



**CITY OF BARSTOW
NOTICE INVITING PROPOSALS
for
TRAFFIC SIGNAL MAINTENANCE SERVICES**

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP), for providing Traffic Signal Maintenance Services for the City of Barstow, CA will be received at the office of the City Clerk, 220 East Mountain View Street, Barstow, California, until 2pm (local) March 31, 2011.

DESCRIPTION OF WORK: The purpose of this solicitation is to obtain the services of a licensed electrical contracting firm to provide routine traffic signal maintenance services, emergency repair services, non-emergency maintenance and new equipment upgrade and installation (as needed). A valid, current and in good standing Class A or Class C-10 contractor's license issued by the California State Contractor Licensing Board is required.

OBTAINING RFP DOCUMENTS AND REGISTRATION AS A PROPOSER:

The RFP documents may be downloaded via the internet at www.barstowca.org (go to Business, Bid Opportunities/Request for Proposals). If you are interested in submitting a proposal, it is IMPERATIVE that you contact the City Clerk's Office by phone at (760) 255-5122/5171 or e-mail jcousino@barstowca.org to **officially register as a Proposer for this specific project** with your company name, address, phone, fax, contact person and email address. **Register by Thursday, March 17, 2011, 2 pm**. Failure to officially register may result in not receiving addenda to the RFP. Failure to acknowledge addenda to the RFP may render your proposal as non-responsive.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation has been developed in the Request for Proposal (RFP) format. Accordingly, Proposers should take note that multiple factors will be considered by the City in selecting the most qualified firm and awarding of the Contract.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 90 calendar days from the due date of proposals. The receiving time in the City Clerk's office will be the governing time for acceptability of Proposals. Telegraphic and telephonic proposals will not be accepted. Late proposals will be returned unopened.



CITY OF BARSTOW, CA

REQUEST FOR PROPOSALS

TRAFFIC SIGNAL MAINTENANCE SERVICES

I. BACKGROUND INFORMATION AND GENERAL DESCRIPTION

The City requests the services of a licensed electrical contracting firm to provide routine traffic signal maintenance services, emergency repair services, non-emergency maintenance and new equipment upgrade and installation (as needed). The firm should specialize in the maintenance, repair, testing, and replacement of traffic signals in order to work with City representatives for the routine preventive maintenance, emergency repairs, and non-emergency maintenance of 20 City maintained traffic signals.

The total amount of work available will be a function of routine traffic signal 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 traffic signal maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventive maintenance, and to respond to unscheduled/emergency work (“Extra Work”) during regular working hours (8:00 AM to 5:00 PM, Monday through Friday).

II. SCOPE OF SERVICES TO BE PROVIDED

The selected firm will be required to provide the City with certified personnel, vehicles and equipment, and materials as necessary to maintain the City’s traffic signals and related equipment. The selected firm must have the resources and abilities to install various traffic signal poles, controller cabinets, and other associated equipment. The scope of services may include, but will not be limited to the following:

Technical Services and Maintenance Personnel

The selected firm will be required to have available and readily accessible all required vehicles, tools, equipment, apparatus, facilities, and materials to perform all work necessary to maintain the traffic signals and related equipment as listed in this Solicitation in compliance with current Caltrans standards and specifications.

The selected firm will be required to perform routine traffic signal maintenance services at an established flat rate fee per intersection, with additional non-routine maintenance services compensated at rates established pursuant to an agreed fee schedule.

The selected firm will be required to provide regular field preventive maintenance, installation, and repair of existing controller assemblies and cabinets by qualified personnel that meet or exceed the following qualifications:



- One Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;
- One Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;
- Familiarity with programming and repair of all traffic signal controllers;
- Proficient in programming of conflict monitors (CMU) and malfunction management units (MMU);
- Familiarity with basic traffic signal timing principals;
- Proficient with Iteris (or like) video detection systems;
- Familiarity with hardwire and wireless communications technology including troubleshooting, installation and adjustment of external and internal modems;
- Familiarity with various battery backup systems to include installation, programming and testing procedures, and maintenance;
- Ability to perform cabinet modifications and up-grades as required by the City;
- Technician(s) shall be available by phone 24-hours a day

Special Note: The selected firm will be required to assign a sufficient number of traffic signal technicians to the City as may be necessary to provide routine “Preventive Maintenance” to each traffic signal once every two months, as described in this Solicitation. An inability to provide routine maintenance to each traffic signal may cause the selected firm 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 selected firm is submitted to the City in its Proposal and approved by the City.

The selected firm will be required to provide a 24-hour service for knock-downs and emergencies.

