

REQUEST FOR PROPOSALS (RFP)
FOR
TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE SERVICES



City of Stanton
Public Works & Engineering Department
7800 Katella Avenue
Stanton, CA 90680
(714) 379-9222 | StantonCA.gov

Approved for Advertising:

A handwritten signature in blue ink, appearing to be "CR", written over a horizontal line.

Cesar Rangel, P.E.
Public Works Director/City Engineer
CRangel@StantonCA.gov
(714) 890-4203

KEY RFP DATES (Subject to Change):

Issue Date:	March 16, 2023
Deadline for Questions:	April 17, 2023 at 5:00 p.m.
Proposal Due Date:	May 3, 2023 at 4:30 p.m.
Presentation/Interviews:	TBD (as necessary)



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EXHIBIT A: SCOPE OF SERVICES & TRAFFIC SIGNAL INVENTORY

EXHIBIT B: PROPOSAL ACKNOWLEDGEMENT FORM

EXHIBIT C: RATE SHEET

EXHIBIT D: SAMPLE PROFESSIONAL SERVICES AGREEMENT



I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton ("City") is requesting proposals from qualified electrical Contractors to provide traffic signal and street light maintenance, emergency repair, non-emergency routine inspections, and new equipment upgrade and installation work. A list of the City maintained traffic signals are located in **Exhibit A.**

The selected Contractor will be required to have qualified traffic technicians that have demonstrated experience with traffic signal, street light, and other electrical work. The Contractor shall also have the ability to troubleshoot and diagnose problems with all of the City's traffic signal and street light related electrical operation systems. The Contractor must possess a valid, current and in good standing Class A or Class C-10 contractor's license issued by the California State Contractor Licensing Board. **A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal.** Failure to produce and possess the specified license will render the proposal as non-responsive.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:30 pm on May 3, 2023.** The consultant contract is anticipated to be awarded at the June 2023 City Council meeting, with work to begin July 1, 2023. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using the criteria determined by the City, will select the qualified candidate.

The successful Consultant will be required to enter into an agreement with the City, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Consultant agrees to all of the terms of this RFP.

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Han Sol Yoo, Associate Engineer for the Public Works and Engineering Department, at (714) 890-4204, or via email at hyoo@stantonca.gov.



II. SERVICE DESCRIPTION

The Contractor shall provide routine preventive maintenance, schedule repairs, and emergency repairs to traffic signals, traffic signal equipment, safety street lights, flashing beacons, and other related equipment by duly trained and qualified personnel.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with a warning beacon/strobe lights; traffic cones; construction warning sign; a hydraulic bucket capable of reaching a height of at least thirty-two (32) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. All of the Contractor's employees working within the boundaries of the City shall be equipped with a communications device capable of instant communications for extended periods of time with the Contractor's shop or with City staff.

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

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

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

III. SCOPE OF SERVICES

The work to be done, in general, consists of routine preventative maintenance, extraordinary maintenance, and additional maintenance of street lights and traffic signal systems for locations that are the responsibility of the City of Stanton in accordance with this Scope of Work. The Contractor is to furnish all tools, equipment apparatus, facilities, labor services and material, and perform all work necessary to maintain in a good and workmanlike manner traffic signal, flashing beacon, street light and signalized crosswalk facilities. The Contractor shall provide a photo log and written inventory of all maintenance items. **Exhibit A** further lists the Scope of Work and locations of the traffic signals, beacons, and pedestrian push buttons. The various locations shown in **Exhibit A** may change as provided for in this Scope of Work.

The contract will be for a period of three (3) Fiscal Years with renewal on a year-by-year basis for an additional two (2) years at the sole discretion of the City. Unless otherwise directed by the City Council, the City Engineer may renew the contract based on the Contractor's overall performance, and upon renewal of all bonds and insurance certificate(s).

IV. SUBMISSION REQUIREMENTS

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

Three (3) copies of the Services Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:

- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- Electronic documents shall be submitted in PDF format.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.



LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Cesar Rangel, Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Contractor who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Contractor has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

WRITTEN PROPOSAL

The Proposal shall consist of the following sections:

1. **Letter of Transmittal.** Contents of the Letter of Transmittal listed above.
2. **Firm Structure and History.** Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with traffic signal maintenance services.
3. **Key personnel.** List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project. Also, a dispatch / emergency contact information must be included.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.



5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. A schedule indicating proposed time and duration for routine maintenance.
8. Evidence of compliance with City insurance requirements.
9. **Exceptions and Deviations.** Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT D**, “Sample Professional Services Agreement.”
10. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT B**, “Proposal Acknowledgement Form.” Failure to submit this signed form will result in the disqualification of the Consultant’s proposal.

SEPARATE FEE PROPOSAL

Contractor fee schedule included with the submittal but in a **separate sealed envelope**. The proposal shall include:

- a. Rate Sheet (**EXHIBIT C**) submitted in a separate, sealed envelope.
- b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.

Additional information can be found under Section X, “Payment to Consultant,” below.

V. SELECTION CRITERIA

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

Criteria	Approximate Weight
Approach to Work. Methodology to be implemented to address and coordinate the various elements within the program.	35%



Past Performance Record. Experience in completion of projects of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.	40%
Cost Control. Demonstrated ability to provide innovative and reliable solutions using available City resources.	20%
Exceptions and deviations from the City's standard Professional Services Agreement.	5%

VI. SELECTION PROCESS

Selection of the Consultant will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that the selection of professional services is made based on competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the Consultant is complete.

The City reserves the right to require in-person interviews with Contractors, if deemed necessary, after the evaluation of the written proposals. In this case, the Consultants of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Consultant.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.

The successful Consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Consultant.



VII. SUBMISSION DEADLINE

In order to be considered, the Consultant must submit three (3) copies of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:

City of Stanton
Public Works Department
7800 Katella Avenue
Stanton, CA 90680-3162
Attention: Han Sol Yoo, E.I.T.

The proposal outer envelope shall be labeled:

PROPOSAL FOR TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE SERVICES

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

VIII. REQUESTS FOR ADDITIONAL INFORMATION

All questions and/or inquiries regarding this RFP shall be directed to:

Han Sol Yoo



Associate Engineer, Department of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
(714) 890-4204
Email: HYoo@stantonca.gov

All questions and/or inquiries shall be submitted by **April 17, 2023** at **5:00 p.m.** If the City chooses to respond to such inquiries, written responses will be made available by **April 20th, 2023.**

Consultants are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to “junk”. If you do not receive any addenda by September 6, please verify any addenda was issued by contacting Han Sol Yoo by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (**EXHIBIT B**).

