

**CITY OF LATHROP
REQUEST FOR PROPOSALS
FOR**

**Electrical Traffic Control Devices and Lighting
Maintenance Services**

2020



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**CITY OF LATHROP - PUBLIC WORKS DEPARTMENT
 REQUEST FOR PROPOSALS
 FOR
 ELECTRICAL TRAFFIC CONTROL DEVICES AND LIGHTING MAINTENANCE SERVICES**

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**CITY OF LATHROP - PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
FOR
ELECTRICAL TRAFFIC CONTROL DEVICES AND LIGHTING MAINTENANCE SERVICES**

I. BACKGROUND INFORMATION

The City of Lathrop (“City”) is requesting the services of an electrical contracting firm to provide maintenance services for: traffic signals, street lights, and City facilities lighting. The maintenance services include comprehensive routine preventative maintenance and scheduled repairs, to be paid using a flat rate schedule, and unscheduled or emergency response work to repair accident damage or vandalism and ad hoc electrical work, to be billed on a time and materials basis using a unit rate schedule for labor, vehicles and equipment.

The City owns and requires maintenance for twenty (20) traffic signal systems, approximately one thousand, eight hundred and twenty-one (1,821) street lights and sixty seven (67) light fixtures at seven (7) City facilities. The City is also required to adequately mark all traffic signal conduit and equipment (Underground Service Alert – “USA”) in accordance with California Government Code Section 4216 et seq. The Proposer’s cost for the provision of services for the aforementioned four categories will comprise the base proposal. This value will be the sum of items I, II, III, and IV of the Cost Proposal Schedule A1.

The Contractor will be required to have qualified technicians that have demonstrated experience with traffic signal, street light, and lighted facilities maintenance, as well as emergency electrical repair work. The firm’s assigned personnel should also have the ability to troubleshoot and diagnose problems with all of the City’s electrical operation systems and perform Underground Service Alerts (USA). The total amount of work will be a function of routine preventative maintenance plus the amount of work that is required due to normal “wear and tear,” collision, damage, vandalism, and other factors that may result in the need for emergency repair and other unscheduled maintenance.

The Electrical Traffic Control Devices and Lighting Maintenance contract will be for an initial contract period of two years from approximately July 1, 2020 – June 30, 2022.

This contract may be extended by the City for up to three (3) additional consecutive years after the initial contract period in one (1) year increments at the discretion and approval of the City.

Any firm who would like to submit a proposal for such services shall submit a proposal following the instructions and format outlined with this Request for Proposals (RFP). The City shall competitively solicit RFPs and award a contract to the most qualified and responsible Respondent with the most responsive proposal.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or has failed to faithfully perform any previous contract with the City.

If you are interested in responding to this RFP, please carefully review Section V entitled “Proposal Requirements,” and prepare a brief proposal according to the instructions provided. Please also review Section VI entitled “Firm Selection” for the method by which firms will be selected.

II. SCOPE OF WORK AND PROPOSAL ITEMS

A. General Description

The Contractor shall provide consultation services for traffic signal and street light systems, and maintenance and repair services for traffic signals, street lights, and City facilities lighting. The maintenance services include: routine preventative maintenance and scheduled repairs; unscheduled/emergency response; and ad hoc work to maintain and repair traffic signals, street lights, City facility lighting systems, and other related equipment by duly trained and qualified personnel.

The Contractor shall cooperate and coordinate with the City in recalibrating traffic signal coordination timing and progression.

The Contractor shall designate representatives in their organization who shall be available periodically to the City for consultation.

The Contractor shall also perform Underground Service Alerts (USA) at the direction of the City (the Contractor may receive email alerts directly from USA). All routine maintenance, scheduled repair, and Underground Service Alerts will be billed at an established flat rate (Schedules A-1 and A-2), with additional non-routine preventative maintenance services (emergency work/unscheduled repair) paid at hourly labor rates, and vehicle and equipment rates, in accordance with the Cost Proposal, Schedules B and C, to be completed and returned by the Contractor.

The City expects technicians to be regularly assigned to the City as necessary to provide routine maintenance, and to respond to unscheduled/emergency work ("Extra Work") during and after regular working hours (8:00 AM to 5:00 PM, Monday through Friday).

