

**CITY OF LA PALMA**  
**Community Services Department**  
**7821 Walker Street**  
**La Palma, California 90623-1771**

**CITY COUNCIL**  
**Nitesh P. Patel, Mayor**  
**Michele Steggell, Mayor Pro Tem**  
**Debbie S. Baker, Council Member**  
**Marshall Goodman, Council Member**  
**Mark I. Waldman, Council Member**

**CITY MANAGER**  
**Conal McNamara**

**COMMUNITY SERVICES DIRECTOR**  
**Michael S. Belknap**



**REQUEST FOR  
STATEMENT OF QUALIFICATIONS  
AND PROPOSALS**

**FOR**

**TRAFFIC SIGNAL MAINTENANCE SERVICES**

**September 2021**

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STATEMENT OF QUALIFICATIONS  
AND PROPOSALS**

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**TRAFFIC SIGNAL MAINTENANCE SERVICES**

**CITY OF LA PALMA  
COMMUNITY SERVICES DEPARTMENT**

**SUMMARY:**

The City of La Palma is soliciting statements of qualifications (SOQ) and requests for proposals (RFP) from qualified contractors for furnishing all labor, materials, equipment, transportation and such other facilities as may be required to perform contract services providing the maintenance of traffic signals and traffic signal interconnect system in the City of La Palma.

The initial term for this contract will be for a three-year period. The City may exercise two 1 year extensions to renew this contract for a total term of five years, each contingent upon satisfactory work of the maintenance contractor and mutually agreed upon proposed fees.

**BACKGROUND:**

The City of La Palma currently operates and maintains 21 traffic signals, primarily equipped with Econolite equipment/controllers, 6 out of the 21 traffic signals have newly installed battery backup systems (BBS). Approximately 20 traffic signals are currently connected to an Econolite closed-loop traffic signal interconnect system, the communication cable used for this traffic signal interconnect system is various sized twisted-pair copper cable.

**SCOPE OF SERVICES:**

The Contractor shall furnish all labor, materials, equipment, transportation and such other facilities to perform all work necessary to maintain in good and workmanlike manner the traffic signal facilities and safety lighting, in accordance with the defined scope of work noted in Exhibit "A" of the attached Contract Services Agreement.

**Schedule:**

The tentative schedule for RFP process is as follows:

1. Release of RFP – September 29, 2021
2. Deadline for Written Questions – October 5, 2021 by 1:30pm
3. Proposal Due Date – October 13, 2021
4. City Council Consideration of Contract – November 2, 2021

**PROPOSAL REQUIREMENTS:**

Interested firms shall submit four copies of their proposal to the City of La Palma by **4:00 P.M., Wednesday, October 13, 2021.**

Proposals shall be directed to:

Douglas Benash, PE, QSD  
City Engineer  
Community Services Department  
7821 Walker Street  
La Palma, CA 90623  
Cell: (626) 203-2849

Inquiries may be directed to the City Engineer.

Firms wishing to be considered must submit the following:

1. Present your company's concept for providing a comprehensive, traffic signal maintenance program and related support services for the City of La Palma as detailed in the City's suggested scope of services. Include a discussion regarding the range of tasks and services provided by your company. Respondents are encouraged to recommend supplementary alternatives or tasks that may reduce the costs to the City or enhance the overall quality of the work product.
2. The Contractor shall identify individuals who will be assigned to the City of La Palma, their job titles, and the percentage of their work hours dedicated to the City of La Palma. Also include a brief statement of their job description, qualifications (including IMSA certifications), and previous job related experience with traffic signal maintenance or other specialties. Identify the primary contact with the City during the contract period and the level of their authority.
3. List a minimum of five recent (within the past three years) Public Agency clients for whom similar or comparable services have been performed. Include the name of the agency, mailing address, and contact name and telephone number.
4. Submit proposed compensation rates for routine maintenance, labor/equipment for extraordinary maintenance and lump sum items as noted in Exhibit "B" of the

attached Contract Services Agreement. **This completed rate sheet shall be submitted in a separate sealed envelope with “Traffic Signal Maintenance Services – Proposed Compensation Rates” noted on the outside.**

5. The selected firm will be required to enter into a Contract Services Agreement with the City (see attached). All proposals must include a statement that the company has reviewed the Agreement and finds the terms acceptable. If your company has concerns with the Contract Services Agreement, please note the specific concerns in your proposal.

