposal, Schedule A, included in this Solicitation and completed and returned by the Contractor in its Proposal. (For clarification, each intersection will be billed to the City no more than once every other month for routine preventative maintenance work). **No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the**

**City. The flat rate fee per traffic signal and lighted crosswalk represents total compensation for all routine preventative maintenance work as described herein, unless additional or separate payment for repairs or unscheduled/emergency work is otherwise authorized.**

Compensation for Extra Work, Unscheduled Work, and Emergency Response not covered in the Proposal Schedule, shall be done at "Straight Time" rate unless overtime is authorized by the City or provided in an emergency situation. During an emergency situation, only such work shall be done as to alleviate the emergency situation. All non-emergency work shall be done during normal business hours (7:00 AM and 5:00 PM, Monday through Friday). A separate itemized invoice, indicating the actual labor (hours per employment classification), material, equipment units used, and applicable rates, shall be prepared for work hereunder. Where the work involved an item included in the unit price schedule (Schedule B or C) the unit price therefore shall prevail.

#### **N. Wages Paid to Contractor's Workers**

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Department of Industrial Relations opinions and interpretations relative to traffic signal maintenance. Failure to comply with Labor Code 2, Wages, of the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

#### **O. Contract Period, Renewal, and Price Adjustments**

The Traffic Signal, Street Light & Lighting Maintenance contract will be for the initial contract period from approximately October 1, 2011 – October 30, 2012.

This contract may be extended by the City for up to four (4) consecutive years after the initial contract period in one (1) year increments at the discretion and approval of the City. The City shall notify the Contractor in writing of the intent to extend the contract by June 1<sup>st</sup> of the current contract year. The proposed one year contract renewal periods are: October 1, 2012 to September 30, 2013, October 1, 2013 to September 30, 2014, October 1, 2014 to September 20, 2015 and October 1, 2015 to September 30, 2016. On September 1, 2016, the City of Menlo Park may repeat the Request for Proposal (RFP) process.

Before each contract renewal period, the maximum total compensation for that contract period may be increased up to 5% from the preceding year based on approval by the City. The City in its discretion may base increases in the contract price on relevant fluctuations in the Construction Cost Index for the San Francisco Bay Area in the Engineering News Record.

### III. SCHEDULE

The following schedule represents a target timeframe for the Respondent selection process and execution of the License Agreement. Dates are subject to change. Proposals will not be accepted from firms that do not attend the mandatory pre-Proposal meeting.

<b>Action</b>	<b>Date</b>
Request for Proposal (RFP) Released	Wednesday, June 15, 2011
Deadline for receipt of Proposals	Wednesday, June 29, 2011 at 2:00 PM

#### **IV. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION**

##### **A. Contractor's License**

A Contractor must possess a valid, current and in good standing Class A or Class C-10 contractor's license issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

##### **B. City Business License**

The Contractor shall renew the license each year that the contract is extended.

##### **C. Qualified Personnel**

A Contractor must have on-staff, certified personnel with the following qualifications:

1. Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;
2. Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs.
3. NEMA qualified technician who understands NEMA regulations and has in-depth electrical maintenance training. IMSA roadway lighting experience preferred.
4. California Licensed in-house Professional Traffic and Civil engineers with expertise in providing traffic signal design modifications (in an event of a knockdown), timing programming, foundation design, and ad-hoc engineering work.
5. Project manager for City must be a IMSA Level III Traffic Signal Electrician with minimum of five years of management experience.

The submitted Proposal shall identify by name the certified personnel who will be available and would be assigned to provide traffic signal maintenance services to the City.

##### **D. Company Background**

A Contractor must be skilled and regularly engaged in traffic signal, street light, and lighted crosswalk maintenance as well as performing Underground Service Alerts (USA's). The Proposer should fill out Attachment B as well as submit resumes for assigned staff responsible for performance of any services described in this Solicitation.

A minimum of three (3) references from other municipal/city/or county governmental agencies for which the firm is currently providing the services described in this Solicitation must be provided. An additional three (3) references for which the firm previously provided the services described in this Solicitation (but no longer contract with) within the last five (5) years must also be provided. All listed references must be a municipal/city/or county governmental agency.

## **E. Negative History**

A Contractor must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose the firm must affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

## V. PROPOSAL REQUIREMENTS

The Proposal should describe the methodology to be used to accomplish each of the project tasks and services expected as defined in the Scope of Work. The Proposal should also describe the work that shall be necessary to satisfactorily complete the tasks and service requirements.

Please note that this Request for Proposal cannot identify each specific, individual task required to successfully and completely implement this project. The City of Menlo Park relies on the professionalism and competence of the Proposing Firm to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence to include in its proposal all required tasks and subtasks, personnel commitments, man hours, direct and indirect costs, etc. The City of Menlo Park will not approve addenda to the Contractor's agreement which do not involve a substantial change from the general Scope of Work identified in this Request for Proposal.

### A. Criteria

1. The submittal should not exceed thirty (30) pages (sheets of paper), double sided (8 1/2" by 11"), including an organization chart, staff resumes and appendices, and cover letter. Dividers, Attachment A and B, and Addenda acknowledgments do NOT count toward the thirty (30) page limit. Submittals must include:
  - i. One (1) printed copy marked "Original" and containing an original signature.
  - ii. Four (4) printed copies marked "Duplicate."
  - iii. One (1) complete electronic copy in the form of a zipped (compressed) Adobe Acrobat PDF file sent through email to [aipatel@menlopark.org](mailto:aipatel@menlopark.org)
  - iv. Faxed submittals will not be accepted.