An inability to provide services per contract specifications for each traffic signal, street light, facility light fixture and USA ticket may cause the Contractor to be subject to liquidated damages. Failure to acknowledge the proposed Liquidated Damages clause included as Attachment "A" may render a Proposal as non-responsive, unless an alternative Liquidated Damages clause proposed by the Contractor is submitted to the City in Contractor's Proposal and is approved by the City.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with: warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface; and a laptop computer for the programming, maintenance and testing of traffic signal controllers and various equipment. All of the required equipment shall be properly maintained and functional twenty-four (24) hours a day, seven (7) days a week, including holidays.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the traffic signals, street lights, and facilities lighting for the City in compliance with current Caltrans and City of Lathrop standards and specifications, and per the equipment manufacturer's recommendations.

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

B. Traffic Signal Maintenance Requirements

1. Routine Maintenance

The Contractor shall provide a routine, comprehensive preventative maintenance program designed to: minimize the incidence of outages and malfunction; reduce complaints; and extend the useful service life of the traffic signal equipment. Compensation for all routine maintenance work will be paid at an established flat rate for those traffic signals maintained in any given month, in accordance with the Cost Proposal, Schedule A. The program shall include, but is not limited to:

i. Annual Inspection & Maintenance

Annual inspection and maintenance shall include:

- a) Cleaning, adjusting, lubricating, and testing of signal equipment and replacement of substandard components,
- b) Controller units shall be overhauled or maintained as recommended by the manufacturer,
- c) Test each of the conflict monitors annually within the first three (3) months of the start of the initial contract year, and by September 1st for each subsequent contract year,
 - o Provide a report in Microsoft Excel identifying each intersection and showing test results.
- d) Within the first three (3) months of the initial contract year, and by September 1st of each subsequent contract year, the Contractor shall: Replace all cabinet filters.
- e) Check the mounting of each signal head and adjust/tighten the mounting as required.
- f) Replace missing components and fastening hardware such as sockets, nuts, and bolts.
- g) Test each of the locations that have battery backup systems (by disconnecting the PG&E power at the service cabinet) within the first three (3) months of the start of initial contract period and by September 1st for each subsequent contract year
 - o Provide the City with a report in Microsoft Excel indicating each traffic signal operated on full cycle operation (during PG&E power disconnect).
- h) The Contractor shall rotate the batteries, per the manufacturer's recommendation, at each of the locations that have a battery backup system (to maximize the life of the batteries) and
 - o Provide the City with a report in Microsoft Excel indicating that work has been completed.

ii. Light Emitting Diode (LED) Signal Faces

All of the traffic signal faces in City of Lathrop will be LEDs.

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

iii. Monthly Inspection & Maintenance

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

- a. Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display. Correct all observed problems as soon as possible thereafter.
 Examine the functioning of the controller in relation to the traffic. Correct functional problems as soon as possible and report functional and timing problems to the City.
 Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune detector amplifiers and correct substandard splices as necessary, and report improper detection operation and causes to the City.
 Observe and check for proper operation of video detection cameras. Adjust detection system as necessary, and report improper detection operation and causes to the City.
 Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary. Make arrangements to promptly fix those deficiencies which cannot be corrected immediately.
 Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion. Determine cause and correct the condition.
 Replace equipment and components that have failed, or malfunctioned in the Safety Street Light System including:
 - o Lamps, lenses and photo cells
 - o Ballasts and fuses
 Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Report any improper operation to the City.
 Complete record keeping requirements as described in the proposal.

2. Scheduled Repair

For repair or replacement of items outside the scope of Routine Maintenance the Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The Contractor shall repair or replace equipment and components that have failed or malfunctioned from the normal operation of the traffic signal system. Compensation for scheduled repair will be in accordance with the flat rates in the Cost Proposal, Schedule A2, Additional Work table. If the item to be repaired is not listed in the Schedule A2 Additional Work table, the contractor shall prepare a proposal for review by City Staff.