### **SELECTION PROCEDURE:**

The City will select a Contractor to perform the traffic signal maintenance services program based on the following criteria:

1. Most qualified, based on personnel and previous experience to perform the traffic signal maintenance services requested by the City of La Palma.
2. Proposed scope of services, and demonstration of an approach to perform the City’s traffic signal maintenance services.
3. Effective use of resources proposed for the program.
4. The City will request the two highest ranked Contractors who appear to be most qualified to perform these traffic signal maintenance services to participate in a brief oral interview and presentation of their proposal if the City chooses.

### **GENERAL INFORMATION:**

The City reserves the right to request additional information from any and all consultants.

The City reserves the right to reject any and all proposals or a specific item or items of a proposal.

The selected firm shall provide insurance policies in accordance with the requirements of the City’s Contract Services Agreement.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of the proposal prior to the award of a written contract will be borne by the proposing company. All proposals submitted to the City in response to this Request for Proposal shall become property of the City.

After selection of the Contractor, all applicants will be notified of the City’s decision.

## AGREEMENT FOR MAINTENANCE OF TRAFFIC SIGNALS

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF LA PALMA (“City”), and \_\_\_\_\_ (“Contractor”).

WITNESSETH:

The parties hereto do agree as follows:

1. RECITALS: This AGREEMENT is made and entered into with respect to the following facts:

(a) That CITY, pursuant to Section 37103 of the Government Code of the State of California, desires to obtain certain services available through Contractor, specifically special engineering and maintenance skills relative to traffic signaling devices.

(b) That the principals of Contractor are well qualified to perform such services by reason of their special training and experience relating to the repair and maintenance of traffic signaling devices.

(c) That the public interest, convenience and necessity requires that City obtain such services upon the terms and conditions hereinafter set forth.

2. DEFINITIONS:

(a) “City Engineer” shall mean and refer to the City Engineer of the City of La Palma, acting personally or through his/her duly authorized agents, each agent acting only within the scope of authority delegated to him/her.

(b) “Police Chief” shall mean and refer to the Senior Management employee of the Police Department of the city of La Palma, acting personally or through his/her duly authorized agents, each agent acting only within the scope of authority delegated to him/her.

(c) The word “Contractor” shall mean and refer to \_\_\_\_\_ (insert Contractor’s name)

3. AUTHORITY OF THE CITY ENGINEER:

(a) The City Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Engineer shall further decide all questions which arise as to the acceptable fulfillment of the agreement on the part of the Contractor; and all questions as to claims and compensations.

(b) The City Engineer’s decision shall be final and he shall have authority to enforce and make effective such decisions and orders that the Contractor shall carry out promptly.

(c) At no time will any changes in timing or progression of the signals be made except with the approval and under the direct supervision of the City Engineer.

4. SERVICES:

(a) Traffic Signals: Contractor shall, during the term of this Agreement, service, maintain and overhaul, as set forth in detail below, traffic signal devices (i.e. time, semi-actuated and fully actuated traffic signals) at the locations set forth on EXHIBIT "A," attached hereto and incorporated herein by this reference, and at such other locations where such devices may from time to time be installed within the City. It is understood and agreed that all said labor, services, materials and equipment shall be furnished and said work performed and completed by the Contractor as an independent Contractor, subject to the inspection and approval of the City, the City Engineer's office, or inspectors or their representatives. When City desires to add traffic signal devices, to be served and maintained pursuant to this Agreement, it shall notify Contractor of such added signal devices at least ten (10) days in advance of the time such service shall commence. In the event any signals are installed, which are a more complicated type than those shown on Exhibit "A", these signals may be added to the maintenance contract at a price mutually satisfactory to the Contractor and the City.