The selected firm will be required to provide a radio dispatch truck 24 hours per day.

The selected firm will be required to have a complete traffic signal laboratory located in southern California, or will be required to include the use of a certified traffic signal laboratory as part of its services (the name and location of the laboratory shall be listed in the firm’s proposal).

The selected firm will be required to maintain a stock of common replacement parts. The equipment may include, but is not limited to the following: Model 170E traffic signal controllers, 24VDC Power Supply, MMU’s/CMU’s, flash transfer relays, load switches, detectors, Iteris (or like) video processors, Iteris (or like) video detection units, battery backup system unit, batteries, LED red/yellow/green lamps, LED pedestrian signals, audio devices, and pedestrian activation buttons.

The selected firm may offer alternatives to existing equipment to meet the changing demand as it occurs, when directed by City.

The selected firm will be required to perform installations of knockdown replacement signal equipment including traffic signal poles ranging from Type 1A to Type 61; to install traffic



signal controller assemblies, cabinets, and electronic services; and to install, maintain, or replace camera systems, pre-emption devices, or inductive loop detectors.

The selected firm will be required to assist the City with the recalibrating of traffic signal timing and progression; timing of traffic signals shall only be changed under the direction of the City.

The selected firm will be required to cooperate with the Barstow Police Department and responsible department heads in cases of emergency. The selected firm will be required to refer all questions from the public to the City.

Preventive Maintenance

The selected firm will be required to provide preventive maintenance for the traffic signal equipment as listed in this Solicitation. The selected firm will be required to furnish and use a preventive maintenance checklist form approved by the City for each inspection. The selected firm will be required to provide one completed electronic copy of the maintenance checklist to the City following each inspection, to maintain a copy of the maintenance checklist in the traffic signal controller cabinet, and to maintain a copy of the maintenance checklist at the Contractor's office of records.

The selected firm will be required to follow a program of continuing comprehensive maintenance designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment. The program will include, but not be restricted to, the following:

Routine Maintenance (Once Every Two Months)

- Preventive Maintenance (PM) Checklist Form: maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each traffic signal. The PM Checklist Form will be completely filled out during each maintenance inspection and during any time repairs are made to the traffic signal 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.).
- Controller Cabinet Mounting: Check the snugness of the nuts on the traffic signal cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet door opening by over tightening.
- Controller Cabinet Foundation Seal: If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation for deterioration, and to report the need to reseal the cabinet foundation as necessary.
- Door Gaskets: Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.
- Cabinet Vents: Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material. Air Filter: Vacuum, wash, replace or knock out any dust accumulated in air filters. Take appropriate action based on the condition of the filter.

- Cabinet Fan: Verify that cabinet fan(s) operate properly with a minimum of noise.
- Thermostat: Verify that the cabinet fan thermostat is set at 96 degrees.
- Interior Light: Verify the proper operation of the cabinet's interior light.
- Door Panel Harnesses: Check the harnesses leading from the main panel and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.
- Hinges and Locks: Check for free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.
- Vacuum Cabinet: Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet.
- Insect or Rodent Infestation: Check for signs of ants, wasps or other insects or rodents within the cabinet. Use appropriate insect traps or powders if any positive findings are discovered. More serious problems shall be reported to the City.
- Cabinet Grounding: Using appropriate equipment, check annually the resistance between AC and ground.
- Service Connections: Verify the neutral, ground and power connections are secure in the controller and service cabinets.
- Plug-In Components: Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely.
- Ground Fault Receptacle: Verify the proper operation of "Test" and "Reset" buttons on GFCI type outlets.
- Intersection Records: Ensure that all intersection cabinet wiring diagrams are present and up to date.
- Controller Operation: Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller keypad, to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and make note for the file. Verify signal timing is current with timing sheet in cabinet. Confirm controller time and dates are correct. (Especially after day light savings time change).
- Conflict Monitor/Malfunction Management Unit: Verify time and dates are correct in any CMU/MMU with an internal clock.
- Detector Operation (inductive loops): Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase.
- Detector Operation (video detection): Verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
- Equipment Displays and Indicators: Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.
- Pre-Emption Devices: Test any pre-emption devices for proper operation.
- System Telemetry: Check the operation of telemetry on controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
- Battery Backup System: Check battery backup display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check battery level and load level displays. Test batteries quarterly. Make note if either

is out of range. Keep records of events recorded and total battery run time between maintenance checks to help indicate problem intersections.

- Check all battery connections to ensure they are clean and secure.
- Safety Lighting (Night Check): Institute a routine night time check of safety lights and illuminated street name signs at all signalized intersections every other month and submit a report and an estimate for any repairs necessary to the City for approval.