IX. TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a Stanton City Business License and appropriate Contractor’s license, required for this work shall be obtained at the sole expense of the Contractor.

X. PAYMENT TO CONSULTANT

The Contractor will be paid monthly for satisfactory work performed under this contract.

On or about the first of each month, the Contractor shall submit a detailed invoice and all reports required in the Agreement for work performed in the prior month.

1. This invoice shall be in accordance with the contract price and shall become the basis for payment.
2. This invoice shall be subject to review and approval by the Engineer.
3. All submitted invoices will be paid within 30 days of approval by the Engineer.
4. Any charges in the invoice not approved by the Engineer shall not be paid by the City.
5. Separate invoices must be submitted for traffic signal maintenance and

street light maintenance.

XI. INSURANCE

- A. The Consultant shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen’s Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.
- D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

“Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy.”

- E. It is the Consultant’s responsibility to ensure that all sub-consultants comply with the following:

Each sub-consultant that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City.



Examples of such sub-consultant work include soil sample borings, utility potholing, etc.

XII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XIII. INDEPENDENT CONTRACTOR

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

XIV. CONTRACT

The Contract includes the Professional Services Agreement, the City’s RFP, the Contractor’s Proposal, and Exhibits.

The Political Reform Act and the City’s Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Consultant Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

XV. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Agreement for Professional Contractor Services has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.



EXHIBIT A

1. GENERAL

The work to be done, in general, consists of routine preventative maintenance, extraordinary maintenance, and additional maintenance of street lights and traffic signal systems for locations that are the responsibility of the City of Stanton in accordance with this Scope of Work. The Contractor is to furnish all tools, equipment apparatus, facilities, labor services and material, and perform all work necessary to maintain in a good and workmanlike manner traffic signal, flashing beacon, street light and signalized crosswalk facilities at the locations shown on the attached Exhibit "A" of this Scope of Work and made a part hereof. The Contractor shall provide a photo log and written inventory of all maintenance items. The various locations shown in Exhibit "A" may change as provided for in this Scope of Work.

The City operates fifteen (15) traffic signal with a variety of traffic signal controllers, two (2) beacons, one (1) pedestrian push button, and approximately nine hundred sixty (960) street lights.

Contractor's performance under this Agreement shall be at the highest level promulgated in the industry. Full compensation for conforming to the requirements in this Scope of Work shall be included in the unit prices as listed in Contract Agreement. Additional work items not listed in Contract Agreement, shall be performed at the labor and equipment rates approved by the Engineer.

2. STANDARD SPECIFICATIONS

All work shall be performed in accordance with "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (Green Book), latest edition, including any supplements, hereinafter referred to as 'Standard Specifications' and in accordance with this Scope of Work. Traffic striping, pavement markers, signing, construction signing, and traffic signals shall be in accordance with "STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS," latest edition, hereinafter referred to as "Caltrans Specifications", and this Scope of Work.



In case of conflict between the Standard Specifications, Caltrans Specifications, and this Scope of Work, this Scope of Work shall take precedence.

All services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by Contractors in similar circumstances in accordance with sound professional practices.

All work performed or equipment or parts supplied by contractor shall be subject to the inspection and approval of the Engineer, or his authorized representative. Failure to pass inspection on any maintenance, repair and/or service item will result in non-payment for that item until such time as the contractor can present the item to the City in acceptable form. All identified City facilities per this agreement shall be regularly patrolled by contractor or his representative.

3. PERSONNEL

The Contractor shall provide at least two (2) full-time signal maintenance technicians for this contract. At a minimum, these technicians shall have certification of Level II or higher as a Traffic Signal Technician from the International Municipal Signal Association (IMSA) and State mandated National Electrical Contractors (NEC) certification. Skilled laborers can make hardware repairs under the direct supervision of the technician. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If appropriate, the Contractor shall replace any personnel assigned to the City whose performance is considered unacceptable by the City or the standards established per the proposal.

The Contractor shall have adequate personnel and facilities to perform inspection of new equipment. When requested by the City, the Contractor may be required to assist in the field inspection of new installations.

Prior to commencement of contract, Contractor shall provide a list of employees potentially working on the City's signals, which indicates their level of certifications and job classifications. The Contractor shall update employee lists annually or as personnel changes. IMSA and NEC certifications by



employees must be held in good standing and shall be maintained current throughout the entire duration of the contract.

4. EQUIPMENT

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, traffic control, skilled labor services and materials, etc., to perform all work necessary to maintain in good working order all traffic signal facilities and safety lighting at the locations defined in this Scope of Work. All work performed or equipment, parts, or materials supplied shall be subject to the inspection and approval of the Engineer or his designated representative.

The Contractor's service trucks shall be equipped with spare parts sufficient to place the signal system back in operation for ordinary trouble calls, including sensing devices for induction loop detectors. The Contractor shall have on-hand at least one (1) spare Econolite System Controller (ASC/2S-2100), one (1) spare (ASC/3-2100), and one (1) conflict monitor for every twenty-five (25) intersections. In the event of a controller malfunction, the original controller shall be returned to service within 10 working days, or an approved replacement controller installed.

No permanent or temporary change of controller mechanisms shall be done without prior approval of the City except in case of an emergency. In the event a change is necessary to respond to an emergency, the Contractor shall notify the City by telephone and by e-mail immediately that the equipment was removed and replaced with approved spare equipment.

The Contractor shall have available adequate, skilled personnel and proper laboratory testing facilities to perform inspection of controller mechanisms, including traffic signal controllers, conflict monitors, controller cabinets, auxiliary equipment and traffic control appurtenances. All testing shall conform to the current NEMA Specifications TS-1 and Section 86-2.14, "Testing", of the Caltrans Standard Specifications. Copy of laboratory reports showing repairs to traffic control equipment shall be submitted to the City on an annual basis.