The services to be performed by Contractor hereinunder shall consist of a maintenance program including, but not limited to the following:

i) The inspection, cleaning and adjustment of each controller unit, and the repair and replacement of any and all defective parts; such inspection, cleaning and adjustment shall take place as to each unit at least once per calendar month.

ii) The Contractor shall relamp on a group relamping basis. The relamping period shall be based on an 80% depletion curve, not to exceed twelve (12) months. Lamps shall be General Electric, Sylvania, Westinghouse or City-approved equal.

iii) The replacement and/or repair of any and all defective parts of the controller mechanisms of any unit, or any part thereof, as may be necessary for the operation thereof.

iv) The cleaning, polishing, and inspection of all lenses and reflectors in each unit at the time the signal is relamped. All broken or deteriorated parts will be replaced or changed as necessary.

v) The maintenance of a patrol to insure the prompt replacement of burned out lamps and repair of controller malfunctions, and to ensure the traffic signal progression of all units according to timing relationships determined by the City Engineer.

vi) The servicing of the signal systems on an emergency basis in the event of malfunction of the controller or signal systems.

vii) Painting of Equipment. At the request of the City, the Contractor shall furnish a written estimate for the painting of the equipment. The painting of the equipment shall commence thirty (30) days after approval and be completed within sixty (60) days of commencement. Equipment that shall be painted shall include signal heads, pedestrian heads, back plates, service cabinets, pedestrian buttons, and controller cabinets.

5. ANSWERING SERVICE CALLS: The Contractor shall maintain a 24-hour emergency service so that it may be contacted at any hour of the day or night and will be required to answer

different types calls, as specified below, within certain time limits. The Contractor shall supply the City Engineer and the Chief of Police with a telephone number from which its radio operator may be contacted at all hours.

(a) Light out calls. Two separate signal head indications will be required for each direction of traffic at all times. When this number falls below two, the Contractor shall answer the light out call as soon as possible, not to exceed two hours, day or night. In the event a light out call is received with the report that two indications are still remaining, the Contractor shall answer the call within 24 hours. It shall be the responsibility of the Contractor to determine the number of indications in operation.

(b) Emergency calls. Except as set forth in Paragraph (a) above, if the signal is malfunctioning in any manner, the Contractor shall answer the call immediately, regardless of the fact that the controller may have been switched to flashing operation by the Police Department. The word "immediately" is construed to mean with all possible haste, and shall not exceed one hour.

(c) Equipment required. The Contractor shall be equipped with spare parts sufficient to place the signal back in operation for ordinary trouble calls. In those cases where a complex controller or component has to be repaired, the Contractor shall be required to furnish and install a substitute controller or component until the defective controller or component is repaired or replaced to its original condition as originally installed.

6. EXTRAORDINARY MAINTENANCE: Whenever during the course of this Agreement any part of the signal system is damaged by collision, Acts of God or malicious mischief, excepting damage resulting from the negligence of the Contractor, the repair of such damage will be paid for as extraordinary maintenance according to the terms set forth in EXHIBIT "A," attached hereto and incorporated herein by this reference. In addition to this, the replacement of vehicle detectors, pedestrian signal neon tubes and transformers, fluorescent street name signs, or any revision work the City may request the Contractor to perform will be paid for as extraordinary maintenance. All non-emergency extraordinary maintenance will be subject to prior approval of Community Services Director or his designee. Emergency extraordinary maintenance shall be considered as damage resulting from collision, Acts of God or malicious mischief. Under an extraordinary emergency situation, the Contractor shall use reasonable judgment as to the extent of the hazard present and perform whatever work is necessary to put the signal system back into service. If permanent repairs are not immediately possible, Contractor shall put the signal in temporary operating condition. If service cannot be reestablished, temporary four-way Stop signs (36" size minimum) and advance warning signs ("Stop Ahead") shall be placed to control the traffic. On arterial streets, a minimum of two (2) Stop signs shall be required for each direction of traffic.