Intersection Walk-Around (included as a part of Routine Maintenance once every two months):

- General: Remove any easily removable, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify City of any graffiti observed on traffic signal equipment.
- Signal Heads: Verify that all vehicle and pedestrian heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Verify that all back plates, visors and doors are visibly secure. Report any landscaping that restricts the view of signal heads to the City (Signal heads should be visible from 250 feet). Labor and material costs to replace malfunctioning displays with Caltrans approved LED units will be paid in addition to the established flat rate fee per intersection.
- Pedestrian Equipment: Check all pedestrian push buttons (and bicycle push buttons where provided) and signals by hand to ensure that they are securely mounted and operating properly. Replace damaged or malfunctioning buttons with larger size ADA type buttons as necessary.
- Internally illuminated street name signs (IISNS): Verify that the IISNS is adequately connected to frame, clamp and brackets, and no panel is broken or missing.
- Miscellaneous: Check all detector loops for sealant deterioration, exposed wire, etc.

Semi-Annual Maintenance:

- Uninterrupted Power Supply (Backup) System:
 1. Load-test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
 2. Perform 15 minute test.
 3. Verify bypass switch is operating properly
 4. Verify unit is set for 50% fully operational and 50% red flash.
 5. Inspect and test battery charging system.
- Video Detection System: Clean and polish video detection camera lenses and service power supply cable.
- Signal Lenses and Signs: Clean and polish all signal lenses and reflectors, align all signal heads and adjust all mast arm mounted street name signs.
- Terminal Connections: Test, semi-annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.
- Check all pull boxes for structural defects, insect or rodent infestations, and properly secured lids.
- Verify timing charts to controllers. If they are not correct contact City staff to verify differences.
- Report significant areas of rust on cabinet exterior and signal poles to City staff.



Records:

Intersection Records

- (a) Inventory List: Maintain an inventory list of the equipment in the controller cabinet at each location. The inventory list shall include the model, manufacture, serial number and quantity of each piece of equipment and installation date. The inventory list shall be continually updated and a copy shall be furnished to the City every six months.
- (b) Preventive Maintenance (PM) Checklist Form: Maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. 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.).

Monthly Activity Report

Provide a computerized monthly activity report to the City by the fifteenth working day of each month for the previous month. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail or on a media storage unit (CD or Flash Drive) and shall include the following:

- (a) Time the service calls were received, time arrived at the intersection, the response time, the number of hours spent for each repair, materials used, and a special listing of intersections with three or more calls in one month.
- (b) A complete record of all work that was performed on the traffic signal equipment during the previous month including the make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
- (c) Time and date the PM work was performed.

Pending Repair List

Provide a monthly report of all pending repair work needed at each intersection.

Compensation for all routine “Preventive Maintenance” work identified above will be paid at an established flat rate fee per intersection for those intersections maintained in any given month, in accordance with the Cost Proposal, Schedule A, included in this Solicitation and completed and returned by the selected firm in its Proposal. (For clarification, each intersection will be billed to the City no more than once every other month for routine preventive maintenance activities.) ***No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the selected firm’s base of operations to the City. The flat rate fee per intersection represents total compensation for all routine preventive maintenance work as***



described herein, unless additional or separate payment for repairs or unscheduled/emergency work is otherwise authorized.

Special Note: The selected firm will be required to assign a sufficient number of traffic signal technicians to the City as may be necessary to provide routine “Preventive Maintenance” to each traffic signal, as described in this Solicitation. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide routine preventive maintenance, and to respond to unscheduled/emergency work (“Extra Work”) during regular working hours (8:00 AM to 5:00 PM, Monday through Friday). An inability to provide maintenance to each traffic signal every other month may cause the selected firm to be subject to liquidated damages.

Traffic Signal Interconnect Systems

Provide a quarterly (i.e., every three months) systems check to ensure traffic signal interconnect systems function in accordance with the timing plans. Investigate and determine causes for any performance issues (e.g., faulty pedestrian bush buttons, faulty vehicle detection, faulty communication, etc.), and recommend appropriate repairs necessary for system operation in accordance with the timing plan. Repairs necessary to improve the function of traffic signal interconnect systems shall be compensated as “Extra Work”.

Special Note: Maintenance of the traffic signal interconnect systems is a critical component of the City’s desired services. The selected firm will be required to have qualified traffic signal technicians that have demonstrated experience in maintaining traffic signal interconnect systems, with a proven ability to troubleshoot and diagnose problems with the efficient operation of these systems.