### B. Responses should be organized into five (5) sections

#### 1. Information/background on the Firm

Provide a brief introduction, address the size of the firm, the number of years in business, the availability of the firm to perform the tasks and services requested, and the history of the firm. Include key contact information (address, phone, fax, and email). Refer to the "Company Background" and "Negative History" requirements listed above.

#### 2. Key Personnel/Qualifications

Provide a brief resume for each of the key persons proposed to work on this project. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an active role in the proposed project. Any key sub-Contractors proposed should be identified, and information on their respective role in the project shall be included. Refer to "Qualified Personnel" requirements listed above.

#### 3. Past Experience/References

Refer to "Client References" requirements listed above.

4. Understanding of Scope of Work and Work Proposal

In this section, Proposers are requested to demonstrate their understanding of the tasks and services requested in the Scope of Work, and provide their Work Proposal/Approach to accomplish the services described in this Solicitation.

In addition, in this section demonstrate how assigned technicians will respond within the two (2) hour time limit for responding to unscheduled or emergency work. Include a discussion of how assigned staff will respond to after-hours and emergency work, where the firm's equipment and vehicle storage yard is located, and demonstrate the ability of assigned staff to adequately respond to emergency work.

5. Cost Proposal

The Contractor shall provide all work necessary to perform Preventive Maintenance and Scheduled Repair of the Traffic Signals System, Street Lighting System, Radar speed feedback signs, and Lighted Crosswalk System as defined in this proposal. In addition, the Contractor shall provide all work necessary to perform Underground Service Alert (USA). Compensation for this work shall be made monthly based on 1/12<sup>th</sup> of those items listed on Schedule A:

- i. Total Annual Amount: Proposal Item I – Preventative Maintenance and Scheduled Repair (Traffic Signal System)
- ii. Total Annual Amount: Proposal Item II – Preventative Maintenance and Scheduled Repair (Street Lights)
- iii. Total Annual Amount: Proposal Item III – Preventative Maintenance and Scheduled Repair (Lighted Crosswalks)
- iv. Total Annual Amount: Proposal Item IV – Preventative Maintenance and Scheduled Repair (Radar Speed Feedback Signs)
- v. Total Annual Amount: Proposal Item IV – Underground Service Alert (USA) – Dig Alert Service

**Special Note:** At the end of the initial contract period (June 30, 2012), and each anniversary thereafter for the duration of the contract, the unit rates paid for traffic signals, street lights, lighted crosswalks, radar speed feedback signs, and USA's may, upon Contractor or City request, be increased or decreased in direct proportion to the increase or decrease in the Construction Cost Index for the San Francisco Bay Area as published in the Engineering News Record. The Contractor shall submit to the City a revised unit price schedule and supporting Construction Cost Index information for any requested changes 30 days prior to the contract period closure. An increase or decrease must be approved by both the City and Contractor for such change to take effect.

All firms shall indicate an hourly labor rate and overtime labor rate on Schedule B included in this Solicitation, to serve as the basis for negotiations of compensation for providing those services described under "Unscheduled or

Emergency Work of Traffic Signal and Street Light Equipment", "Upgrades", and "Traffic Signal Inspection" in this Solicitation. Overtime labor rates may only be billed from 5:00 PM to 7:00 AM weekdays, or on weekends, or City observed holidays.

All firms shall indicate hourly rates for vehicles and equipment on Schedule C included in this Solicitation, to serve as the basis for negotiations of compensation for providing those services described under "Unscheduled or Emergency Work of Traffic Signal and Street Light Equipment", "Upgrades", and "Traffic Signal Inspection" in this Solicitation.

All firms shall indicate a material mark-up rate on Schedule C included in this Solicitation, to serve as the basis for negotiations of compensation for providing materials that may be acquired for those services described under "Unscheduled or Emergency Work of Traffic Signal and Street Light Equipment" and "Upgrades" in this Solicitation.

Note that the Cost Proposal, including all fees and compensation shall remain firm for a minimum of ninety (90) days from the proposal submission deadline.

### **C. Due Date**

All proposals must be received in the City of Menlo Park, Department of Public Works by **2:00 P.M. JUNE 29, 2011**. Proof of receipt before the deadline is required by a City of Menlo Park, Department of Public Works date stamp. It is the responsibility of the Proposer to see that any proposal sent through the mail shall, or any other delivery method, have sufficient time to be received by the City of Menlo Park, Department of Public Works prior to the proposal due date and time. Late proposals will be returned to the Proposer unopened. Proposals shall be clearly marked and identified and must be submitted to:

City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025-3469  
Attn: Atul Patel, P.E., Senior Transportation Engineer

**Any questions, technical or otherwise, pertaining to this Request for Proposal must be submitted IN WRITING and directed ONLY to:**

City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025-3469  
Attn: Atul Patel, P.E., Senior Transportation Engineer  
aipatel@menlopark.org

Please check our city website for updates and addendums to this project prior to bid opening date. Only questions that have been resolved in writing via the Senior Transportation Engineer (Mr. Atul Patel) will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