- i. Scheduled repair of equipment and components shall include, but are not limited to the following elements:
 - a) Traffic Signal Cabinets, Battery Back-up System Cabinets, Utility Service Cabinets (providing power to the Traffic Signal System) and all components contained therein;

- b) Replacement or extensive repair to Traffic Signal vehicular detection systems such as inductance loops, Video Detection cameras and mountings;
- c) Internally Illuminated Street Name Signs and their mountings;
- d) Emergency Vehicle Pre-emption Systems (Opticom);
- e) Traffic Signal Poles and Mast-arms;
- f) Traffic Signal and Pedestrian Signal fixtures and assemblies, roadway fixtures wiring and pull boxes, pedestrian push button assemblies and pedestrian pressure detection system.

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

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

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

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

Maintenance activities that require periodic replacement of minor parts will not require City approval. Replacement of controllers and battery backup systems will require approval of City staff prior to replacement. The serial number of any unit removed will be recorded and the removed unit shall be delivered to the City of Lathrop's Public Works Corporation Yard located at 2112 Louise Avenue, Lathrop, CA.

3. Unscheduled and Emergency Response Work

- i. The City may request that the Contractor perform Unscheduled and Emergency Response Work on the traffic signal system not covered by routine maintenance and scheduled repair. Compensation for unscheduled or emergency work will be paid at the hourly labor rates, and

vehicle and equipment rates, in accordance with the Cost Proposal, Schedules B and C. Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 5:00 PM to 8:00 AM, for the actual travel time to the City, up to a two (2) hour maximum. Unscheduled and Emergency Work includes, but is not limited to the following:

- a. Emergency Work needed to restore the traffic signal system to proper working order following accident damage;
Unscheduled Work on the traffic signal system that is not covered by routine maintenance and scheduled repair that may be requested by the City;
Repairing damage to the traffic signal system resulting from acts of vandalism, including painting over and removal of graffiti;
Assisting the City during special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.
- ii. Equipment for Unscheduled and Emergency Work
 - a. Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next calendar day to notify the City).
The Contractor shall cover the cost of replacing any parts to the traffic signals. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.
Notify the City in advance of any traffic signal de-activations (by phone and email) that may be required to provide the required services. Traffic signal deactivations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.
The Contractor, at own cost, shall place barricades, clean up debris, and properly dispose of all damaged components.
Special Note: Emergency calls that require replacement of parts or equipment will not require approval from City before such replacements are commenced. The Contractor should have additional staff on-call in case the responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

4. Maintenance Records

Contractor shall maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and kept in each controller cabinet; a copy shall be furnished to the City within the first three (3) months of the start of initial contract period and by September 1st for each subsequent contract year.

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

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

5. Monthly Activity Report

The Contractor shall provide a monthly activity report to the City by the fifteenth (15) working day of each month for the previous month. A monthly report shall be sent via regular mail and email (in Microsoft Excel format) to the City with the monthly invoice. No payment will be made without submittal of the report.

- i. The Activity Report shall include:
 - a) **Unscheduled and Emergency Response Work:** Time the service calls were received, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.
 - b) **Scheduled Repairs:** A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
 - c) **Routine Maintenance:** Time and date the RM work was performed.
 - d) **Pending Repair List:** Provide a monthly report of all pending repair work needed at each intersection. The intersection name should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

6. Consultation

The Contractor shall designate representatives in their organization who shall be available periodically to the City for consultation. This consultation shall include preparing cost estimates for replacement of obsolete equipment, system modifications, and maintenance work for which specific service fees have not been established in this contract; and technical explanations of functional and operational characteristics of signals.

Compensation for consultation services shall be paid at the hourly labor rates and vehicle and equipment rates, in accordance with the Cost Proposal, Schedules B and C, included in this Solicitation and completed and returned by the Contractor in its Proposal.