Compensation for all traffic signal interconnect systems maintenance work identified above will be considered as included the established flat rate fee paid per intersection for routine “Preventive Maintenance” work, in accordance with the Cost Proposal, Schedule A, included in this Solicitation and completed and returned by the selected firm in its Proposal. No additional or separate payment will be made for monitoring the function and operation of traffic signal interconnects systems. Compensation for any necessary repairs to traffic signal interconnect systems will be paid as “Extra Work”.

Underground Service Alert (Dig Alert) Monitoring

The selected firm will be required to adequately mark all traffic signal conduit and equipment on behalf of the City in accordance with 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 selected firm to coordinate the marking of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The selected firm 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 selected firm 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 selected firm in its Proposal. ***No additional or separate payment will be made for daily travel time from the selected firm's base of operations to the City.***

Unscheduled Maintenance of Traffic Signal Control Equipment

Unscheduled/emergency work includes, but is not limited to the following:

Repairing downed 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, audio devices, and other operational equipment related issues.

Providing assistance to the City during special events and/or support during City construction projects as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

Special Note: The City of Barstow is exposed to high winds frequently throughout the year. During high winds, the selected firm shall establish a process for checking that all internally illuminated street name signs (IISNS) are adequately connected to frame, clamp and brackets and are not freely swinging from the signal mast arm. An inspection and maintenance program shall be established to avoid the frequency of IISNS being blown free of their connection to the signal mast arm during high winds, resulting in calls for unscheduled/emergency work.

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 for temporary and permanent replacements, except as individually agreed upon by the City.

City shall provide materials for permanent repairs, except for those common stock materials the selected firm maintains on-hand and uses in the repair or replacement of City equipment. The City shall reimburse the selected firm for materials used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price.

No permanent change of control mechanisms shall be done without prior approval of the City. Whenever equipment is removed from the controller cabinet, the City shall be notified by phone within 24 working hours, except weekends and holidays.

Notify the City in advance of any traffic signal de-activations 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.

The selected firm shall cover the cost for replacing any parts to the controller mechanisms under the provisions of the preventive maintenance program. When entire controller mechanisms become obsolete or are deteriorated beyond repair, report such conditions to the City and provide satisfactory evidence that replacement is necessary. Prepare estimates showing the cost breakdown of material and labor for replacement of such controller mechanisms and submit this information to the City. Replacement of an entire controller mechanism, if ordered by City, shall be paid for as “Extra Work”.

“Extra Work” includes, but is not limited to the following:

- Traffic Signal and Pedestrian Signal Indications: Replace or repair standard traffic signals (red, yellow and green) and pedestrian signal display units as they malfunction upon authorization from the City. All traffic signal and pedestrian indications shall be Caltrans approved LED units only.
- Unscheduled Maintenance: Respond within two (2) hours after City’s notice of the following events:
 - (1) Any signal controller malfunction;
 - (2) Burned-out red or green ball or arrow displays;
 - (3) Other situations deemed potentially hazardous to public safety

The replacement of burned-out lamps need not be on an after-hours “emergency” basis provided that there is one (1) such signal indication still operative for each direction of travel. Such replacements will be completed within twenty-four (24) hours. Notify the City within twenty-four (24) hours of any change in traffic signal operation caused by controller replacement, timing changes, and loss of master control or traffic collisions.

Maintenance activities that require periodic replacement of minor parts will not require City approval.

Replacement of controllers, cameras, and battery backup systems will require approval of City staff prior to replacement. Record the serial numbers of removed units, and deliver them to the City Yard.

Emergency calls that require replacement of equipment will not require approval from City before such replacement occurs. Additional staffing shall be provided where the responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

Maintain a single local telephone where an on-call traffic signal technician can be reached twenty-four (24) hours per day. This telephone number will be made available to all persons designated by the City.

Monitoring Emergency Calls: At the time the on-call traffic signal technician is notified of an 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 traffic signal technician has received the call:

| <u>TIME</u> | <u>TELEPHONE NUMBERS</u> |
|------------------------|--|
| 8:00 AM – 2:00 PM | (760) 255-5140//5141/5142, Public Works Department Business Hours |
| After Hours & Holidays | 760-256-2211 (24/7), Police Department Dispatch |

Upon completion of emergency work, contact the above telephone numbers and inform the City that the emergency work has been completed.