7. COMPENSATION: City shall pay to Contractor the sum in accordance with the proposals in EXHIBIT "B" per month for each intersection as listed in EXHIBIT "C", for the traffic signal maintenance program set forth in Section 4 (a) of this Agreement.

Contractor shall be entitled to additional compensation for extraordinary maintenance. Billing for extraordinary maintenance shall include only the following:

- (a) Labor and equipment as listed in EXHIBITS "B" and "C".
- (b) Cost of materials plus 15 percent.

On a monthly basis, the Contractor and the City Engineer or his representative will meet for approximately one hour at a mutually agreed upon time and place. The Contractor shall deliver to the City Engineer or his representative at this meeting, not to be held later than the 10th of the month, a complete written record of all work that was performed on the City's traffic signal equipment during the previous month. Such record shall include the location of each separate service, the day and approximate time, and the reason for the service, whether routine, emergency, or extraordinary, and the number of hours spent.

Upon receipt of each monthly invoice and certification by the City Engineer, the City will, within thirty (30) days after receipt of such invoice, pay to the Contractor all certified sums.

8. EXTENSION OF AGREEMENT: Sixty (60) days prior to the end of the agreement period, the City Engineer will contact the Contractor and determine if Contractor desires the City to extend the Agreement. In the event the Contractor is willing to extend the agreement the City will determine if justification exists for increase or decrease in the monthly service cost per intersection and whether extraordinary maintenance charges for labor and equipment (service type) is applicable. Following this cost analysis, the Community Services Director will present the cost increase and/or decrease to the City Council for approval, and ask the Council to extend the basic contract for an additional two-year period. The provisions of the balance of the Agreement will remain applicable. To the extent that they are modified, the monthly maintenance per intersection costs and EXHIBITS "B" and "C" shall be attached as applicable to this Agreement, and signed by the City and the Contractor.

9. LICENSE: The Contractor shall take out and maintain during the life of this Agreement a City Business License.

10. INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this section, nor shall it allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 11 of this Agreement.

(a) Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

i) General Liability (including premises and operations, contractual liability, personal injury, independent contractor liability): Three Million Dollars (\$3,000,000.00) per occurrence.

ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

iii) Workers Compensation and Employer's Liability Workers Compensation Insurance (if Contractor is required to have) in an amount required by the laws of the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this Agreement.

iv) Professional Liability (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.

(b) General Requirements. Contractor's insurance:

i) Shall be issued by an insurance company which is an admitted carrier in the State of California and maintains a Secure Best's Ratings of "-A" or higher; unless otherwise approved by City;

ii) General Liability, Automobile Liability and Employer's Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

iii) Shall be primary insurance and any insurance or self-insurance maintained by City or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it;

iv) Shall be "occurrence" rather than "claims made" insurance, excluding Professional Liability;

v) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel, excluding Professional Liability;

vii) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City; and

viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(c) Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of this Agreement by City.

(d) Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work commences.

(e) Workers Compensation Insurance. If Contractor is required to provide Workers' Compensation Insurance, Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement."

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to City in writing prior to City's execution of this Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

11. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold the "the City, and its officers, officials, employees, agents, representatives and volunteers ('City and City Personnel')" harmless from and against any and all actions, suits, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (hereinafter "claims or liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of the Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of the City and/or City Personnel. In connection therewith:

(a) Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

(b) Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

(c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

12. OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Engineer in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify and defend the City, the City Engineer, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.

(a) Labor Code of California. The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages), and Article 3 (Working Hours), thereof.

i) In accordance with Section 1773 of the Labor Code, the City Council of the City of La Palma has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies of which are maintained at City Hall, and are available to any interested party on request. Contractor shall post a copy of said document at each job site.

ii) In accordance with Section 1773.1 of the Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.

iii) The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. The Contractor shall submit certified payrolls to the City Engineer, including certified payrolls for all Subcontractors, at any tier, performing work on the site, regardless of the dollar amount or type of subcontract, on a weekly basis. If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City will retain an amount equal to ten (10%) percent of the estimated value of the work performed during the month from the next monthly estimate. Retention for failure to submit satisfactory payrolls shall be additional to all other retention provided for in the Contract.

iv) Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

v) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

vi) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by him or her in connection with this Contract.

vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to City, forfeit not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Work under the contract by Contractor or by any subcontractor under the Contractor.