5. ADDITIONS AND DELETIONS TO THE SYSTEM

Contractor shall maintain additional traffic signals and appurtenant devices as they are installed or become part of the maintenance requirements immediately upon written notification by the Engineer. Such additional signals shall be maintained at the same unit price as specified in Contract Agreement. In the event that maintenance of a new signal commences at other than the beginning of the monthly period, the unit rate for routine preventative maintenance services shall be prorated from the date maintenance commences.

The City may, at its sole discretion, eliminate signals from this contract. The Contractor shall be notified of such deletions in writing. Such deleted signals shall decrease the invoice at the same unit price as specified in Contract Agreement. In the event that maintenance of a new signal cease at other than the beginning of the monthly period, the unit rate for routine preventative maintenance services shall be prorated from the date the Contractor was notified.

6. REQUEST FOR SERVICE OUTSIDE OF NORMAL HOURS

Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, fax, e-mail, written correspondence or other means for reporting signal related problems, damages, and emergencies. Contractor shall maintain a local or toll-free telephone number where the Contractor can be reached 24-hours per day, seven days per week, and 365 days per year, in order to effectively address and respond to both routine and emergency service requests. The telephone number is to be made available to the Engineer or his representative, and the Stanton Police Department. All requests shall be addressed by an appropriate timely response as outlined in this Scope of Work.

7. RESPONSE CRITERIA FOR EMERGENCY AND ROUTINE SERVICES

The Contractor will need to ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the signal location within **one (1) hour of first notification**. Failure



to respond to emergency situations within the one (1) hour timeframe may result in the termination of this contract. Routine requests shall be responded to within 24 hours of first notification unless other arrangements are agreed upon by the City.

The following events shall establish an emergency condition and the following action shall be taken:

Events: Failure or malfunction of the traffic signal system, or interruption of normal signal operations so as to create a public hazard. This may be caused by damage from vehicle collisions or accidents, acts of nature, civil disorder, malicious mischief, vandalism, or actions of other contractors or utility companies.

Actions: Under these conditions, the Contractor shall immediately restore the traffic signal to normal operations. If that is not possible due to the extent of damage, sufficient repairs shall be made to enable the intersection to operate safely.

For emergency repair purposes, the Contractor's vehicle shall carry the following equipment: portable stop signs to be installed if required, barricades, cones, replacement signal heads, pedestrian heads, 1-A signal pole, load switches, controller, and other related equipment which may be required to repair said damage.

Red lights reported as being inoperable shall be responded to as emergency situations.

Any appurtenant traffic signal equipment such as, traffic signal heads, street names signs or other regulatory signs, warning or guide signs affixed to mast arms or poles, reported to be knocked down, dangling, or otherwise creating a public hazard shall be immediately repaired or removed as an emergency situation in order to eliminate the hazard or unsafe condition. Any equipment so removed shall be scheduled for replacement.

For the emergency repair of a signal which is totally blacked out, the following procedure of traffic control shall apply:



- (a) The Contractor shall dispatch qualified personnel and equipment to reach the site within the time frame specified in this Scope of Work for emergency call-out. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Engineer, or his authorized representative.

- (b) If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City to the City Yard located at 8100 Pacific Street, Stanton, California.

If a police officer is still at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation, discuss it with the police officer, and obtain a Traffic Accident Report Number (if applicable) to be submitted with invoice for work performed at the signal. If the repair will take longer than the officer can wait, the Contractor shall immediately set up temporary boulevard stop signs and all other necessary warning devices and relieve the police officer.

As part of the Contractor's emergency call response, the Contractor will be required to respond to accident scenes at signalized intersections to perform a review of the traffic signal system operation and equipment. The Contractor shall attempt to gain an Accident Report Number if officers of the Police Department are at the scene of the accident. Thereafter, Contractor is to include this Report Number on its invoice for work performed for any damage to the signal. The Contractor shall also notify the Engineer, or his authorized representative, of the date and the approximate time of Contractor's response to such an emergency.

The Contractor shall be notified of any power outages and is expected to respond as an emergency situation. Scope of work to include, but not limited to, trouble shooting, setting up appropriate traffic control, and coordinating with City staff.



8. NOTIFICATION

The Contractor shall notify the Engineer or his authorized representative of the alterations, substitution, or removal of any controller or component, or alteration to the operation of any signal system. During normal business hours of the City, notification by telephone shall be made within one (1) hour of such change. Notification of changes made at times other than normal business hours of the City shall be reported by telephone within one (1) hour of the beginning of the next business day of the City.

The Contractor shall call the morning of each day any extraordinary maintenance is scheduled to take place during that day. The Contractor shall notify the Engineer, or his authorized representative, of the proposed maintenance specifying the type of maintenance, location, and the approximate time of the day. If scheduled work is completed without obtaining approval from the City, payment will not be made until the work can be inspected by City staff.

For emergency call-outs during normal business hours of the City, notification by telephone shall be made within one (1) hour of such response. Notifications at times other than normal business hours of the City shall be reported by telephone within one (1) hour of the beginning of the next business day of the City. The Contractor shall thoroughly examine and inspect all equipment at the location for any physical damage or equipment malfunction, including a timing check of the controller. Within five (5) calendar days after completion of this examination, the Contractor shall submit, in writing, a report summarizing the results of the examination and inspection to the Engineer or his designated representative. These results shall also be placed in the maintenance records of the intersection maintained by the Contractor.

All correspondence shall be addressed to the Public Works Department/Engineering Division, City of Stanton, 7800 Katella Avenue, Stanton, CA 90680.

9. WORKING HOURS

Contractor shall be on call at all times. Normal working hours shall be between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. Any lane closures



shall be between the hours of 9:00 A.M. to 3:00 P.M. Monday through Friday, unless otherwise approved by the Engineer, or his designated representative.

10. MAINTENANCE RECORDS

The Contractor shall keep a current, permanent operational record of all work performed at the intersection, including, but not limited to, routine maintenance, service calls, extraordinary maintenance and relamping, of each and every piece of traffic control or safety equipment that the Contractor is required to maintain by this contract. These records shall be kept at each maintained location on a form approved by the City. A copy of such record shall be provided within two (2) working days upon request to the Engineer or his authorized representative.

The form shall include, at a minimum, the date, time, description of device including all model, part and serial number, narrative of deficiencies encountered, and a detail of any and all corrective actions(s) taken. Entries shall be made legibly in indelible ink and shall be initialed by the technician making the entry.