Compensation for unscheduled maintenance 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 selected firm 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 8:00 AM, for the actual travel time to the City, up to a two (2) hour maximum.*

Upgrades

The selected firm will be required to maintain any additional traffic signals 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:

- Replacement of existing non-operative equipment as needed;
- Enhancing equipment as needed or warranted;
- Installation of new controller equipment, signal cabinets, video cameras, signal heads, signal poles, battery backup systems, new software, and software updates, and related wiring;
- When requested by the City, install, modify or upgrade traffic signals or electrical or mechanical traffic control or traffic safety devices;

No upgrade work shall be commenced or undertaken unless authorized by the City. Said authorization is a condition precedent to receiving any reimbursement for upgrade work. Work shall be performed in accordance with the Standard Plans (current) and Section 86 of the Standard Specifications (current) for the State of California, Department of Transportation and the City of Barstow special provisions. This work shall be performed within a 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 staff or, in the alternative, to advertise such work for bids.

New Traffic Signals

The selected firm shall be required to coordinate with the City’s designated representative on any new traffic signals installed by another contractor under contract with the City (“City Installed



Traffic Signal”), or by another contractor under contract with a private party (“Developer Installed Traffic Signal”). The City shall assume all responsibility for coordinating construction inspection of new traffic signals, whether a City Installed Traffic Signal or a Developer Installed Traffic Signal, up to, but prior to, final acceptance of work and traffic signal activation. When requested by the City, the selected firm shall coordinate with the City’s designated representative when notified that a new traffic signal is to be activated. The selected firm shall participate in a walk-through of the new traffic signal improvements with the City’s designated representative to determine that the new traffic signal improvements will function as designed. When scheduled, the selected firm shall attend the traffic signal activation, and shall participate in confirming that all components of the new traffic signal improvements are operational with the City’s designated representative and the installing contractor. The selected firm will be responsible for assuming maintenance responsibilities for all new traffic signals following activation.

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 B and C, included in this Solicitation and completed and returned by the selected firm in its Proposal.

Warranty Service

During the period of warranty, the selected firm will coordinate all communication between manufacturer, installing contractor and the City regarding any warranty service; and to notify the City of any undue delays in response by the manufacturer or installing contractor and details of each incident.

No additional or separate compensation shall be paid for warranty service work, which shall be considered as included in the compensation paid for services provided in relation to “Upgrade Work” or “Traffic Signal Inspection.”

Meetings

The assigned traffic signal technician shall be available to meet with the City’s designated representative on a quarterly basis at a mutually agreed upon time and place at the City to review each quarter’s maintenance activities. The assigned traffic signal maintenance supervisor shall be similarly available to meet with the City’s designated representative on a monthly basis, if needed.

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.

Payment

All payments will be made within thirty (30) days after an invoice has been approved for payment by the City’s designated representative, who has reviewed written verification of the actual compensation earned. Copies of all invoices for materials and supplies included on a payment request are required. For cost accounting purposes, said written verification shall be



provided to the City as both a computerized printout and as a Microsoft Excel compatible computer file on a media storage device (CD) in a form satisfactory 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 selected firm in its Proposal.

Special Note: The City reserves the right to negotiate with the selected firm 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 selected firm in its original Proposal. A final contract with the selected firm may not include the original rates and fees identified on the Cost Proposal, Schedules A, B and C, as submitted in the Proposal.

Contract Term

The City intends to award a traffic signal maintenance contract with an original term of three (3) years, with two optional two (2) year terms. The total term of the proposed contract may extend for seven (7) years from award by the City. The exercise of any additional extension of term shall be at the sole discretion of the City.

III. SCHEDULE

Notice for Request for Proposals posted and issued Thursday, March 10, 2011
Deadline for receipt of Questions **Thursday, March 17, 2011, 2:00 PM**
Deadline for receipt of Proposals..... **THURSDAY, MARCH 31, 2011, 2:00 PM**
Interviews (**if desired by City*)..... *TBD*
Contract awarded by City Council..... *TBD*

IV. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION

Contractor’s License

A selected firm must possess a valid, current and in good standing Class A or Class C-10 contractor’s license and a Class-31 license for construction zone traffic control issued by the California State Contractor Licensing Board. A copy of the contractor’s license numbers and dates of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified licenses will render the Proposal as non-responsive.

Qualified Personnel

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

- One Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs;
- One Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs.



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.

Company Background

A selected firm must be skilled and regularly engaged in traffic signal maintenance and installation services. The firm's experience shall be set forth and submitted, as follows:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation;
2. Location of company offices;
3. Location of the office servicing any California accounts;
4. Number of employees both locally and nationally;
5. Locations from which employees will be assigned;
6. Name, address, email address, and telephone number of the firm's point of contact for this Solicitation;
7. Company background/history and why the firm is qualified to provide the services described in this Solicitation;
8. Length of time the firm has been providing services described in this Solicitation;
9. Resumes for assigned staff to be responsible for performance of any services described in this Solicitation;

Negative History

A selected firm 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 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.