13. ASSIGNMENT: The Contractor shall not assign this Agreement or any portion hereof, without first obtaining the written consent of City. If such assignment is made or attempted by Contractor, City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to Contractor of such termination.

14. TERM OF CONTRACT: This Agreement shall be in full force and effect for a period of three years from after midnight on \_\_\_\_\_. However, either, party, at its discretion, shall have the right to terminate this Agreement at anytime by giving sixty (60) days advance written notice.

15. PERFORMANCE: If the Contractor should neglect to prosecute the work properly, or fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Director of Public Works/City Engineer shall approve such action and certify the amount thereof to be charged to the Contractor.

16. NOT AN AGENT OF CITY: It is expressly understood and agreed that the Contractor herein named in the furnishing of all labor, services, materials and equipment, and performing the work as provided in this contract, is acting as an independent contractor and not as an agent, servant or employee of the City.

17. WARRANTIES: Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplied hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part to any cause beyond Contractor's reasonable control, such as, but not limited to, fire, flood, earthquake, lightning strike, or other labor difficulty.

18. ENTIRE AGREEMENT; CONSTRUCTION; AMENDMENT: This Agreement full, complete and final agreement between the parties relating to the subject matter hereof, and no prior oral or written agreement or understanding shall have any force or effect. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement may not be modified or amended except by a written instrument signed by authorized representatives of the City and Contractor.

IN WITNESS WHEREOF, the City Council of the City of La Palma caused the Agreement to be subscribed by its Mayor and City Clerk and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF LA PALMA

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACTOR

Dated: \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

#### **SCOPE OF SERVICES:**

##### **1. General**

During the term of this Agreement, the Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and material to perform all work necessary to maintain in good and workmanlike manner the traffic signal facilities and safety lighting in accordance with this defined scope of work.

The Contractor shall be equipped with spare parts sufficient to return a defective traffic signal to operation following ordinary trouble calls. Since the primary traffic signal controllers/equipment used in the City of La Palma is manufactured by Econolite Products, the Contractor shall have on hand at least two spare Econolite ASC/2-2000 controllers, two Econolite Cobalt TS1/TS2-T2 controllers and one Econolite ASC/2M-1000 Master for use in the City of La Palma. In addition, other spare equipment shall include bus interface units (BIU's), power supply units, and malfunction management units (MMU's).

The Contractor shall provide a Maintenance Transportation Technician with a minimum certification from the International Municipal Signal Association (IMSA) Level II Technician. Transportation Maintainers, Levels 1 and 2, may also be used to perform the scope of work as allowed by the Department of Industrial Relations. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If necessary, the Contractor shall replace any personnel assigned to the City whose performance is considered unacceptable by the City, or the standards established per this scope of services.

The Contractor shall provide as needed Underground Services Alert (USA) markings for underground traffic signal conduits and traffic signal power at locations noted on Exhibit "C"

##### **2. Specifications**

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation, and the current City of La Palma Standard Plans. All work performed or equipment/parts supplied by the Contractor shall be subject to the inspection and approval of the City. Failure to pass inspection on any maintenance, repair, or service item will result in non-payment for that item until such time as the Contractor can upgrade the item to an acceptable condition.

### **3. Additions to System**

The Contractor shall maintain, at the same unit price, additional traffic signals as they are added to the list of locations to be maintained. In the event notification is made at other than the beginning of the month, payment for that month shall be prorated from the day the Contractor is notified.

### **4. Maintenance Records**

The Contractor shall maintain a record of all service calls and work performed upon the traffic signal facilities listing dates, hour of day, and description of the work performed. A copy of this record shall be maintained at all times within the traffic signal controller cabinet at each traffic signal location.