11. MONTHLY MAINTENANCE REPORTS

The Contractor shall submit to the City monthly summary reports of all activities relating to traffic signal and safety lighting maintenance for each maintained location. The summary report shall list the maintenance history of the entire reporting period for each individual signal location and any deficiencies found. A chronological report of all maintenance activities throughout the month is unacceptable. The summary reports shall be submitted to the City within ten (10) days following the end of the month of the reporting period. Invoices will not be paid until the summary report has been received.

The following information, at a minimum, is required for each signal location:

- Location by intersection and identification of a specific corner or direction of traffic
- Date and time the call was received and the name of the caller or self-initiated
- Date and time the Contractor's personnel and equipment arrived at the scene



- Date and time the job was completed
- Nature of the malfunction, if any, and a description of the action taken by the Contractor
- Notation of routine, extraordinary, or additional work (including emergency work)
- Test results from BBS, loop detectors, and MMU/CMU
- Accident report number (from Police Department) for all accident related work

For the purposes of this contract, a month is defined as a calendar month. A year, except otherwise defined elsewhere for specific purpose, is defined as a fiscal year running from July 1 to June 30.

All records are the property of the City and at the termination of this contract shall be delivered to the City.

12. SALVAGED OR DAMAGED EQUIPMENT AND OWNERSHIP

Ownership of all materials existing and incorporated in the work are vested in the name of the City of Stanton.

Salvaged or damaged equipment shall become the property of the Contractor unless otherwise directed by the City.

13. TRAFFIC SIGNAL TURN-ON AND TURN-OFF

The Contractor shall notify the Stanton Police Department and Engineer or his authorized representative, at least 48 hours in advance of any scheduled turn-on/turn-off necessitated by the Contractor's operations. The Contractor shall not make said turn-off or turn-on until a City police officer is present, or unless given permission to proceed without police control by the Police Department, or the Engineer or his authorized representative. The Contractor shall erect stop signs on each approach of the intersection as well as advanced warning signs to provide all-way stop control while the traffic signal is turned off. For nighttime work, the Contractor shall provide portable stop signs with sufficient reflectivity on Type II barricades with flashers.

The placement and removal of the temporary stop signs shall be completed while the signal is in a red flash condition. The Contractor shall make every



effort to schedule shut downs only between the hours of 9:00 am and 3:00 pm Monday through Friday.

14. WARRANTY SERVICE

The Contractor shall guarantee the work against defective material or workmanship for a period of one (1) year from date of completion of the work. Damage due to acts of nature or from sabotage and/or vandalism are specifically excepted from the guarantee.

When defective material and/or workmanship are discovered which require repairs to be made under this guaranty, all such work shall be done by the Contractor at its own expense within five (5) calendar days after written notice of such defects has been given to Contractor by the City. Should the Contractor fail to repair such defective material or workmanship within five (5) calendar days thereafter, the City may cause the necessary repairs to be made and charge the Contractor with the actual cost of all labor and materials required. In emergencies demanding immediate attention, if the Contractor is unable to respond, the City shall have the right to repair the defect and charge the Contractor with the actual cost of all labor and material required. Any repair work performed as herein specified shall be done under the provisions of the original contract specifications.

During the warranty period, the Contractor is expected to coordinate warranty repairs with the appropriate manufacturer or installing contractor. The Contractor shall notify the City of any undue delays by the manufacturer or installing contractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.

15. ADDITIONAL WORK NOT LISTED IN CONTRACT AGREEMENT

At times, it will be necessary for the Contractor to perform additional work above and beyond the routine and extraordinary work listed in the Contract Agreement. The Contractor shall supply cost estimates for work to be done in these cases. Such cost estimates shall be provided for budgeting purposes only. Billing for such additional work shall reflect the labor rates, actual hours worked, and materials actually supplied. The Contractor's invoice for additional work shall indicate:



- Work order number, person giving authorization and date of work
- Contractor's invoiced material
- Contractor's labor charge
- Contractor's equipment charge
- Brief description of work completed and location of work
- Salvage credit (if none, so state)

The City will compensate the Contractor for such additional work based on the verified invoice cost of materials, equipment and labor plus markup.

The Contractor shall be available to assist with inspection on new installations when requested by the City on a per hour basis paid at the rate of a Signal Maintenance Technician.

16. SIGNAL TIMING AND PROGRESSION

At no time shall the Contractor make any changes in timing or progression of the signal except with the approval of the Engineer or his authorized representatives.

17. TRAFFIC CONTROL

The Contractor shall conduct his work in such a manner as to minimize the disruption of traffic flow. The Contractor shall not obstruct or restrict any portion of the roadway until proper arrangements for traffic control have been received by the Engineer. All traffic control methods shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) and this Scope of Work. At least one twelve foot (12') travel lane in each direction shall be open to traffic at all times. Not more than one intersecting street shall be closed at any one time without the prior approval of the Engineer or his authorized representative. Traffic stoppages shall be limited to time periods approved by the Engineer.

Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, and buildings along the line of work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when maintenance operations are suspended for any reason, the Contractor shall remove all



equipment and other obstructions from the portion of the roadway and open it for use by public traffic.

The Contractor shall furnish all flagmen, barricades, barriers, lights, signs, and any other device which may be necessary for adequate and safe traffic control.

The Contractor shall provide protection for any excavation three feet or more in depth or any other excavation which by its nature may be considered hazardous by either covering or erecting a five (5) foot chain link or woven wire fence. Such protection shall be provided at all times when an adult in the employment of the Contractor is not in attendance at the excavation.

Pedestrian traffic must be maintained in a safe manner at all times. Pedestrian and emergency vehicular access shall be maintained to all residences, businesses and manufacturing establishments within the work area.

All spillage and any excessive dirt or debris caused by hauling operations or moving equipment along or across any private or public property or public traveled way shall be removed immediately at the Contractor's expense.

The Contractor shall provide unobstructed access to all fire hydrants at all times except as otherwise provided, in writing, by the Engineer.

Failure to provide adequate safety devices, as directed by the Engineer, will cause the City to install safety devices as needed and the cost will be assessed to the Contractor at the City's actual cost. City shall be entitled to offset any costs incurred against Contractor's invoice.

All cost for traffic control shall be included in the various items of work, and no additional compensation will be allowed.