Client References

A minimum of three 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 references for which the firm previously provided the services described in this Solicitation within the last five years must also be provided. All listed references must be a municipal/city/or county governmental agency. Information provided will include:

1. Client name, client Project Manager, addresses, telephone numbers, and email addresses;



2. Contract Term (starting date and ending date);
3. Staff assigned to that project;
4. Discussion of final outcome, if contract ended, why?

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 Barstow 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 Barstow will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general Scope of Work identified in this Request for Proposal.

The following criteria shall be observed:

- The submitted proposal should not exceed 30 pages (sheets of paper), double sided (8½” by 11”), including an organization chart, staff resumes and appendices, and cover letter. Dividers, Attachment “A” and Addenda acknowledgments do NOT count toward the 30 page limit.
- One (1) unbound original proposal plus 2 bound copies for a total of 3 proposals are required.** Facsimile (fax), email or other electronically transmitted proposals will not be accepted.
- Responses to this Request for Proposal shall be organized into five categories as follows:
 - 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-consultants 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 traffic signal 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.

All firms shall indicate a flat rate fee per intersection on Schedule A included in this Solicitation, to serve as the basis for negotiations of compensation for routine “Preventive Maintenance” of traffic signals, at a frequency of once every two months.

All firms shall indicate a flat rate fee per intersection on Schedule A included in this Solicitation, to serve as the basis for negotiations of compensation for routine “Preventive Maintenance” of flashing beacon assemblies, at a frequency of once every two months.

All firms shall indicate a flat rate fee per intersection on Schedule A included in this Solicitation, to serve as the basis for negotiations of compensation for routine “Preventive Maintenance” of “In Pavement” illuminated cross walks, at a frequency of once every two months.

All firms shall indicate a flat rate fee per occurrence on Schedule A included in this Solicitation, to serve as the basis for negotiations of compensation for providing USA – Dig Alert services described under “Underground Service Alert (Dig Alert) Monitoring”.

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 Maintenance of Traffic Signal Control Equipment”, “Upgrades”, and “Traffic Signal Inspection” in this Solicitation. Overtime labor rates may only be billed from 5:00 PM to 8:00 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 Maintenance of Traffic Signal Control 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 Maintenance of Traffic Signal Control Equipment” and “Upgrades” in this Solicitation.

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

- ❑ The prospective Consultant shall designate, by name, the project manager to be employed for this project. Substitution of the project manager by the selected consultant will not be allowed without prior approval by the City of Barstow.

- ❑ All proposals must be received in the City of Barstow, City Clerk’ Office by **2:00 PM LOCAL TIME, THURSDAY, MARCH 31, 2011**. Proof of receipt before the deadline is a City of Barstow, Division of Procurement and Contracting 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 Procurement Office 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 Barstow
City Clerk’s Office
220 East Mountain View Street
Barstow, CA 92311

QUESTIONS: Proposers, their representatives, agents or anyone else acting on their behalf, are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. Contact with anyone other than as directed below may be cause for rejection of a proposal.

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

City of Barstow
City Clerk’s Office
220 East Mountain View Street
Barstow, CA 92311
760-255-5122/5171
FAX 760-256-1750
jcousino@barstowca.org

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 2:00 P.M., Local Time, Thursday, March 17, 2011.** Questions received after this date and time may not be answered. Only questions that have been resolved by



formal written Addenda via the City Clerk’s Office will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

- ❑ Proposals must be delivered in a SEALED envelope/package and shall contain the following items:
 - A copy of the firm’s valid, current and in good standing Class A or Class C-10 contractor’s license and Class-31 construction zone traffic control license issued by the California State Contractor Licensing Board.
 - Information on the firm, key personnel, past experience/references, understanding of scope of work/ work proposal, and cost proposal.
 - Signature authorization (see Attachment A);
 - Acknowledgement of proposed Liquidated Damages (see Attachment A)
 - Signed acknowledgments of Addenda (*if any, bottom of Attachment A)

Special Note: The selected firm will be required to assign a sufficient number of traffic signal technicians to the City as may be necessary to provide routine “Preventive Maintenance” to each traffic signal (once every two months), as described in this Solicitation. An inability to provide routine maintenance to each traffic signal may cause the selected firm 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 selected firm 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 Barstow in accordance with the standard Professional Services Agreement – Attachment “B” hereto. Please note that Exhibit A of Attachment “B” is intentionally not complete in the attached document. The exhibit will be negotiated with the selected firm 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.