A summary log sheet giving a brief description of all routine and extraordinary maintenance activities shall be attached to each associated monthly invoice. Invoices will not be paid until the summary has been received.

### **5. Notification**

The Contractor shall notify one of the City's designated representatives by telephone within twenty-four hours or the next business day regarding alterations to the operation of any traffic signal or the installation/removal of any substitute controller or component.

### **6. Types of Traffic Signal Equipment**

The bid prices for both the routine and extraordinary maintenance shall apply to the types of traffic signal controllers, accessories, and systems as may exist in the City now or that may be installed during the life of the contract.

### **7. Public Convenience and Safety**

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to the public.

The Contractor shall furnish, erect, and maintain such fences, barriers, lights, warning devices, and signs in compliance with the current Work Area Traffic Control Handbook (WATCH), or as may deemed necessary by the Community Services Director or his designated representative to give adequate warning to the public at all times.

### **8. Routine Maintenance**

#### **A. Traffic Signals**

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operations complaints, and extend the useful life of the traffic signal equipment at the locations noted on Exhibit "C".

The services to be performed on the traffic signals/flashing beacons by the Contractor shall consist of a preventative maintenance program, including but not limited to the following:

- To inspect, clean, and adjust each controller unit controller cabinet and make a routine inspection once per calendar month. All controller settings shall be checked using the cabinet timing sheets to ensure that all settings are correct. Any discrepancies shall be reported to the designated City representative. The Contractor agrees to maintain a record in each controller cabinet showing the date and time checked. Controllers which are replaced must be reported to the City within 24 hours of the replacement.
- Inspect, clean and adjust each battery backup system for proper functionality. Any repair must be reported to the City within 24 hours.
- The replacement or repair of any and all defective parts of the traffic signal system which may cause a signal malfunction or failure, as the occasion arises per routine maintenance, such as the signal controller, flashers, vehicle detectors, etc.
- The Contractor shall replace the air filter elements in all traffic signal cabinets every six months. The replacement date shall be noted on the maintenance log kept in the cabinet.

**B. Safety Lighting/Internally Illuminated Street Name Signs**

The routine maintenance bid price for traffic signals shall include one night-time inspection each calendar month to check the safety lighting and internally illuminated street name signs (IISNS) at each signalized intersection noted on Exhibit "C". The price for this monthly night-time inspection shall be included as part of the routine maintenance of the intersection. Replacements of burned-out lamps shall be at the rates noted on Exhibit "B" compensation rates. All other repairs to the safety lighting and IISNS shall be billed under extraordinary maintenance.

**C. Conflict Monitors/MMU's**

The Contractor shall test the conflict monitors or MMU's using the MT-180 conflict monitor tester or other approved tester on an annual basis. The Contractor shall supply a report for each test conducted. The testing of conflict monitors shall be included in the lump sum bid for routine maintenance of the intersection. Any conflict monitor that does not pass the required test shall be repaired or replaced and billed as extraordinary maintenance.

**E. Traffic Signal Master/Interconnect**

The Contractor shall provide trained technicians/personnel qualified in the field testing of an Econolite ASC/2M-1000 traffic signal master and the related closed-loop traffic signal interconnect system. Technicians assigned to the installation or repair of the City's traffic signal interconnect system shall have training or be directly supervised by a technician with experience in the installation and handling of twisted pair hardwire interconnect cable. The repair or replacement of traffic signal interconnect system shall be billed as extraordinary maintenance.

**F. Payment for Routine Maintenance**

The Contractor shall submit monthly billings for routine maintenance at the lump sum price per traffic signal location and for the monthly safety light survey. Said compensations shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection or location as detailed in the scope of services and no extra compensation will be allowed.

**9. Emergency Service**

The Contractor shall maintain a 24-hour emergency service for contact at any hour of the day or night and will be required to answer different types of calls, as specified below, within certain time limits.