18. EQUIPMENT AND MATERIALS

Attention is directed to Section 6-3.02, "Specific Brand or Trade Name and Substitution", of the Caltrans Standard Specifications. The Engineer reserves the exclusive right to determine if proposed alternative equipment shall be acceptable.



Before the start of work, the Contractor shall provide the City with a statement from the vendors. Said statements shall state the date that any equipment ordered is shipped. The City shall not be liable for any delay to performance prior to delivery of these required submittals.

19. DAMAGE

Adjacent improvements such as street pavement, curbs, sidewalks, sprinklers, driveways, and gutters damaged as a result of the Contractor's operation shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

20. SOUND AND NOISE CONTROL

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract.

21. TYPES OF SIGNALS

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

22. NIGHT INSPECTIONS – REPAIR OR REPLACEMENT OF SAFETY LIGHTING AND ILLUMINATED STREET NAME SIGNS

The Contractor shall perform monthly night-time inspections of all intersection safety lighting and all illuminated street name signs for proper operation at signalized intersections.

A written record shall be made of each unlit illuminated street name sign or safety light. This written record shall be received by the Engineer or his authorized representative's office within forty-eight (48) hours of the survey.

The Contractor shall carry photo cells and properly sized lamps when trouble shooting unlit illuminated street name signs and safety lights.



Unless otherwise directed by the Engineer, internally illuminated street name signs shall be Type A per Caltrans standards in white lettering with green background.

Unless otherwise directed by the Engineer, all incandescent safety lighting/luminaries shall consist of 200 or 250 watt, 120 volt, high pressure sodium vapor lamps. All incandescent safety lights shall have integral ballasts and/or integral power supplies that are mounted and wired with quick disconnect hardware and wiring for module type replacement.

All incandescent safety lighting shall be of the 90 degree cut-off type and the desired lighting pattern will be M-S-III (I.E.S. type). Photoelectric controls will be Type IV or Type V and shall conform to the provisions in Section 86-6.11, "Photoelectric Controls". Each Type V Photoelectric controlled safety light shall be provided with an integrally mounted plug-in photoelectric cell.

All LED safety lighting shall be Leotek Model GCM2-40F-MV-NW-3-GY-1A-LPCR/WL/4B

Costs incurred in night inspections for illuminated street name signs and safety lighting shall be included in the unit price for routine preventative maintenance. The replacement of defective parts will be extraordinary maintenance. All extraordinary maintenance required shall be per the Contractor's Agreement for extraordinary maintenance or per written quote, as directed by the Engineer or his authorized representative.

The Contractor shall order replacement and/or repair street lights (including marbelite poles) that are inoperable and/or knocked down due to any incidents within one week of incident and City approval. Once ordered, the Contractor shall provide the City estimated lead times and provide weekly updates until the street light has been repaired / replaced.

If a work order regarding an inoperable street light has been made by the City, following trouble shooting, the Contractor shall provide the City with an update and any recommended actions for repair within one (1) week of work order creation.

23. MEETINGS

The Contractor will be notified and required to attend and participate in meetings with City staff if needed. These meetings will be held for the purpose of discussing contract provisions, problems and/or issues and ensuring that the work is proceeding as per the contract documents. These meetings will be called by the Engineer or his authorized representative, if he feels they are needed.

24. ESTIMATE OF QUANTITIES

The quantities shown in the Contract Agreement, shall be considered as approximate only, being listed therein as a basis for the comparison of fees. The Engineer does not guarantee or agree, either expressly or by implication, that the actual amounts required will correspond therewith. The Engineer reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished, or to omit any such item or portion, in accordance with the provisions relative thereto set forth in this Scope of Work.

25. COMPENSATION FOR MAINTENANCE

The City will compensate the Contractor for routine maintenance and extraordinary maintenance at the contract unit price per Rate Sheet of the Contract Agreement. Said compensation shall include all labor, materials, equipment, overhead and profits.

Work not listed as routine or extraordinary maintenance in the Rate Sheet of the Contract Agreement is additional work and shall be billed at rates approved by the Engineer, and shall include all labor, materials, equipment and profit. The City reserves the right to separately bid additional work not listed in the Contract Agreement, in the event a negotiated price cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current contract.

Separate invoices must be submitted for traffic signal maintenance and street light maintenance.

26.ROUTINE MAINTENANCE

The Contractor shall provide a program of routine preventative maintenance designed to eliminate or reduce the incidences of malfunction and extend the useful life of the equipment. The program, the cost of which is specified in the contract unit price for traffic signals and other items of work listed under "Routine Maintenance" in the Rate Sheet of the Contract Agreement, shall include but not limited to the following:

Monthly Inspection

The Contractor shall perform the following monthly services and make immediate repairs and/or corrections necessary. The following services follow:

a. Air Filter

Clean or replace the air filter element in all controller cabinets so equipped at least once each six (6) months and shall note in the monthly report any filter replacement. Wash or replace all air filter elements in all cabinets so equipped within three (3) months after the execution of this contract, and so note in the monthly report the date the filter elements are cleaned or replaced.

b. Cabinet Exterior

Remove any posters, signs and/or graffiti, etc. from the controller and service cabinet exteriors. Check the interior and exterior of the controller and service cabinets for signs of deterioration to the cabinet's surface using a wire brush and then protect the area with zinc chromate, red lead or rust inhibitor prior to painting with a matching color.

c. Cabinet Fan

Verify that the controller cabinet fan operates properly with a minimum of noise.

d. Cabinet Grounding

Using a megger, check the resistance between the AC and Ground in the controller cabinet.

e. Cabinet Vents

Check the vents in both the controller cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.

f. Conflict Monitor

Verify that the time clock and date are correct in any Malfunction Management Unit (MMU) or Conflict Monitor Unit (CMU) at all signal cabinets at least once every twelve (12) months, testing of all MMU/CMU equipment shall be completed with the use of an automated testing device with the test results printed on a report that is to be maintained in the signal cabinet at all times.