7. Response and Service

- i. The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:
 - a. Emergency and accident maintenance – one (1) hour
 - b. Replacement of burned out signal faces
 1. Red faces on mast arms – two (2) hours
 2. Red faces on poles – two (2) hours
 3. Green and yellow faces – two (2) hours
 - c. All other signal maintenance – twenty-four (24) hours
 - d. Safety Lighting – forty-eight (48) hours
 - e. IISNS tubes – forty-eight (48) hours
- ii. Signal-on-flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency.
- iii. The City (Public Works Services, Engineering, or the Police Department) may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.
- iv. Routine maintenance shall be completed as soon as possible and in all cases in no less than twenty-one (21) calendar days, unless extended in writing by the City.
- v. Failure to meet the response time requirements by the Contractor shall be sufficient cause for the City to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

8. Signal Shut Down and Signal on Flash

The Contractor shall immediately notify the City's Public Works Department and Police Department of any signal turn-offs or signal on flash necessitated by their operation. Signal shut down of any duration and signal on flash operation in excess of fifteen (15) minutes must be first authorized by the Public Works Department and Police Department.

9. Spare Equipment

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

10. Salvaged Equipment

The Contractor shall deliver any salvaged or salvageable equipment or material to the Lathrop City Corporation Yard at 2112 E. Louise Avenue, Lathrop, CA. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the City and disposed of properly by the Contractor at

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

C. Street Lights Maintenance Requirements

1. Routine Maintenance

Contractor shall furnish all labor, standard materials, and equipment necessary to maintain the City's street light system in proper working order. The Contractor shall establish a program for monitoring and tracking maintenance for all street lights owned and maintained by the City. Compensation for all routine maintenance work will be paid at an established flat rate for those street lights maintained in any given month, in accordance with the Cost Proposal, Schedule A1. The program shall include but is not limited to:

i. Routine Scheduled Maintenance

Routine scheduled maintenance shall include:

- a) Replace burnt-out streetlight bulbs
 - b) Repair day-burners due to dirty or damaged photocells
 - c) Replace damaged streetlight ballasts or fixtures,
 - d) Replace defective lamps, sockets, & ballasts,
 - e) Replacement of fuses, wiring in the pole or fixture,
 - f) Reinstallation of access panels that have come loose due to wear & tear or high-winds.
- ii. At locations where there is no existing badge number on the street light pole that is in need of repair, the Contractor shall install badge numbers on existing street light pole for easy identification in the field, such as when a resident reports to the City a light that is out. Contractor shall coordinate with the City for the appropriate badge number assigned.
- iii. Contractor will conduct monthly nighttime inspections to detect inoperative lights and other deficiencies. The inspections shall encompass all City of Lathrop streetlights. One third (1/3) of the City streetlights shall be inspected monthly on a rotating basis to ensure all streetlights are inspected a minimum of once every three months
- a) provide a written MONTHLY NIGHTTIME INSPECTION REPORT in MS Excel format of any deficiencies found on the night time inspections to the City at least once per month.
 - b) The written MONTHLY NIGHTTIME INSPECTION REPORT shall be incorporated into the MONTHLY ACTIVITY REPORT (page 15, Section 5) and shall be provided to the City by the 15th working day of the following month. No payment will be made without submittal of the MONTHLY ACTIVITY REPORT.
 - c) Repairs to deficiencies found during the night time inspection and repairs to reported day burners shall be made within 3 working days from discovery of such deficiencies or day burners.
 - d) A complete list of all deficiencies found during the nighttime inspection shall be emailed to O&M Superintendent before any repairs are made.

- e) Failure to repair deficiencies within three (3) working days will result in assessment of Liquidated Damages (ATTACHMENT A, LIQUIDATED DAMAGES).

2. Scheduled Repair

For the repair or replacement of items outside the scope of Routine Maintenance the Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the streetlight system. The Contractor shall repair or replace equipment and components that have failed or malfunctioned from the normal operation of the street light system.