**A. Light Out Calls**

Two separate indications, one of which must be the mast arm indication, will be required for each direction of traffic at all times. When this number falls below two, or the mast arm indication is out, the Contractor shall answer the light out call as soon as possible, not to exceed two hours, day or night. If a light out call is received with the report that two indications are remaining, one of which must be the mast arm indication, the Contractor shall answer the call within 24 hours. Light out calls for safety lighting will be answered within 24 hours.

**B. Emergency Calls**

Whenever a traffic signal is malfunctioning in any manner, the Contractor shall answer the call immediately, regardless of the fact that the controller may have been switched to flashing operation by the Police Department. The word "immediately" is construed to mean "with all possible haste", and shall not exceed one hour under normal circumstances.

The Contractor shall be equipped with spare parts sufficient to place the traffic signal back in ordinary operation. In those cases where a complex component has to be repaired, the Contractor shall be required to furnish and install a substitute component until the defective component is repaired. In the case of a controller, the substitute controller must be capable of operating with the City's Econolite closed loop traffic signal interconnect system, if the existing controller had that same capability.

The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. The Contractor shall supply the Community Services Director and the Police Department with a telephone number from which his radio operator may be contacted at all hours.

## **10. Extraordinary Maintenance**

Extraordinary maintenance shall be defined as:

- Repair/services of damages resulting from collisions which have caused dislocation of poles or equipment, vandalism, street rehab/construction related projects, or natural or civil disasters.
- Additional extraordinary maintenance will include modifications to traffic signal equipment such as, but not limited to, upgrades of controller cabinets and controller components, LED signal indication replacements, LED pedestrian indication replacements, painting of traffic signal cabinets and signal heads, installation of new signal indications, lenses or framework, installation of signal loop detectors, installation of traffic signal interconnect cable or components or replacement of obsolete equipment.
- The Contractor may be required to assist in the final inspection of new installation of traffic signals, traffic signal interconnect, loop detectors or other traffic related type projects.

### **A. Notifications**

The Contractor shall report to the Community Services Director or his authorized representative the said conditions and provide satisfactory evidence that replacement is necessary per terms of extraordinary work. The Contractor shall provide cost estimates, including labor, equipment, and all incidentals to perform said work. No work shall proceed without the Community Services Director or his authorized representative's authorization except in emergencies where injury or property damage may result without prompt response.

### **B. Payment for Extraordinary Maintenance**

Upon the receipt of an itemized invoice within thirty days of completion of the work, the City shall compensate the Contractor for such repairs required beyond the scope of routine maintenance as follows:

#### **Materials**

The City shall pay the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up, which shall in no case be greater than 15%. All materials and parts shall be new or have the approval of the Community Services Director or his designated representative if otherwise. The City has the right to inspect the

Contractor's records to verify any material costs used in extraordinary maintenance.

**Direct Labor**

The Contractor shall present with its monthly invoice a record of hours spent in extraordinary maintenance of traffic signals and appurtenances per intersection or location. The City shall pay the Contractor for such hours of extraordinary maintenance at the hourly rates specified in Exhibit "B". Said hourly rates shall be the total cost to the City. The rates shall include all compensation for wages, profit, overhead, and any fringe benefits.

**Equipment**

The City shall pay the Contractor for equipment used in extraordinary maintenance on a per hour basis as specified in Exhibit "B" and per the appropriate required equipment to complete the work.

The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by the City when specified equipment is used. No additional payment of any kind shall be paid for equipment except as specified on Exhibit "B" for per hour rates.

Any other equipment that may be needed to be rented in order to perform the extraordinary maintenance that is not listed shall be billed at the local rental rate plus the percentage mark-up, which in no case shall be greater than 15%. Documentation of the rented equipment with the applicable rental rates must be submitted with any invoices.

No additional compensation shall be paid for transporting the equipment to or from the job site.