The printed report containing the test results shall, at a minimum, include the following information: Report header with type of monitor tested and date tested; agency identification including manufacturer, model and serial number; related test information including operator, test site, and intersection location; and monitor verification with a description of type of tests performed and conditions found (i.e., failure or non-failure).

g. Connectors

Check all connections (includes any connections on the main panel, interface panels and under detector racks) to ensure they are secure and free of corrosion. Apply diazo grease at least once every six (6) months to deter corrosion. Verify that all digital loop cables are soldered to their connectors.

h. Controller Cabinet Mounting

Check the snugness of the nuts on the controller cabinet anchor bolts, and tighten if necessary being sure not to distort the cabinet door opening by over tightening.

i. Controller Cabinet Foundation Seal

Check the seal between the bottom of the cabinet and the foundation for deterioration if standing water or evidence of water is present inside the bottom of the controller cabinet. Reseal as necessary, and ensure there is a weep hole at the lowest point to allow any moisture in the cabinet to seep out.

j. Controller Operation

Manually place vehicle and pedestrian calls on each phase through the controller cabinet test switches or the controller keyboard to verify controller servicing of each active phase. Check for accurate time and date and report to City Engineer or City representative.

k. Detection Setup

Verify that the detector loop cables are correctly identified, connected to the correct vehicle detector field interface terminals, and that the correct detector indicates a call. Verify that a call is placed on the correct controller detector input, and that the input places a call on the correct controller phase.

l. Detector Operation

Check detector units and systems including, but not limited to, inductive loops, and pedestrian push buttons for correct detection of both vehicles and pedestrians by observing the turn-on of the appropriate detection indicator as a vehicle passes over or through the detector loop(s)/zone; and adjust or repair said equipment as necessary to restore system to its intended operation.

m. Door Gasket

Check all door gaskets on the controller cabinet, service cabinet and any other enclosures for evidence of moisture or deterioration. Completely replace any gaskets showing signs of leaking or deterioration.

n. Door Panel Harness

Check the harness leading from the door panel to the auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust if necessary.

o. Equipment Displays and Indicators

Verify that all LED and LCD displays and indications (controller, CMU, load switches, flasher, etc.) are working properly.

p. Ground Fault Receptacle

Verify the proper operation of “Test” and “Reset” buttons on GFCI type outlets.

q. 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.

r. Insect Infestation

Check for any signs of ants, wasps, spiders or other insects within the cabinet and take the necessary steps for extermination.

s. Interconnect

Check all traffic controller communications equipment (internal modems and/or interface modules) for proper operation and replace or repair as needed. The repair or replacement of traffic signal interconnect cables shall be “additional work” as defined in Section 29, and will require prior approval by the Engineer before work is commenced.

t. Interior Light

Verify the proper operation of the controller cabinet’s interior fluorescent light and starter.

u. Intersection Timing

Compare controller phase timing against the timing sheet, check any discrepancies against intersection log and notify Engineer of all discrepancies.

v. Intersection Records

Ensure that all intersection “As-Built” plans, cabinet wiring diagrams, necessary equipment operations manuals, controller data timing sheets, and log book are corrected and inside the cabinet. Contact Engineer to obtain any missing items.

w. Plug-in Components

Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely in its socket.

x. Preemption Devices

Test any preemption devices for proper operation.

y. Service Connections

Verify that the neutral, ground and power connections are secure in the controller and service cabinet at least once every six (6) months.

z. Switches

Verify the correct operation of each position, including "OFF", of all switches. Repeatedly work all test and stop time switches to keep the switch contacts clean.

aa. System Telemetry

Check operation of telemetry for proper communications.

bb. Terminal Connections

Using the correct size insulated screwdriver, test each terminal screw backing off slightly then retightening to confirm that it is secure at least once every six (6) months.

cc. Thermostat

Verify that the cabinet fan thermostat is set at 115 degrees Fahrenheit.

dd. Vacuum Cabinet

Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the controller cabinet including the police panel. Also blow out or vacuum the vent openings above the controller cabinet door.

ee. Battery Back-up Systems

The City of Stanton has seven (7) Existing Battery Back-up Systems (BBS) installed at various signalized intersections. **As First Work** to be accomplished, all seven (7) intersections shall be inventoried by the Contractor as to the operation of the existing Battery Back-Up Systems. Any and all deficiencies shall be addressed and documented immediately. Specifically, the following questions shall be answered: *Does the BBS unit (inverter) operate the signalized intersection when electrical power is lost? Also, what is the existing total Battery Back-Up voltages for the existing four (4) batteries?*



Once documented, a letter addressed to the City of Stanton addressing the deficiencies with solutions to rectify the problem locations shall be prepared and submitted.

As part of the monthly Battery Back-Up System maintenance program the following tasks shall be accomplished:

1. Each month the total battery voltage (4 batteries) shall be tested with results documents on a separate "BBS" maintenance sheet in the controller cabinet log.
2. Every three (3) months the Battery Back-Up System at the intersections that have been programmed for "Full Operation" shall be activated for a minimum of ten (10) minutes by disabling the Edison power breaker with results documented on the BBS maintenance sheet.
3. The intersections that are programmed for "Red Flashing" during the "On Battery" condition shall be "Load Tested" on the four (4) batteries every month, with text results documented on the BBS maintenance sheet.
4. The City shall be notified in writing of any Battery Back-Up System deficiencies and a fix solution within forty-eight (48) hours of an occurrence.

Also, as a matter of record, all replacement batteries shall be dated as to installation date with an up-to-date record kept on every intersection regarding battery age. Battery Back-Up units or batteries shall be replaced at the unit price stated in the schedule of Bid Items per "Extraordinary Maintenance".

Some of the City's existing Battery Back-Up Systems, that are installed at signalized intersections, may not be **Full LED** intersections. More specifically, some yellow indications are "Incandescent bulbs" and some pedestrian indications are "Solid State" rather than LED. The electrical load of each signalized intersection will determine how the signalized intersection will operate when the BBS is in the "On Battery" mode. Either "Full Operation" or "Red Flash" operation during the power outage will be implemented. The "Low Battery" inverter contacts will always be programmed for "Red Flash" operation. "On Battery", "Low Battery" and "2-Hr Timer" contacts are also to be programmed for "Alarms" on

each BBS system. During this contract, some signalized intersections may be retrofitted with “Yellow” or “Pedestrian” LED indications. At those locations and all existing signalized intersections that can be operated on “Full Operation” during a power outage, reprogramming will be done as part of the BBS maintenance operations.