### **D. Delivery**

Proposals must be delivered in a SEALED envelope/package and shall contain the

following items:

1. A copy of the firm's valid, current and in good standing Class A or Class C-10 contractor's license issued by the California State Contractor Licensing Board.
2. Information on the firm, key personnel, past experience/references, understanding of scope of work/work proposal, and cost proposal.
3. Schedules A, B, and C.
4. Acknowledgement of proposed Liquidated Damages (see Attachment A).
5. Signed acknowledgments of References (\*if any, bottom of Attachment B).
6. Outside of Envelope shall clearly state "**Traffic Signal, Street Light & Lighting Maintenance.**"

**Special Note:** The Contractor will be required to assign a sufficient number of technicians to the City as may be necessary to provide routine "Preventive Maintenance" to each traffic signal (once every three months), as described in this Solicitation. An inability to provide routine maintenance to each traffic signal, street light, radar speed feedback sign, and lighted crosswalk may cause the Contractor to be subject to liquidated damages. Failure to acknowledge the proposed Liquidated Damages clause included on Attachment "A" may render a Proposal as non-responsive, unless an alternative Liquidated Damages clause proposed by the Contractor is submitted to the City in its Proposal and approved by the City.

**Important Note:** The successful Proposer will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Menlo Park in accordance with the standard Professional Services Agreement - Appendix "B" hereto. Please note that Exhibit A & B of Appendix "B" is intentionally not complete in the attached document. The exhibit will be negotiated with the Contractor and will appear in the final Professional Services Agreement executed between the parties. Any exceptions to the language contained in the RFP or sample agreement must be included in the Proposal submitted and clearly defined. Exceptions to the City's standard boilerplate professional services agreement, including the insurance requirements, may be considered in the evaluation process.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

#### **E. Responsibility of Proposer**

All project Proposers shall be responsible. If it is found that a Proposer is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

#### **F. Protection of Property (Contractor's Responsibility)**

1. Confine operations at site to areas permitted by contract documents.
2. Do not encumber site with excessive material or equipment.
3. Do not impose any load on any structure that will damage or endanger structure.

4. Take precautions necessary to prevent annoyance to occupants adjacent to or in the vicinity of the work.
5. Contractor is solely responsible for conditions of the jobsite, including safety of all persons and property during performance of work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict the more stringent requirement shall be followed. All public and private property, pavement or improvement shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he/she shall immediately notify the proper owner or authorities.
6. The Contractor at his/her expense, shall rebuild, repair, restore, and make good to the City's satisfaction all injuries and damages resulting from his/her operations.

#### **G. Public Safety**

During performance of the work, the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards (at Contractor's expense) as shall be appropriate under the circumstances in his/her judgment for the prevention of accidents; and he/she shall take other precautions as necessary for public safety including, but not limited to, traffic control.

#### **H. City's Responsibility**

The City's review of the Contractor's construction performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

The City representative may suspend operations if he/she determines that an imminent safety hazard exists.

#### **I. Cooperation with Other Work Forces**

Other contractors, other utilities and public agencies or their contractors, other city contractors, and City personnel may be working in the vicinity at the same time as the Contractor.

There may be some interference between these activities and the work under to be performed by the Contractor. The Contractor shall cooperate and coordinate this work with that of other work forces to assure timely contract completion.

Any costs for providing cooperation with other work forces shall be considered as included in the bid price for the various contract items of work, and no separate payment will be made therefore.

#### **J. Commencement, Prosecution, and Completion of Work**

The Contractor is not authorized to perform any work until he/she has received from the City an official notification to commence work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed.

The notification to commence work will not be issued until the contract has been properly executed, and insurance has been submitted and approved.

#### **K. Hours of Operation**

The Contractor shall provide qualified on-call personnel, available and readily contactable twenty-four (24) hours per day, seven (7) days a week, three hundred sixty five (365) days a year, to act on behalf of the Contractor to handle both routine and after hour's emergency and urgent tasks. Contractor shall provide City with a local and toll-free telephone number which may be contacted at any time including non-business hours, weekends, and legal holidays to handle emergency calls. The 24/7/365 call center shall have been in place for a minimum of five (5) years demonstrating an ability to communicate effectively with residents and City staff in both standard and emergency situations.

The Contractor shall also maintain and provide direct telephone numbers, cellular phone numbers, fax numbers, and email addresses of various pertinent staff/ employees with which the City can maintain regular and direct contact regarding billing, estimating, service calls, status reports, scheduling, testing of equipment, and various other issues.

#### **L. Materials**

All materials, parts, and equipment furnished by the Contractor in the work shall be new, high grade, and free from defects. Quality of work shall be in accord with the generally accepted standards. Material and work quality shall be subject to the City's approval.

#### **M. Contractor's License**

The Contractor shall possess a valid Class A or C-10 Contractor's License at the time of proposal submittal.

#### **N. Superintendence**

The Contractor shall designate a competent, efficient supervisor of the work. The supervisor shall have complete authority to represent and act for the Contractor. The Contractor shall have California registered traffic and civil engineers on staff to assist with analysis, design review services, illumination studies, foundation sizing, installation methods, etc. as the need arises.

If the Contractor or supervisor is not available, any reasonable direction given by the City including stopping work shall be followed by Contractor's employees, suppliers, and subcontractors.