VI. 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.

VII. FIRM SELECTION

- 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.
- The evaluation committee may, at its sole option, ask for interviews or oral presentations by any proposer(s) participating in this process. Attendance at any such interview will be at the Proposer's expense.
- 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 selected firm for a contract to be awarded by the City Council.
- The selected firm will work closely with City Staff throughout the duration of the contract. A firm will be selected for final negotiation of a contract based upon the following factors:
 - **Firm Information/Background:** Information on the history of the firm, company background, and any negative history;
 - **Key Personnel/Staff Qualifications:** Qualifications of the staff assigned to manage and provide services related to the project.
 - **Experience/References:** Past experience and client references;
 - **Understanding of Scope of Work and Work Proposal:** Proposed work approach to the project, including all tasks and services defined in the document, and a discussion on response to unscheduled or emergency work;
 - **Cost:** A final contract shall be negotiated with the selected consultant on the basis of the submitted cost proposal and in consideration of reasonable and mutually agreed project costs and time requirements.
- 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. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award. The decision of the City Council will be final.
- Public Record:** Proposer's 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 submitted for City Council consideration, and/or following award of contract, if any, by the City Council.

- Cost related to Proposal preparation:** The City will NOT be responsible for any costs incurred by any Proposer in the preparation or submittal of their respective proposal.

- Business License:** The successful proposer that is awarded the contract will be required to be licensed in accordance with the City of Barstow Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled “Business Tax.”

- Proposal informalities or defects:** The City of Barstow 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.

- 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.

- 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.



City of Barstow
TRAFFIC SIGNALS

1. Montara Road & Armory Road
2. East Main Street & Coolwater Lane
3. East Main Street & Eastgate Road
4. East Main Street & Mountain View Street
5. East Main Street & Yucca Avenue
6. East Main Street & Muriel Drive
7. East Main Street & 7th Avenue
8. East Main Street & Barstow Road
9. East Main Street & 2nd Avenue
10. East Main Street & 1st Street
11. West Main Street & Avenue A
12. West Main Street & Avenue H
13. West Main Street & Avenue L
14. Barstow Road & Mountain View Street
15. Barstow Road & Virginia Way
16. Lenwood Road & Mercantile Way
17. Lenwood Road & Commerce Parkway
18. Muriel Drive & Armory Road
19. Avenue L at Home Depot
20. Crestline School Cross Walk Flashers



**TRAFFIC SIGNAL MAINTENANCE SERVICES
COST PROPOSAL
SCHEDULE "A"
FLAT RATE MAINTENANCE SCHEDULE**

TRAFFIC SIGNAL PREVENTIVE MAINTENANCE - FLAT RATE:

Preventive maintenance (once every two months) at a "Flat Rate" amount per intersection for those signalized intersections listed as listed in this Solicitation regardless of facilities:

\$ _____.

Note: There are currently 20 signalized intersections maintained by the City.

FLASHING BEACON/MESSAGE BOARD PREVENTIVE MAINTENANCE - FLAT RATE:

Preventive maintenance (once every two months) at a "Flat Rate" amount per intersection for those flashing beacon assemblies listed as listed in this Solicitation regardless of facilities:

\$ _____.

Note: There are currently 4 flashing beacon assemblies maintained by the City.

"IN PAVEMENT" ILLUMINATED CROSS WALK PREVENTIVE MAINTENANCE - FLAT RATE:

Preventive maintenance (once every two months) at a "Flat Rate" amount per location for those "In Pavement" illuminated cross walks listed as listed in this Solicitation: \$ _____.

Note: There are currently NO illuminated cross walks maintained by the City; however are some are planned.

USA – DIG ALERT SERVICES - FLAT RATE:

Underground Service Alert (USA) "Dig Alert" services at a "Flat Rate" amount per intersection per occurrence: \$ _____.

For Cost Proposal comparison purposes, please indicate the proposed monthly flat rate fee for traffic signal maintenance, equal to the sum of 39 X (Traffic Signal Preventive Maintenance – Flat Rate) + 2.5 X (Flashing Beacon Preventive Maintenance – Flat Rate) + 1 X ("In Pavement" Illuminated Cross Walk Preventive Maintenance – Flat Rate):

Total Monthly Flat Rate Fee: \$ _____.