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

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

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

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

3. Unscheduled and Emergency Response Work

- i. The City may request that the Contractor perform Unscheduled and Emergency Response Work on the street light system. Compensation for unscheduled or emergency work will be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with the Cost Proposal, Schedules B and C. Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 5:00 PM to 8:00 AM, for the actual travel time to the City, up to a two (2) hour maximum. Unscheduled and Emergency Work includes, but is not limited to the following:

- a. Downed poles (“knockdowns”) and other operational equipment related issues.
 - b. System outages requiring analysis and troubleshooting and potential coordination with PG&E.
- ii. Equipment for Unscheduled and Emergency Work
- a. Repair, replace or otherwise render in good working order any and all defective parts of the street light equipment with like make and model parts. Whenever equipment is removed, the City shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next business day to notify the City).
The Contractor shall cover the cost of replacing any parts to the street lights. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed-upon mark-up price.
The Contractor, at its own cost, shall place barricades, clean up debris, and properly dispose of all damaged components.
The City will maintain and control an inventory of spare light poles and fixtures to be used for the replacement of knockdowns. As long as the necessary components to repair a knockdown are in said inventory, the following shall apply:
Failure to repair deficiencies within 3 working days will result in assessment of Liquidated Damages.
(ATTACHMENT A – LIQUIDATED DAMAGES)

4. Response and Service

- i. The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a street light becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:
 - a. Emergency Service – two (2) hours
Outages and Malfunctions – seventy-two (72) hours
- ii. Emergency Services shall include cleanup of debris due to accidents, erection of barricades and/or signs and to leave the area in a safe condition.
- iii. Failure to meet the response time requirements by the Contractor shall be sufficient cause for the City to authorize work to be completed by others and deduct the costs of said work from payments due the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

5. Monthly Activity Report

The Contractor shall provide a monthly activity report to the City by the fifteenth (15) working day of each month for the previous month. The monthly report shall be sent via regular mail and email (in Microsoft Excel format) to the City with the monthly invoice. No payment will be made without submittal of the report.

- i. The Activity Report shall include:

- a) **Unscheduled and Emergency Response Work:** Time the service calls were received, time arrived at the location, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism.
- b) **Scheduled Repairs:** A complete record of all work that was performed on the streetlight system during the previous month including the date, time, location and description of any major components or other equipment that was newly installed.
- c) **Routine Maintenance:** Time, date, location and pole number the RM work was performed.
- d) **Pending Repair List:** Provide a monthly report of all pending repair work needed on the streetlight system.

6. Consultation

The Contractor shall designate representatives in their organization who shall be available periodically to the City for consultation. This consultation shall include preparing recommendations and cost estimates for replacement of obsolete equipment, system modifications, and LED retrofits.

Compensation for consultation services shall be paid at the hourly labor rates and vehicle and equipment rates, in accordance with the Cost Proposal, Schedules B and C, included in this Solicitation and completed and returned by the Contractor in its Proposal.

7. Salvaged Equipment

The Contractor shall deliver any salvaged or salvageable equipment or material to the Lathrop City Corporation Yard at 2112 E. Louise Avenue, Lathrop, CA. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the City and disposed of properly by the Contractor at Contactor's cost.

D. Lighted Facilities Maintenance Requirements

1. Routine Maintenance

The Contractor shall provide a routine, comprehensive preventative lighting maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the lights at the City's lighted facilities. Compensation for all routine maintenance work will be paid at an established flat rate for lighting at City Facilities maintained in any given month, in accordance with the Cost Proposal, Schedule A1. The program shall include, but is not limited to:

i. **Monthly Maintenance**

Monthly maintenance shall include the repair or replacement of equipment and components that have failed or malfunctioned from the normal operation of the lighted facilities. The equipment and components shall include, but is not limited to the following elements:

- a) Light fixtures/base plates,
- b) Luminaries and photo cells,

- c) Power control units,
- d) Conductors/wiring,
- e) Light switches,
- f) Electrical service equipment.

2. Scheduled Repair

For the repair or replacement of items outside the scope of Routine Maintenance the Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the lighting at the lighted facilities. The Contractor shall repair or replace equipment and components that have failed or malfunctioned from the normal operation of the lighting at City facilities. The equipment and components shall include, but is not limited to the following elements: field wiring, lamps, bulbs, solar sensors, reflectors, photocells, igniters, luminaries, ballasts and associated devices and electrical service equipment.