The Contractor shall not, without the written consent of the City, substitute any person or entity in place of the supervisor proposed in the Proposal.

#### **O. Uniforms and Dress**

At night or in the daytime when outer garments are not highway yellow in color, reflective vests shall be worn in the field. Contractor's personnel shall wear all appropriate personal safety equipment and garments when required by any law, statute or ordinance. Payment for uniforms and personal protective equipment shall be the responsibility of the Contractor. No additional compensation shall be allowed for uniforms and personnel equipment.

**P. Equipment Maintenance Requirements**

Vehicles and equipment used within the City shall be maintained at all times in good and safe mechanical condition, and kept relatively clean.

## **VI. FIRM SELECTION**

### **A. Review**

Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements for the Request for Proposal may be cause for rejection of the proposal.

### **B. Process**

The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proposer(s) participating in this process (creation of a short list). Attendance at any such interview will be at the Proposers expense.

### **C. Selection**

A final selection of a firm will be determined following review of all work proposals, cost proposals and/or formal oral presentations. The evaluation committee will make a recommendation of the Contractor for a contract to be awarded by the City Council.

**SPECIAL NOTE:** Proposal price alone will not be the sole determining factor in selection of the contractor for this work. The City will consider the proposal costs for all proposal items identified herein together with the Contractor's qualifications, references, and understanding of the scope of work to form the basis for its decision on who will be selected.

The City reserves the right to reject any or all proposals and to determine which proposal is, in the City's judgment, the most responsive. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the City.

### **D. Award of Contract**

It is the City's intent to award a single contract to the firm that can best meet the requirements of the Request for Proposal document. The City reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the City.

### **E. Public Record**

Proposers attention is drawn to the fact that all proposal documents submitted are subject to the (California Code Section 6250 et seq.), commonly known as the Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for City Council consideration, and/or following award of contract, if any, by the City Council.

### **F. Cost related to Proposal preparation**

The Proposer shall be responsible for all costs incurred in the development and

submission of this response. The City assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Proposer, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful Proposer has executed a written contract for performance of the work.

#### **G. Business License**

The successful Proposer that is awarded the contract will be required to be licensed for the duration of the contract in accordance with the City of Menlo Park Business License Ordinance of the Municipal Code.

#### **H. Proposal informalities or defects**

The City of Menlo Park reserves the right to waive any informality or technical defect in a Proposal and to accept or reject, in whole or in part, any or all Proposals and to advertise for new Proposals, as best serves the interests of the City.

#### **I. Investigations**

The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to perform the Work and the Proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

#### **J. Signed Proposal and Exceptions**

Submission of a signed Proposal will be interpreted to mean that Proposer has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement must be submitted with the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, terms or conditions may be considered in the evaluation process.

## **VII. AGREEMENT**

The selected Respondent will be required to sign the agreement or an agreement similar to that provided in "Appendix B."

Identify any exceptions to this agreement. If you do not note any exceptions, you will be expected to sign a final contract incorporating all of the terms and conditions of this sample.

## VIII. LIABILITY REQUIREMENTS

Prior to City's execution of the Agreement, the selected Respondent will furnish certificates of insurance and endorsements to the City.

Indemnification: The selected Respondent will defend, indemnify and hold harmless City and their officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Respondent, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts for any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

The parties expressly agree that any reasonable payment, attorney's fee, cost or expense the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of the Agreement.

Insurance: The selected Respondent will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Respondent or Respondent's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Ratio of not less than "A:-V."

Coverage and Limits: Respondent will maintain the types of coverage and minimum limits indicated below, unless Risk Manager or Public Works Director, in consultation with the General Counsel, approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Respondent's indemnification obligations under this Agreement. The City, their officers, agents, volunteers, and employees make no representation that the limits of the insurance specified to be carried by Respondent pursuant to this Agreement are adequate to protect Respondent. If Respondent believes that any required insurance coverage is adequate, Respondent will obtain additional insurance coverage, as Respondent deems adequate, at Respondent's sole expense.

Commercial General Liability Insurance: Two Million Dollars (\$2,000,000) combined single-limit per occurrence for bodily injury, personal injury, and property damage. If the submitted policies contain certain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

Automobile Liability: Two Million Dollars (\$2,000,000) combined single-limit per accident for bodily injury and property damage.

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of two million dollars (\$2,000,000) per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if

Respondent has no employees and provides, to City's satisfaction, a declaration stating this.

Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than Two Million Dollars (\$2,000,000) per claim.

Additional Provisions: Respondent will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

For Commercial General Liability Insurance and Automobile Liability Insurance, City, its officers, agents, volunteers, and employees will be named as additional insured.

Respondent will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

Providing Certificates of Insurance and Endorsements: Prior to City's execution of this Agreement, Respondent will furnish certificates of insurance and endorsements to the City.

Failure to Maintain Coverage: If Respondent fails to maintain any of these insurance coverage, then the City will have the option to declare Respondent in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverage. Respondent is responsible for any payments made by CITY to obtain or maintain insurance and CITY may collect these payments from Respondent or deduct the amount paid from any sums due Respondent under this Agreement.