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**EXHIBIT "B"**

**COMPENSATION RATES**

**ROUTINE MAINTENANCE RATES**

<u>Item No.</u>	<u>Quant.</u>	<u>Item of Work</u>	<u>Unit Price</u>	<u>Total</u>
1.	21	Full Traffic Signal Maintenance each intersection per month	\$ _____	\$ _____
Total of Item 1				\$ _____
X 12 months				\$ _____

**LABOR AND EQUIPMENT RATES**  
**(for extraordinary maintenance)**

<u>Item No.</u>	<u>Labor Position</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
1.	Maintenance Transportation Technician	\$ _____ per hr.	\$ _____ per hr.
2.	Transportation Maintainer Level 2	\$ _____ per hr.	\$ _____ per hr.
3.	Transportation Maintainer Level 1	\$ _____ per hr.	\$ _____ per hr.

<u>Item No.</u>	<u>Equipment</u>	<u>Rate</u>
1.	Boom Truck/Crane	\$ _____ per hr.
2.	Bucket Truck	\$ _____ per hr.
3.	Service Truck	\$ _____ per hr.
4.	Compressor	\$ _____ per hr.
5.	Arrow Board	\$ _____ per hr.

**LUMP SUM COMPENSATION RATES**

Item No.	Item	Rate
1.	Detector Loop Replacement (6' Round Loop, Type E, Including Sawcut Lead-in)	\$_____ each
2.	Safety Light Bulb Replacement	\$_____ each
3.	Internally Illuminated Street Name Sign Bulb Replacement	\$_____ each
4.	Replace 8" LED Red Indication	\$_____ each
5.	Replace 8" LED Yellow Indication	\$_____ each
6.	Replace 8" LED Green Indication	\$_____ each
7.	Replace 12" LED Red Indication	\$_____ each
8.	Replace 12" LED Yellow Indication	\$_____ each
9.	Replace 12" LED Green Indication	\$_____ each
10.	Replace 12" LED Red Arrow Indication	\$_____ each
11.	Replace 12" LED Yellow Arrow Indication	\$_____ each
12.	Replace 12" LED Green Arrow Indication	\$_____ each
13.	Replace LED Pedestrian Head Module	\$_____ each
14.	Replace LED Pedestrian Count Down Type Head Module	\$_____ each

## EXHIBIT "C"

### LOCATION OF TRAFFIC SIGNALS TO BE MAINTAINED

1. **La Palma & Denni**
  - Econolite Cobalt TS1/TS2-T2 controllers & NexTech System BBS
2. **La Palma & Redford**
  - Econolite ASC/2-2000
3. **La Palma & Bravo**
  - Econolite Cobalt TS1/TS2-T2 controllers & NexTech System BBS
4. **Moody & Crescent**
  - Econolite Cobalt TS1/TS2-T2 controllers & NexTech System BBS
5. **Moody & La Luna**
  - Econolite Cobalt TS1/TS2-T2 controllers
6. **Moody & Windsong**
  - Econolite Cobalt TS1/TS2-T2 controllers
7. **Moody & La Palma**
  - Econolite Cobalt TS1/TS2-T2 controllers & NexTech System BBS
8. **Moody & Sharon**
  - Econolite Cobalt TS1/TS2-T2 controllers
9. **Moody & Houston**
  - Econolite Cobalt TS1/TS2-T2 controllers
10. **Walker & JFK**
  - Econolite Cobalt TS1/TS2-T2 controllers
11. **Walker & La Luna**
  - Econolite Cobalt TS1/TS2-T2 controllers & NexTech System BBS
12. **Walker & La Palma**
  - Econolite ASC/2-2000 & NexTech System BBS
13. **Walker & LP Hospital**
  - Econolite ASC/2-2000

**14. Walker & Civic Center**

- Econolite ASC/2-2000

**15. Walker & ROW**

- Econolite Cobalt TS1/TS2-T2 controllers

**16. Walker & Marview**

- Econolite ASC/2-2000

**17. Walker & Houston**

- Econolite Cobalt TS1/TS2-T2 controllers

**18. Walker & Orangethorpe**

- Econolite ASC/2-2000

**19. Walker & 183<sup>rd</sup>**

- Econolite ASC/2-2000

**20. Orangethorpe & Centerpointe**

- Econolite ASC/2-2000

**21. Valley View & Centerpointe**

- Econolite ASC/2-2000