

**CITY OF WILDOMAR, CA**

**REQUEST FOR PROPOSALS**

**TRAFFIC SIGNAL MAINTENANCE SERVICES**

**I. BACKGROUND INFORMATION AND GENERAL DESCRIPTION**

The City is requesting the services of an electrical contracting firm which specializes in providing traffic signal maintenance, emergency repair, non-emergency routine maintenance, and new equipment upgrade and installation work. The City has 19 traffic signals which require routine Preventive maintenance, emergency repair and non-emergency maintenance, and upgrades. The City also has 4 flashing beacons. The City currently has Nema & 170 controllers and a variety of detection systems. We desire to standardize our equipment for all future traffic signal and replace older equipment currently in place as the new budget will allow.

The selected firm will be required to have qualified traffic technicians that have demonstrated experience in traffic signal interconnect systems, and pre-emption and priority control systems. The firm's assigned personnel should also have the ability to troubleshoot and diagnose problems with all our operation systems.

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 all types of detection systems; video, loops and wireless.
- Familiarity with hardwire and wireless communications technology including troubleshooting, installations 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 adequate 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 alternate 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 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 and other controllers as needed such as Nema Traconex390 and TS-2 Econolite, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load switches, detectors, video processors, video detection units, battery backup system unit, batteries, LED red/yellow/green lamps, LED pedestrian signals, 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 60, and to install traffic signal controller assemblies, cabinets, electric services, and to install inductive loop detectors. The selected firm will be required to assist the City with the calibrating of traffic signal timing and progression; timing of traffic signals shall only be changed under the approved general direction of the City.

The selected firm will be required to cooperate with the City Police representative, Riverside County Sheriffs Department, the City Manager and responsible City 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 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 of 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 fans(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 the 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 the "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 Back-Up 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 (Back-Up) 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 Where Applicable: Insure proper operation, clean video detection camera lens as needed.
- 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 work). ***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 (i.e. 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 interconnect 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:

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, and other operational equipment related issues.

Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

***Special Note:*** The City of Wildomar is exposed to high winds during certain periods of the year. During high winds, the selected firm shall establish a process for checking that all regular and internally illuminated street name signs (IISNS) are adequately connected to frame, clamp and brackets and properly tightened and secured to the signal mast arm. An inspection and maintenance program shall be established to avoid the frequency of signs 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.

The contractor shall provide materials for permanent repairs, 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 display;
- (3) Other situations that is potentially hazardous to public safety

The replacement of burned-out lamps need not be on an afterhours "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. Serial number of unit removed will be recorded and the unit delivered to the City Yard.

Emergency calls that require replacement of equipment will not require approval from City before such replacements are commenced. Additional staffing shall be provided where 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 at all times, 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:

TIME	TELEPHONE NO.
8:00 AM -5:00 PM	(951) 677-7751, Public Works Department
5:00 PM -8:00 AM	After hour telephone numbers will be provided in accordance with an established Traffic Signal Service Call Procedure

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, signals 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 Wildomar 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 forces 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 be required to 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 weekly basis or as needed at a mutually agreed upon time and place in the City to review each week's maintenance activities. The assigned traffic signal maintenance supervisor shall be similarly available to meet with the City's

designated representative on a monthly basis.

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

**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 or Flash Drive) 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.....	Friday May 1, 2009
<b>Pre-Proposal Conference</b> .....	<b>MONDAY, May 11, 2009, 3:00 P.M.</b>
<b>Deadline for receipt of Questions</b> .....	<b>WEDNESDAY, May 20, 2009, 3:00 P.M.</b>
<b>Deadline for receipt of Proposals</b> .....	<b>WEDNESDAY, May 27, 2009. 3:00 P.M.</b>
Interviews ( <i>if desired by City</i> ).....	<i>TBD</i>
Contract awarded by City Council.....	<i>TBD</i>

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

**Contractor's License**

A selected firm must possess a valid, current and in good standing Class A and Class C-10 contractor's license issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the

submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

### **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, address, telephone number, and email address;
- 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 Wildomar 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 Wildomar 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 submittal should not exceed 25 pages (sheets of paper), double sided (8 1/2" by 11"), including an organization chart, staff resumes and appendices, and cover letter. Dividers, Attachment "A" and Addenda acknowledgments do NOT count toward the 25 page limit.
- One (1) unbound original proposal plus five (5) bound copies for a total of six (6) 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 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 Wildomar.
- All proposals must be received in the City of Wildomar, Department of Public Works by **3:00 P.M., LOCAL TIME, WEDNESDAY, MAY 27, 2009**. Proof of receipt before the deadline is a City of Wildomar, Department of Public Works date stamp. It is the responsibility of the Proposer to see that any proposal sent through the mail shall, or any other delivery method, have sufficient time to be received by the 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 Wildomar, Department of Public Works  
23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595  
Attn: Jon Crawford

**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:**

Jon Crawford  
Department of Public Works  
23873 Clinton Keith Road, Suite 201, Wildomar, CA92595  
**via FAX (951) 677-7751**  
**or via EMAIL: [jcrawford@cityofwildomar.org](mailto:jcrawford@cityofwildomar.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 3:00 P.M. Local Time. Wednesday, May 20, 2009. Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Director of Public Works 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 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)
  - Outside of Envelope shall clearly state "**Traffic Signal Maintenance Services**".