Submission of Insurance Policies: CITY reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

Primary Coverage: For any claims related to the Services and this Agreement, the Respondent's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers, and employees. Any insurance or self-insurance maintained by the City for its officers, agents, volunteers, and employees, will be in excess of Respondent's insurance and not contributory with it.

Reduction in Coverage/Material Changes: Respondent will notify CITY thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

## **IX. CONDITIONS OF THE RFP**

1. All responses to the RFP become the property of the City.
2. The City reserves the right to accept, reject or negotiate modifications to any and all proposals as it shall, at its sole discretion.
3. Submission of an RFP does not bind the City to any action or to any party.
4. The City will not be liable for any cost incurred in the preparation of the proposals.
5. The City reserves the right to cancel in part, or in its entirety, this RFP and to waive any irregularities in the RFP process.
6. California Public Records Act – Once a final award is made, all RFP responses except certain financial and proprietary information become a matter of public record and shall be regarded by the City as public records. The City shall not in anyway be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the California Public Records Act. Respondents should be aware that under the California Public Records Act, all documents submitted in response to this RFP, including financial information, are considered public records and may be subject to public disclosure

**X. PROJECT CONTACT**

Any requests for clarification and/or additional information shall be directed in writing to the Senior Transportation Engineer:

**Atul Patel, Senior Transportation Engineer**

**City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025**

**[aipatel@menlopark.org](mailto:aipatel@menlopark.org)**

**650-330-6770**

**BID FORMS - COST PROPOSAL SCHEDULE "A" - FLATRATE MAINTENANCE SCHEDULE**

<b>Proposal Item No.</b>	<b>Description</b>	<b>Annual Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Annual Amount</b>
I.	Preventive Maintenance & Scheduled Repair: (Traffic Signal System, including Safety Lights & Internally Illuminated Street Name Signs)	22	Per Intersection Per Year	\$	\$
II.	Preventive Maintenance & Scheduled Repair: (Lighted Crosswalks)	5	Per Location Per Year	\$	\$
III.	Preventive Maintenance & Scheduled Repair: (Street Lights)	2,233	Per Location Per Year	\$	\$
IV.	Preventive Maintenance & Scheduled Repair: (Radar Speed Feedback Signs)	2	Per Location Per Year	\$	\$
V.	Underground Service Alert – USA: (Dig Alert Service)	52*	Per USA	\$	\$
<b>Total Proposal Items (I, II, III, IV, and V) Per Year</b>		<b>\$</b>			

\* There are approximately 52 USA's (Underground Service Alert) performed each year. If more than 52 USA's are required within a contract term, the listed USA unit price will be charged for each USA performed (in excess of 52 USA's).

<b>Additional Work</b>		
<b>Item No.</b>	<b>Description</b>	<b>Unit Price</b>
1.	Replace Type A Detector Loop (1 to 4 loops)	\$ _____ Per Loop
2.	Replace Type A Detector Loop (4 or more loops)	\$ _____ Per Loop
3.	Replace Type D Detector Loop (1 to 4 loops)	\$ _____ Per Loop
4.	Vehicular LED Replacement – Normal Working Hours	\$ _____ Per Lamp
5.	Vehicular LED Replacement – Overtime Hours	\$ _____ Per Lamp
6.	Pedestrian LED Replacement – Normal Working Hours	\$ _____ Per Lamp
7.	Pedestrian LED Replacement – Overtime Hours	\$ _____ Per Lamp

**BID FORMS - COST PROPOSAL SCHEDULE "B" – UNSCHEDULED/EMERGENCY WORK**

The position titles and descriptions listed hereon may not accurately reflect the position titles and descriptions of employees of your firm. For those positions that are not employed by your firm, cross out and mark as "N/A" to indicate that the position is not applicable to the services to be provided by your firm.

Title	Description	Hourly Straight Time	Hourly Overtime
Operations Superintendent	All repair work, both field and laboratory, subject to his approval and direction	\$- _____.____	\$- _____.____
Engineering Technician	Provides liaison, assist traffic engineer on systems and provides technical data.	\$- _____.____	\$- _____.____
Crew Leader	Primary duties are to field troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of Preventive maintenance.	\$- _____.____	\$- _____.____
Traffic Signal Technician – Field	Primary duties are to field troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of Preventive maintenance.	\$- _____.____	\$- _____.____
Traffic Signal Technician – Laboratory	Performs complete repair and maintenance of all controllers, detectors, and associated device that are brought from the field for repairs.	\$- _____.____	\$- _____.____
Traffic Signal/Streetlight Person	Primary duties are as directed by lead person in assisting field technicians and accomplishing preventive maintenance procedures as directed.	\$- _____.____	\$- _____.____
Traffic Signal/Streetlight Laborer	Primary duties are to assist the signalman and crew in knockdown repairs and modifications as directed.	\$- _____.____	\$- _____.____

**Special Note:**

The flat rate fee per intersection represents total compensation for all labor and materials necessary to provide routine "Preventive Maintenance" work as described herein; and for assigning technicians as necessary to provide routine preventive maintenance, scheduled repair, and to respond to unscheduled/emergency work ("Extra" Work during or after regular working hours (7:00 AM to 5:00 PM, Monday through Friday)).

**BID FORMS -COST PROPOSAL SCHEDULE “C” - VEHICLE AND EQUIPMENT SCHEDULE**

**UNSCHEDULED/EMERGENCY WORK (“EXTRA WORK”)**

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicles and equipment that are not used by your firm, cross out and mark as “N/A” to indicate that the vehicle or equipment is not available or necessary for the services provided by your firm.