ff. Intersection Walkaround

Walk all the approaches of the intersection and visually inspect all signal poles, mast arms, signal heads and indications, traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, Opticom detectors, and any other devices, and verify the correct placement and/or operation. Any inoperable vehicle or pedestrian indications, safety lights, or illuminated sign lamps shall be replaced under extraordinary maintenance; illuminated signs damaged beyond repair shall be reported to the Engineer and replaced under extraordinary maintenance. All vehicle heads and pedestrian heads, and Opticom heads found to be out of alignment shall be properly aligned. Missing signs shall be replaced under extraordinary maintenance. Cracked or damaged loops sealants shall be re-sealed. All other equipment found missing or damaged shall be replaced or repaired.

gg. Pedestrian Signals and Push Buttons

The Contractor shall maintain all pedestrian signal heads and push buttons in working order, and the cost incurred shall be included in the unit price for routine preventative maintenance per intersection. The replacement of defective parts will be extraordinary maintenance. New parts shall conform to current State of California Standard Specifications and as specified by the Engineer or his authorized representatives.

hh. Loop Detectors

The Contractor shall verify the condition of the loops in the roadway and take necessary preventative measures to ensure the longevity of the loop. This includes the splicing (or re-splicing) of detector loops and/or replacement of loop sealant. Cutting and installing new loops is considered extra work and will require prior approval by the City before work is commenced. The failure of a loop due to sealant not maintained is not considered extra work and will be repaired at the

Contractor's expense. Loop cables shall be tested from the cabinet for grounds at least once every twelve (12) months, with the first test completed by the first month of this agreement. Completion of this testing shall be recorded on the Monthly Maintenance Log. Any readings less than twenty-five (25) Meg Ohm shall be investigated, logged, and reported.

ii. Video Detectors (Where Present)

Contractor shall verify that video detection camera lenses are clean and the system operable. The Contractor shall clean and polish all video detection camera lenses once every twelve (12) months, or as directed by the Engineer on an individual basis. At that time, all signal heads, mast arm mounted street name signs, and optically programmed signal heads, shall be re-aligned as necessary.

jj. Signs

Traffic control signs shall be cleaned and adjusted as routine maintenance. The Contractor shall repair or replace any damaged or missing traffic control signs or pedestrian push button plates affixed to any signal mast arm or pole under extraordinary maintenance, including red flags on certain mast arms.

kk. Traffic Signal Controller Assembly

The Contractor shall replace, repair, or otherwise render in good working order any and all defective traffic signal controller assemblies with like make and model assemblies as necessary to ensure the safe operation of said signal equipment. Solid state equipment shall be maintained according to the manufacturer's specifications.

ll. Street Lights

The Contractor shall verify and maintain that the street lights are in working order. The scope for routine maintenance includes, but are not limited to, verifying that the bulbs, sensors, etc. are operable, timing changes, etc.

mm. Before Leaving Intersection

Before leaving intersection during any routine or extraordinary maintenance, verify that all detector test switches are in "normal" position, and that the stop time switch is in the "auto" or "normal"



position. Record all information (name, time, date, nature of work, etc.) in the cabinet log book. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with City staff.

27.EXTRAORDINARY MAINTENANCE

Items of extraordinary maintenance generally include the following:

- Furnish and install replacement vehicle and pedestrian signal LED indications
- Furnish and install replacement vehicle and pedestrian signal heads
- Furnish and install replacement illuminated street name sign lamps and panels
- Furnish and install replacement safety lights
- Furnish and install battery back-up units and batteries
- Cut and install replacement detector loops
- Furnish and install replacement pedestrian push buttons
- Paint signal equipment
- Furnish and install replacement marbelite pole following vehicle collisions

Extraordinary maintenance as listed in the Contract Agreement includes all the labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal system that goes beyond the normal routine preventative maintenance program established by this Scope of Work.

a. Lamp Replacement

During any inspection, all broken or deteriorated parts shall be replaced as necessary. The Contractor shall furnish and replace all incandescent or LED signal lamps that have failed or burned-out with new LEDs. Programmed visibility lamps shall be replaced in kind, unless otherwise directed by the Engineer. Replacement of said vehicle signal lamps shall be considered extraordinary maintenance work as defined in this Scope of Work, unless said failure occurs within the initial warranty period of the signal lamp. All new LEDs shall be approved by the Engineer or his authorized representatives. Contractor shall indicate the date the signal lamp was installed on every signal lamp replaced and installed by Contractor. During replacement, Contractor will ensure signal equipment is secure and all visors and lenses are clean and clearly visible to governing traffic.

b. Inductive Circular Loop Replacement

Install Type E circular detector loops per the following specifications:

Detector loops shall conform to the Provisions in Section 86-5, "Detectors", of the Standard Specifications and this Scope of Work.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and slot sealant. Loop detector lead-in cable shall be Type B.

Detector loop locations shall be approved by the Engineer or his representatives, in the field prior to installation.

In testing a vacant loop, any drift that exceeds an average of more than 1 Hertz/minute shall be cause for rejection.

Type E detector loops (circular), per Standard Plan ES-5B shall be six (6) feet in diameter.

The sides of the slot shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be three (3) inches. Slot width shall be a maximum of $\frac{3}{4}$ inch. Loop wire for circular loops shall be Type 2.

Slot sealant shall be Hot-Melt Rubberized Asphalt Sealant and conform to the provision in Section 86-5.01A(4) "Installation Details", of the Caltrans Standard Specifications and as directed by the Engineer in the field.

28. ADDITIONAL WORK

Additional work includes all work not listed in the Contract Agreement as Routine Preventative Maintenance or Extraordinary Maintenance and shall include items such as, but not limited to, the following:

- Furnish and install replacement signal poles and/or mast arms
- Furnish and install replacement signal heads
- Furnish and Install marble street light poles, mast arm and luminaries
- Furnish and install replacement cabinet assemblies

- Furnish and install replacement signal interconnect cables
- Furnish and install replacement signal controller assemblies
- Emergency call-out response
- Furnish and install other signal equipment as requested by the Engineer

Work Authorization

Additional work, except for emergency repairs as provided for in this Scope of Work, shall require prior written authorization from the Engineer. In situations requiring immediate response, verbal authorization from the Engineer or his authorized representative is sufficient followed by a written authorization.

Payment for Additional Work

Upon receipt of an itemized invoice within thirty (30) days of completion of work, the City shall compensate the Contractor for additional work including labor, material, equipment and markup as identified in Section D.