**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 Wildomar 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

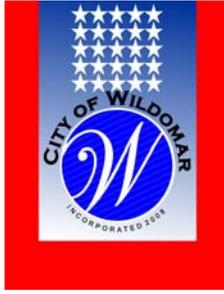
(e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

## 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 in June 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 agendized for City

Council consideration, and/or following award of contract, if any, by the City Council.

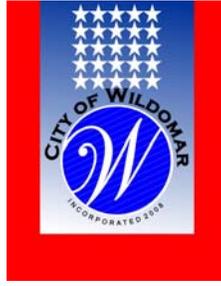
- **Cost related to Proposal preparation:** The City will NOT be responsible for any costs incurred by any Proposer in the preparation or submittal of their respective proposal.
- **Business License:** The successful proposer that is awarded the contract will be required to be licensed in accordance with the City of Wildomar Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".
- **Proposal informalities or defects:** The City of Wildomar 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 Wildomar Traffic Signal Maintenance Services**  
**TRAFFIC SIGNALS**

LIST CURRENT "TRAFFIC SIGNALS"

Bundy Canyon Rd and Mission Trail  
Bundy Canyon Rd and Orange St  
Bundy Canyon Rd and The Farm Rd  
Central Ave and Cerverard/Wild Stallion Ln  
Central Ave and Grand Ave  
Central Ave and Palomar St  
Clinton Keith Rd and Arya Dr  
Clinton Keith Rd and George Ave  
Clinton Keith Rd and Grand Ave  
Clinton Keith Rd and Hidden Springs Rd  
Clinton Keith Rd and Inland Valley Dr  
Clinton Keith Rd and Palomar St  
Clinton Keith Rd and Smith Ranch Rd  
Corydon St and Grand Ave  
Corydon St and Mission Trail  
Corydon St and Palomar St  
Corydon St and Union St  
Mission Trail and Malaga Rd  
Palomar St and Gruwell St



**City of Wildomar  
Traffic Signal Maintenance Services  
FLASHING BEACONS**

LIST CURRENT "FLASHING BEACONS"

Bundy Canyon Rd and W/O The Farm Rd  
Bundy Canyon Rd and E/O Harvest Way  
Grand Ave and N/O Pasadena St  
Grand Ave and N/O Virgo Way



**TRAFFIC SIGNAL MAINTENANCE SERVICES COST PROPOSAL SCHEDULE "A"  
FLATRATE MAINTENANCE SCHEDULE**

**TRAFFIC SIGNAL PREVENTIVE MAINTENANCE – FLAT RATE:**

Preventive maintenance at a "Flat Rate" amount per Intersection for those signalized intersections listed in this Solicitation regardless of facilities:

\$\_\_\_\_\_.

Note: There are currently 19 signalized intersections maintained by the City. Each intersection will be PM every other month, 6 times per year.

**FLASHING BEACON PREVENTIVE MAINTENANCE - FLAT RATE:**

Preventive maintenance 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. Each location will be PM every other month, 6 times per year.

**USA -DIG ALERT SERVICES - FLAT RATE:**

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

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**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, assist 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 device 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 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 provided by your firm.

<b>PERSONNEL VEHICLE</b>	\$_____.__ per Hour
<b>PICKUP TRUCK</b>	\$_____.__ per Hour
<b>SERVICE TRUCK</b>	\$_____.__ per Hour
<b>SERVICE/LADDER TRUCK</b>	\$_____.__ per Hour
<b>BOOM/LADDER TRUCK</b>	\$_____.__ per Hour
<b>PAINT RIG TRUCK</b>	\$_____.__ per Hour
<b>TELSTA TRUCK (Hydraulic type – man lift)</b>	\$_____.__ per Hour
<b>AIR COMPRESSOR</b>	\$_____.__ per Hour
<b>WATER TRUCK</b>	\$_____.__ per Hour
<b>BIG CONCRETE SAW</b>	\$_____.__ 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 Wildomar 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\***

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)*

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Wildomar, a California charter city and municipal corporation ("City"), and \_\_\_\_\_ a ("Contractor").

**RECITALS**

- A. City requires the services of a qualified firm for traffic signal maintenance services, ("Project").
- B. Contractor has submitted to City a proposal to provide traffic signal maintenance services to City pursuant to the terms of this Agreement.
- C. Based on its experience, education, training, and reputation, Contractor is qualified to provide the necessary services to City for the Project and desires to provide such services.
- D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide services to the City as follows:

**AGREEMENT**

**1. CONTRACTOR SERVICES**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide traffic signal maintenance services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

**1.2 Compliance with Law.** All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

**1.3 Licenses and Permits.** Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

**1.4 Familiarity with Work.** By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

## **2. TIME FOR COMPLETION.**

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

## **3. COMPENSATION OF CONTRACTOR**

**3.1 Compensation of Contractor.** For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed \$\_\_\_\_\_.

**3.2 Method of Payment.** In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to City in the form approved by City's finance director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

**3.3 Changes.** In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

**3.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

#### **4. PERFORMANCE SCHEDULE**

**4.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**4.2 Schedule of Performance.** All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A." The extension of any time period must be approved in writing by the Contract Officer.