Personnel Vehicle	\$_____ per Hour
Pickup Truck	\$_____ per Hour
Service Truck	\$_____ per Hour
Service/Ladder Truck	\$_____ per Hour
Boom/Ladder Truck	\$_____ per Hour
Crane Truck	\$_____ per Hour
ALTEC/Tesla Truck (Hydraulic type – man lift)	\$_____ per Hour
Air Compressor	\$_____ per Hour
Big Concrete Saw	\$_____ per Hour

Any equipment not listed will be charged per current CalTrans equipment rates. The City will pay a maximum travel time of one hour in each direction.

**MATERIAL MARK-UP**

Material mark-up will not exceed \_\_\_\_\_% of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for unscheduled/emergency work ("Extra Work"), or upgrades.

**Special Note:**

The flat rate fee per intersection represents total compensation for all vehicles and equipment necessary to provide routine "Preventive Maintenance" work as described herein, unless additional or separate payment for repairs or unscheduled work is otherwise authorized.

**BID FORMS - ATTACHMENT "A" – LIQUIDATED DAMAGES CLAUSE**

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

**SIGNATURE AUTHORIZATION**

NAME OF PROPOSER/FIRM:

\_\_\_\_\_

- A. I hereby certify that I have the authority to offer this proposal to the City of Menlo Park for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual; \_\_\_\_\_  
 A partnership, Partners' names: \_\_\_\_\_  
 A company; \_\_\_\_\_  
 A corporation \_\_\_\_\_

2. My tax identification number is: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

**In the space provided below, please acknowledge receipt of each Addenda:**

**Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.**

**BID FORMS - ATTACHMENT "A" – LIQUIDATED DAMAGES CLAUSE  
(Continued)**

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

Maintaining the City's traffic signal, street light, radar speed feedback signs, and lighted crosswalk equipment in accordance with established standards, such that the equipment functions as designed in a manner that promotes the public's health, safety and welfare, is the single most important criteria for awarding a traffic signal, street light, and lighting maintenance services contract to the selected firm. The selected firm, in its Proposal, has committed to providing preventive maintenance and scheduled repair of all traffic signal, street light, radar speed feedback signs, and lighted crosswalk equipment maintained by the City at a frequency described in this Solicitation; and, has committed to responding to after hour calls for unscheduled or emergency work ("Extra Work") within two (2) hours of receiving notification.

It is expressly understood that the experience, knowledge, capability and reputation of the selected firm, and the selected firm's commitment to provide timely traffic signal, street light, radar speed feedback sign, and lighted crosswalk maintenance services are a substantial inducement for City to enter into a traffic signal, street light, radar speed feedback sign and lighting maintenance services contract with the selected firm. Therefore, in the event the City observes the selected firm's inability to meet its commitments made in relation to furnishing traffic signal maintenance services, certain damages will incur and shall apply to payments due to the selected firm.

The City proposes the following liquidated damages clause as a condition of a contract awarded to the selected firm.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the following sums noted herein for each failure or delay in the performance of the services required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

Failure to provide preventive maintenance at any given location once every two months: \$500 per instance

Repetitive calls for service at a single location: \$500 per repeated call

Failure to respond to after hour calls for unscheduled or emergency work ("Extra Work"):

Call responded to, technician reports to location 2 to 3 hours after notification: \$1,000

Call responded to, technician reports to location 3 to 4 hours after notification: \$2,500

Call responded to, technician reports to location 4 or more hours after notification: \$5,000

**BID FORMS ATTACHMENT “A” – LIQUIDATED DAMAGES CLAUSE  
(Continued)**

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL\***

**LIQUIDATED DAMAGES CLAUSE**

One of the following statements must be acknowledged by the Proposer. The statement that does not apply shall be crossed-out or otherwise marked to indicate it does not apply.

I hereby certify that I *have* read and understood the proposed Liquidated Damages clause included in this Attachment A, and agree to its inclusion in a contract awarded to my firm.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

I hereby certify that I have read and understood the proposed Liquidated Damages clause included in this Attachment A, but propose an alternative Liquidated Damages clause (enclosed) for inclusion in a contract awarded to my firm.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

***(Failure to include a proposed alternative Liquidated Damages clause may render a bid as non-responsive).***

**BID FORMS - ATTACHMENT "B" – CONTRACTORS QUALIFICATIONS AND REFERENCES**

Name of Contractor: \_\_\_\_\_

**THE CONTRACTOR SHALL COMPLETE THE FOLLOWING STATEMENTS:**

1. The Contractor has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of \_\_\_\_\_ years.
3. The following maintenance contracts have been satisfactorily completed in the last three (3) years for the persons, firms or authorities indicated:

	<b>YEAR</b>	<b>TYPE OF WORK</b>	<b>CONTRACT AMOUNT</b>	<b>LOCATION AND FOR WHOM PERFORMED</b>
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____

4. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

	<b>NAME/TITLE</b>	<b>ADDRESS</b>	<b>TELEPHONE</b>
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____

5. The following maintenance contracts are no longer current but have been satisfactorily completed in the last five (5) years for the persons, firms or authorities indicated:

	<b>YEAR</b>	<b>TYPE OF WORK</b>	<b>CONTRACT AMOUNT</b>	<b>LOCATION AND FOR WHOM PERFORMED</b>
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____

**BID FORMS - ATTACHMENT "B" – CONTRACTORS QUALIFICATIONS AND REFERENCES  
(Continued)**

6. Following is a list of plant and equipment owned by the Contractor, which is definitely available for use on the proposed work as required:

<b>QUANTITY LOCATION</b>	<b>NAME, TYPE, AND CAPACITY</b>	<b>CONDITION</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets as necessary)

7. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor:

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**APPENDIX A:  
LIST OF CURRENT “TRAFFIC SIGNALS”, RADAR SPEED FEEDBACK SIGNS, AND  
“LIGHTED CROSSWALKS”**

**TRAFFIC SIGNALS**

<b>No.</b>	<b>Location</b>	<b>Controller Type</b>
1	Alpine & Santa Cruz/Junipero Serra	2070
2	Bohannon & Marsh/Florence	170
3	Branner & Sand Hill	170
4	Gilbert & Willow	2070
5	Middlefield & Ravenswood	2070
6	Middlefield & Ringwood	2070
7	Middlefield & Willow	2070
8	Sand Hill & Sharon Park	170
9	Sand Hill & Santa Cruz	2070
10	Santa Cruz & University	2070
11	Laurel & Ravenswood	2070
12	Sand Hill & Saga (SLAC)	170
13	Sand Hill & Addison/Wesley (a.k.a.: Sand Hill & IBM)	2070
14	Oak Grove & Laurel	2070
15	Durham & Willow (V.A. Hospital)	2070
16	Oak/Vine & Sand Hill	2070
17	Santa Cruz & Hillview School (Ped Sig.)	Naztec Micro controller
18	Marsh & Bay	170
19	Santa Cruz at Arbor (Ped Sig.)	Naztec Micro controller
20	Willow & Coleman	2070
21	Scott & Marsh	170
22	Valparaiso & University	2070

**LIGHTED CROSSWALKS**

<b>No.</b>	<b>Main Street</b>	<b>Side Street</b>
1	Ravenswood	Alma St.
2	Oak Grove	In front of Menlo Park Post Office
3	Santa Cruz	Johnson Street
4	Crane	Near Valparaiso Avenue
5	Santa Cruz	Near Sharon Road

**RADAR SPEED FEEDBACK SIGNS**

<b>No.</b>	<b>Main Street</b>	<b>Side Street</b>
1	Sand Hill Road	EB direction between Saga Ln and Addison Wesley
2	Sand Hill Road	WB direction between Saga Ln and Addison Wesley

## APPENDIX B: CONTRACT TEMPLATE

### CONTRACTOR INSTRUCTIONS FOR COMPLETING CITY OF MENLO PARK AGREEMENTS

Thank you for your interest in working with the City of Menlo Park. Attached to this instruction sheet is an Agreement for Professional Services that will need to be signed by authorized representatives of your organization. Past experience has caused us to develop this instruction sheet to expedite the agreement process. The following should generally correspond to the Agreement. **Please review this instruction sheet and the entire Agreement prior to signing the attached document. Thank you.**

#### Introductory Paragraphs

- **Do not** enter a date in Paragraph 1, Page 1 of the Agreement. The City will complete this after all parties have executed the Agreement. **Do not** enter a dollar amount in Paragraph 3, Page 1 of the Agreement. The City will complete this after bid has been accepted. **Please note** that the City will replace the first page of the Agreement should it be dated or if a dollar amount is written when it is returned to the City.

#### Insurance

- The City will not execute the Agreement and you will be unable to commence work without all certificates of insurance and endorsements in place. This requirement has the greatest potential of delaying execution of the Agreement. We have attached an insurance check sheet for the convenience of your insurance carrier. Please send all insurance documents to your City staff contact.

#### Business License

- The City will not execute the Agreement and you will be unable to commence work without first obtaining a City of Menlo Park Business License.

#### Signature Page

- Please sign in **ink**.
- Please have the correct parties sign the Agreement. Along with insurance, incorrect completion of this requirement will delay the City's execution of the Agreement.

#### Exhibit "A"

- This Exhibit should be an itemized schedule of fees and schedule of performance.

#### Exhibit "B"

- This Exhibit should be proof of insurance coverages.

Exhibits that contain additional information may be returned for the removal of that information, particularly if the information has the effect of amending the Agreement.

**CITY OF MENLO PARK**

**Instructions for completing Certificate of Insurance for Professional Services**

**PLEASE SEND THIS LIST TO YOUR INSURANCE COMPANY OR BROKER**

Items checked below MUST be included on your Certificate of Insurance.

Please make corrections to your Certificate of Insurance per items checked below.

- General Liability Insurance Coverage \$2,000,000 CSL\*
- Business Automobile Liability Insurance Coverage \$2,000,000 CSL\*
- Workers' Compensation: Statutory limit; and Employers' Liability \$2,000,000 per incident\*  
Workers' Compensation offered by the State Compensation Insurance Fund is acceptable. If a sole proprietor with no employees, Worker's Compensation and Employers' Liabilities not required, but must submit evidence of current status.
- Professional Liability appropriate to Contractor's profession \$2,000,000 per claim\*
- The full name of company(s) affording coverage on the Certificate of Insurance and their A.M. Best rating.