In the event a negotiated price cannot be reached, the City reserves the right to solicit quotations or invite bids and award work to any contractor on extraordinary maintenance.

29. PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

30. PERMITS, LICENSES, AND INSPECTIONS

The Contractor and all its subcontractors shall obtain and pay for a City business license from the City of Stanton prior to the commencement of work.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the contract, except that a no-fee encroachment permit will be issued by the Engineer.

All work performed, or equipment or parts supplied by the Contractor, shall be subject to inspections and approval of the Engineer, or his authorized representative.

31. WORK STOPPAGE

It shall be the responsibility of the Contractor to provide continuous maintenance services, without any interruption of any traffic signals in the City. In case of any work stoppages due to labor strike or otherwise, Contractor shall provide by other means, and at its own cost, comparable continuous service under this Agreement as if there were no work stoppage. Failing to do so will cause the City to take whatever action(s) is deemed necessary to provide such service and the cost shall be borne by the Contractor.

LIST OF TRAFFIC SIGNALS

Traffic Signal Locations

No.	INTERSECTIONS
1	CERRITOS – KNOTT
2	CERRITOS – WESTERN
3	CERRITOS – DALE
4	CERRITOS – MAGNOLIA
5	KATELLA – KNOTT
6	KATELLA – WESTERN
7	KATELLA – CEDAR
8	KATELLA – ROSE
9	KATELLA – DALE
10	KATELLA – MAGNOLIA
11	VILLAGE CENTER DRIVE
12	KNOTT – RECYCLE WAY
13	MAGNOLIA PACIFIC
14	WESTERN – THUNDERBIRD
15	DALE – CHANTICLEER

Mast Arm Mounted Flashing Beacon

No.	INTERSECTIONS
1	CHAPMAN – EAST OF BEACH BLVD.

Signalized Crosswalk System Beacon

No.	INTERSECTIONS
1	MAGNOLIA – NORTH OF SYRACUSE

Pedestrian Push-Button Signal

No.	INTERSECTIONS
1	VILLAGE CENTER DRIVE

Battery Backup Systems

No.	INTERSECTIONS
1	KATELLA – KNOTT
2	KATELLA – WESTERN
3	KATELLA – CEDAR / ROSE
4	KATELLA – MAGNOLIA
5	CERRITOS – WESTERN
6	CERRITOS – DALE
7	CERRITOS – MAGNOLIA
8	DALE – CHANTICLEER
9	WESTERN - THUNDERBIRD



EXHIBIT B

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) _____, if any.

By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.

Original Signature by Authorized
Officer/Agent

Vendor's Tax ID Number (FEIN)

Type/Print Name of Signatory

Company Name

Title

Phone Number

Consultant Mailing Address

Fax Number

Form of Business (mark one of the
following):

Website Address

Sole Proprietor/Individual

E-mail Address

Partnership

Corporation

Limited Liability Company (LLC)

If a corporation, the State where it is
incorporated: _____



EXHIBIT C

RATE SCHEDULE

	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Total Amount</u>
I.	Routine Maintenance	Per intersection/ month	15	\$_____
	Routine Maintenance	Per flashing beacon/ month	2	\$_____
	Routine Maintenance	Per ped. push button/ month	1	\$_____
	Street Light Per Street Light / month	960		\$_____
	Total Items			\$_____
II.	Schedule of Labor Rates		Straight Time	Overtime
	Operations Superintendent		\$_____	\$_____
	Lead Signal Technician		\$_____	\$_____
	Signal Technician		\$_____	\$_____
	Lead Signalman		\$_____	\$_____
	Signalman Laborer		\$_____	\$_____
	Lab/test Technician		\$_____	\$_____
	Engineer/system Technician		\$_____	\$_____
	Street Light Technician		\$_____	\$_____
III.	Schedule of Equipment Rates*		Hourly Rate	
	Service Truck		\$_____	
	Service Ladder Truck		\$_____	
	Hydraulic Man lift Truck (under 32')		\$_____	
	Crane Truck		\$_____	
	Boom Truck		\$_____	
	Concrete Saw		\$_____	
	Compressor w/tools		\$_____	
	*Any equipment not listed above will be charged at the local prevailing rental rates.			
IV.	Markup on material		_____%	



V.	Markup on Labor	_____ %
VI.	Special Pricing	Unit Pricing
	6X6 Type E inductive loop installed (1 to 4)	\$_____ Per Loop
	6X6 Type E inductive loop installed (5 or more)	\$_____ Per Loop
	LED Pedestrian module installed (includes labor/equip)	\$_____ Per Face
	Completed cabinet testing	\$_____ Per Cabinet
	Replace Pedestrian push button	\$_____ Per Button
	Replace Marbelite Pole	\$_____ Per Pole
	Streetlight Call Out	\$_____ Per Work Order



EXHIBIT D

CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS] (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **traffic signal and streetlight maintenance** services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **traffic signal and streetlight maintenance** services to public clients, is licensed in the State of California, and is familiar with the project.

2.2 Project.

City desires to engage Consultant to render such services for the **Traffic Signal and Street Light Maintenance Services** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Traffic Signal and Street Light Maintenance** services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from [INSERT START DATE] to [INSERT ENDING DATE], unless earlier terminated as provided herein. Consultant



shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME(S)]**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's



Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **[INSERT CITY EMPLOYEE NAME]**, or his or her designee, as the City’s contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.



3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement, or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.



- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day



written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary, and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be



responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, as applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER]) ("Total Compensation") without written approval of City's [INSERT TITLE]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"



projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.



3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **[INSERT CITY EMPLOYEE NAME]**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any



magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney fees, and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent



jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.



3.12 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.



3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name: _____
Title: _____

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary,
AND CORPORATE SEAL OF
CONSULTANT REQUIRED]

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney



EXHIBIT "A"

SCOPE OF SERVICES

[INSERT SCOPE OF SERVICES]

[EXHIBIT A FROM RFP TO BE INSERTED HERE AND/OR CONSULTANT PROPOSAL]



EXHIBIT "B"

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

**[CONSULTANT'S SCHEDULE OF SERVICES, SUMMARY TO BE INSERTED
HERE]**



EXHIBIT "C"

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

[CONSULTANT'S FEE PROPOSAL TO BE INSERTED HERE]