**TRAFFIC SIGNAL MAINTENANCE SERVICES
COST PROPOSAL
SCHEDULE "B"
LABOR SCHEDULE**

UNSCHEDULED/EMERGENCY WORK ("EXTRA 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.

| | <u>Hourly Straight Time</u> | <u>Hourly Overtime</u> |
|--|---------------------------------|----------------------------|
| <u>Operations Superintendent</u> All repair work, both field and laboratory, subject to his approval and direction. | \$ _____.____ | \$ _____.____ |
| <u>Engineering Technician</u> Provides liaison, assists traffic engineer on systems and provides technical data. | \$ _____.____ | \$ _____.____ |
| <u>Crew Leader</u> Primary duties are to field troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of preventive maintenance. | \$ _____.____ | \$ _____.____ |
| <u>Traffic Signal Technician – Field</u> Primary duties are to field troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of preventive maintenance. | \$ _____.____ | \$ _____.____ |
| <u>Traffic Signal Technician – Laboratory</u> Performs complete repair and maintenance of all controllers, detectors, and associated devices that are brought from the field for repairs. | \$ _____.____ | \$ _____.____ |
| <u>Traffic Signal Person</u> Primary duties are as directed by lead person in assisting field technicians and accomplishing preventive maintenance procedures as directed. | \$ _____.____ | \$ _____.____ |
| <u>Traffic Signal Laborer</u> Primary duties are to assist the signalman and crew in knockdown repairs and field 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 traffic signal technicians as necessary to provide routine preventive maintenance, and to respond to unscheduled/emergency work ("Extra Work") during regular working hours (8:00 AM to 5:00 PM, Monday through Friday).



**TRAFFIC SIGNAL MAINTENANCE SERVICES
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 to be 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 |
| PAINT RIG TRUCK | \$_____ per Hour |
| TELSTA TRUCK (Hydraulic type - man lift) | \$_____ per Hour |
| AIR COMPRESSOR | \$_____ per Hour |
| WATER TRUCK | \$_____ 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.

ATTACHMENT "A"

TRAFFIC SIGNAL MAINTENANCE SERVICES

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 Barstow 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.

**ATTACHMENT “A”
(Continued)**

TRAFFIC SIGNAL MAINTENANCE SERVICES

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

LIQUIDATED DAMAGES CLAUSE

Maintaining the City’s traffic signal 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 maintenance services contract to the selected firm. The selected firm, in its Proposal, has committed to providing preventive maintenance of all traffic signal equipment maintained by the City at a frequency of once every two months; 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 maintenance services are a substantial inducement for City to enter into a traffic signal 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

ATTACHMENT "A"
(Continued)

TRAFFIC SIGNAL MAINTENANCE SERVICES

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).

ATTACHMENT “B”

SAMPLE AGREEMENT

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
(identify by inserting firm name for traffic signal maintenance services)

PROFESSIONAL SERVICES AGREEMENT
(City of Barstow/CONSULTANT)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Barstow, a California municipal corporation (“City”) and CONSULTANT, a California Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant to assist in general civil engineering, land surveying, inspection, construction management, hydrology/hydraulics, structural analysis, and other similar services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s Scope of Work to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: January 1, 2011.
- 3.4 “Expiration Date”: January 1, 2012.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the professional standards and customary level of care as ordinarily exercised by consultants providing similar services in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

- 7.1 All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant
- 7.2 Consultant represents and warrants that Consultant has the legal right to utilize all intellectual property Consultant will utilize in the performance of its obligations pursuant to this Agreement. Consultant further represents that Consultant shall ensure City has the legal right to utilize all intellectual property involved in and/or resulting from Consultant's performance of this Agreement.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost to the extent arising out of or in any way related to the negligent, reckless and/or willful misconduct of Consultant or any of its officers, employees, servants, agents or subcontractors arising from the services under this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 that is ultimately determined by the court or mutually agreed to by the City and Consultant to have been caused in whole or in part by the negligence, recklessness or willful misconduct of Consultant, or any of its officers, employees, servants, agents or subcontractors or related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly

waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two Million Dollars (\$2,000,000) per claimant and One Million dollars (\$2,000,000) per incident.

- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Excess Liability Insurance with coverage limits of not less than Five Million Dollars (\$5,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers,

employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Barstow
Attention: City Manager
220 E. Mt. View Street, Ste. A
Barstow, CA 92311
Telephone: (760) 256-3531
Facsimile: (760) 256-4472

If to Consultant:

CONSULTANT
Attention:
Address
Telephone: ()
Facsimile: ()
E- Mail:

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be San Bernardino County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Barstow

“Consultant”

By _____
Joe D. Gomez, Mayor

By: _____
CONSULTANT

Date: _____

Date: _____

By: _____

Date: _____

Attest:

By _____
JoAnne V. Cousino, City Clerk

Date: _____

Approved as to form:

By _____
Terri Highsmith, Interim City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
APPROVED FEE SCHEDULE

As Attached