Insurance is to be placed with insurers that have a rating in A.M. Best's Key Rating Guide of at least A-V and are admitted/licensed to transact the business of insurance in the State of California by the Insurance Commissioner as evidenced by listing in the official publication of the Department of Insurance of the State of California.

- Authorized Representative's original signature
- Project Title: Traffic Signal, Street Light & Lighting Maintenance

All coverage endorsements must contain the following:

- This policy will not be canceled until thirty (30) days after receipt of written notice by certified mail of cancellation by the Public Works Services Department of the City of Menlo Park, California.

Separate endorsements for General Liability and Automobile Liability must contain the following:

- The City of Menlo Park, (or if applicable – the City of Menlo Park Redevelopment Agency), its officials, employees and volunteers must be named as an additional insured with respect to liability arising out of activities performed by or on behalf of the Named Insured.
- Coverage under this policy shall be primary insurance as respects the City, its officials, employees and volunteers.
- All rights of subrogation are waived as respects all additional insured's hereunder.

---

Please email and mail the Certificate of Insurance, with endorsements to:

Blanca T. Papas – Contract Specialist  
City of Menlo Park - Engineering  
701 Laurel St  
Menlo Park, CA 94025  
btpapas@menlopark.org  
650-330-6756

Reference: Traffic Signal, Street Light, Radar Speed Feedback Signs, & Lighted  
Crosswalks Maintenance Services

All said insurance shall be maintained by the Contractor in full force and effect during the ENTIRE PERIOD OF PERFORMANCE under the contract. Professional Liability shall be maintained for a period of five years following date of completion.

**AGREEMENT WITH INDEPENDENT CONTRACTOR No. \_\_\_\_\_**

Contractor Name, Address & Phone No.

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

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

**Department:** Public Works – Transportation  
**Attention:** Atul Patel  
**Address:** 701 Laurel Street  
**City, State, Zip:** Menlo Park, CA 94025  
**Phone:** (650) 330-6770

**Traffic Signal, Street Light & Lighting Maintenance**

It is agreed between the City of Menlo Park, California, and Contractor as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for City in accordance with terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the City of Menlo Park.

2. Contract Term. The term of this agreement shall be completed from \_\_\_\_\_ to June 30, 2012 unless terminated earlier by the City.

3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Attachment "Bid Forms" City shall make payment to Contractor in the manner specified herein and in the attached documents titled "Bid Forms". In the event that the City makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. The City reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed \$\_\_\_\_\_.

4. Relationship of the Parties. Contractor agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City and that Contractor acquires none of the rights, privileges, powers or advantages of City employees.

5. Insurance and Indemnity. Contractor, at its own expense, shall provide and keep in force, commercial liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than One Million Dollars (\$2,000,000.00) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than Two Million Dollars (\$2,000,000.00) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence in respect to damage to property. City shall be named as an additional insured on Contractor's insurance policy Contractor shall provide City with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing work. The Contractor shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than Two Million Dollars (\$2,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and three hundred thousand dollars, (\$300,000) property damage. To the full extent permitted by law Contractor agrees to defend, indemnify and hold City, its employees, agents, and officers, harmless from any and all claims, damages, and liability in any way occasioned by or arising out of the contractor's negligent performance of services under this agreement, breach of contract or construction defects arising out of Contractor's work.

6. Non-assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. Termination of Agreement. The City may, at any time, terminate this Agreement, in whole or in part,

for the convenience of City, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the City and shall be promptly delivered to the City. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. Worker’s Compensation Insurance. Contractor agrees and understands that the City does not provide Worker’s Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. Payment of Permits/Licenses. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. Non-Discrimination. No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. Contractor shall ensure full equal employment opportunity for all employees under this Agreement.

11. Retention of Records. Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

12. Merger Clause. This Agreement, including the attached documents titled “Bid Forms” attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document’s date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the City. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Attachment “Bid Forms” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

13. Prevailing Wages. Prevailing wages must be paid for all of the work to be done. A tabulation of the various classifications of workers to be employed and the prevailing rate of wages applicable thereto is available from the California Department of Industrial Relations Website.

14. Compensation: Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City. Incremental payments, if applicable, should be made as outlined in attached Attachment “Bid Forms”.

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES**

\_\_\_\_\_  
Glen Rojas, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor’s Name Printed

\_\_\_\_\_  
Contractor’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor’s Tax I.D. Number or Social Security Number

Attachment "Bid Forms":

Cost Proposal: Schedule "A" – Flatrate Maintenance Schedule  
Schedule "B" – Unscheduled / Emergency Work  
Schedule "C" – Vehicle and Equipment Schedule – Unscheduled /  
Emergency Work ("Extra Work")

Attachment A – Liquidated Damages Clause

Attachment B – Contractors Qualifications and References

Appendix A – List of Current "Traffic "Signals", Radar Speed Feedback Signs, and  
"Lighted Crosswalks"

Appendix B – Contract Template

Dispute Resolution

## **DISPUTE RESOLUTION**

**B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

### **B2.0 Mediation**

**B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph 3.1.

### **B3.0 Arbitration**

**B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the contract.

**B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

**B3.3** Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

**B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.

**B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

**B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.