#### **4.3 Liquidated Damages.**

To be inserted.

**4.4 Force Majeure.** The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

**4.5 Term.** Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall continue in full force and effect for a period of three (3) years, commencing on July 1, 2009, and ending on June 30, 2012 ("Original Term").

Ninety (90) days prior to the expiration of the Original Term, the City and Contractor shall meet to evaluate Contractor's performance during the Original Term. Upon a determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the Contract Officer, the City may extend the Original Term for a period of an additional two (2) years, commencing on July 1, 2012, and ending on June 30, 2014 ("First Extension").

Ninety (90) days prior to the expiration of the First Extension, the City and Contractor shall meet to evaluate Contractor's performance during the First Extension. Upon a

determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the Director of Public Works, the City may extend the First Extension for a period of an additional two (2) years, commencing on July 1, 2014, and ending on June 30, 2016 ("Second Extension").

## **5. COORDINATION OF WORK**

**5.1 Representative of Contractor.** The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: \_\_\_\_\_ (*name*), \_\_\_\_\_ (*title*). It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Director of Public Works.

**5.2 Contract Officer.** The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Director of Public Works, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

**5.3 Prohibition Against Subcontracting or Assignment.** The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

**5.4 Independent Contractor.** Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

**5.5 Personnel.** Contractor agrees to assign the following individuals to perform the services set forth herein. Contractor shall not alter the assignment of the following personnel without the prior written approval of the Director of Public Works. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

Name:

Title:

*(to be inserted)*

*(to be inserted)*

## **6. INSURANCE**

Contractor shall procure and maintain, at its sole cost and expense, policies of insurance as set for the in Exhibit "B," which is attached hereto and is incorporated herein by reference.

## **7. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, which Claims arise out of or are related to Contractor's performance under this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder.

## **8. RECORDS AND REPORTS**

**8.1 Reports.** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

**8.2 Records.** Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

**8.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall

have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

**8.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

**8.5 Cost Records.** Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

## **9. ENFORCEMENT OF AGREEMENT**

**9.1 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**9.2 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**9.3 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.4 Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

**9.5 Termination Prior to Expiration of Term.** City reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to Contractor, except that where termination is due to the fault of

Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Contractor may terminate this Agreement, with or without cause, upon ninety (90) days written notice to City.

## **10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

**10.1 Non-Liability of City Officers and Employees.** No officer or employee of City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

**10.2 Covenant Against Discrimination.** Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

## **11. MISCELLANEOUS PROVISIONS**

**11.1 Notice.** Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated *seventy-two* (72) hours from the time of mailing if mailed as provided in this Section.

**To City:** City of Wildomar  
Attention: City Manager & City Clerk & Director of Public Works  
23873 Clinton Keith Road, Suite 201  
Wildomar, California 92595

**To Contractor:** *(to be inserted)*

**11.2 Integrated Agreement.** This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

**11.3 Amendment.** This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**11.4 Severability.** In the event that anyone or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by *valid* judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

**11.5 Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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[SIGNATURE PAGE SEPARATELY ATTACHED]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates stated below.

**"CITY"**  
**City of Wildomar**

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

By: \_\_\_\_\_  
John Danielson, City Manager

**APPROVED AS TO FORM:**

**ATTEST**

By: \_\_\_\_\_  
Julie Hayward Biggs, City Attorney

By: \_\_\_\_\_  
Sheryll Schroeder, City Clerk

**"CONTRACTOR"**  
*(insert name)*

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

By: \_\_\_\_\_  
*(name)*

\_\_\_\_\_  
*(President)*

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

\_\_\_\_\_  
*(name)*

\_\_\_\_\_  
*(secretary)*

EXHIBIT "A"

CONTRACTOR'S SCOPE OF SERVICES/WORK

Including, Schedule of Fees

And

Schedule of Performance

## **EXHIBIT "B"**

### **INSURANCE PROVISIONS**

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

## Insurance

Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to the City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without ninety (90) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

**A. Minimum Scope of Insurance.** The minimum amount of insurance required hereunder shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;
2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;
3. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least (one million dollars \$1 million) per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

**B. Sufficiency of Insurers.** Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

**C. Verification of Coverage.** Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and 37 endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Wildomar or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Wildomar, its officials, employees, and agents are named as an additional insured..." ("As respects City of Wildomar Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("As respects City of Wildomar Contract No.\_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Wildomar shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

**D. Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.

**E. Severability of Interests (Separate of Insureds).** This insurance applies separately to each insured against whom claim is made or suite is brought except with respect to the limits of the insurer's liability.