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

The contractor shall submit a work plan to provide the required supplies, materials, and installed equipment for approval by the City prior to proceeding with installation. The City shall approve the sources of and prices for supplies, materials, and installed equipment prior to procurement. Replacement supplies, materials, and installed equipment will be manufactured by a reputable supplier approved by the City. Such approval shall not prevent subsequent disapproval or rejection of supplies, materials, and installed equipment by the City if the quality is less than required by the Contract or other otherwise unsatisfactory. If discounts by suppliers are available to the Contractor, they shall be credited to the City. If supplies, materials, or installed equipment is obtained from supply or source owned by or in part by the Contractor, the price will not exceed current wholesale price for such materials and installed equipment. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work. The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment had been installed. Until installation occurs, the Contractor shall own and be responsible for their inventory. Components such as mast arms and luminaries that are undamaged may be reused at the discretion of the City. Maintenance activities that require periodic replacement of minor parts will not require City approval. Serial number of unit removed will be recorded and the removed unit shall be delivered to the Lathrop City Corporation Yard.

3. Monthly Activity Report

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

- i. Scheduled Repairs: A complete record of all work that was performed on the lighting equipment at City facilities during the previous month

including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each facility.

- ii. Routine Maintenance: Time and date the RM work was performed.
- iii. Pending Repair List: Provide a monthly report of all pending repair work needed at each lighted facility. The lighted facility name and description and location of the equipment should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

4. Response and Service

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

- i. Outages and Malfunctions – seventy-two (72) hours

5. Salvaged Equipment

The Contractor shall deliver any salvaged or salvageable equipment or material to the Lathrop City Corporation Yard at 2112 E. Louise Avenue, Lathrop, CA. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the City and disposed of properly by the Contractor at Contactor's cost.

E. Underground Service Alert (Dig Alert) Monitoring and Requirements

The Contractor will be required to adequately mark all traffic signal conduits, traffic signal interconnect/communication lines, and equipment as well as street lights on behalf of the City in accordance with the California Government Code Section 4216 *et seq.* The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Contractor to coordinate the marking of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an *Intersection Record Log* shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law. Compensation for providing USA – Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with the Cost Proposal, Schedule A1, included in this Solicitation and completed and returned by the Contractor in its Proposal. ***No additional or separate payment will be made for daily travel time from the Contractor's base of operations to the City.***

1. Response and Service

All USA tickets shall be completed within 48 hours from the initial call. Failure to respond within 48 hours will result in the assessment of Liquidated Damages. (ATTACHMENT A LIQUIDATED DAMAGES).

F. Ad Hoc Electrical Work

The contractor will be required to provide ad hoc electrical maintenance services for electrical equipment not listed in this RFP. This work shall be performed at the discretion of the City on a time and materials basis in accordance with the unit costs provided listed in Schedule B and C or by a negotiated cost.

G. Quantity of Units

The Contractor will be provided the number of street lights and lists with locations of: the City's traffic signals, and lighted City facilities included in the contract (Appendix A). A spreadsheet prepared by PG&E with a detailed list of the City's streetlights may also be provided upon request. The Contractor will report to the City any discrepancies identified between information in the lists and conditions in the field.

H. Upgrades

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

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

1. Replacement of existing non-operative equipment as needed;
2. Enhancing equipment as needed or warranted;
3. When requested by the City, install, modify or upgrade traffic signals, street lights or lighting at City facilities.

No upgrade work shall be commenced or undertaken unless authorized in advance in writing by the City. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement or remuneration for services. Upgrade work or extra work shall be performed in accordance with the most current version of the Caltrans Standard Plans and Caltrans Standard Specifications. This work shall be performed within a specified time limit established by the City and for a mutually agreed upon price. City will retain the right to perform any additional work by use of City forces or, in the alternative, to advertise such work for bids.

I. New Traffic Signals, Street Lighting, and Lighting at City Facilities

When the City accepts new equipment into service, it will be included in the contract at the applicable lump sum cost for preventive maintenance and scheduled repair at proposed unit rates for other maintenance for existing traffic signals, street lights, and lighting at City facilities (Schedules A1 and A2), commencing on the date of acceptance of the new equipment into service. The Contractor shall, upon notification by the City, immediately commence servicing such new equipment.

J. Warranty Service

New traffic signals, street lights, and lighting at City facilities are covered by the installing Contractor's material and workmanship warranty for one (1) year after acceptance. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised. The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. At expiration of the warranty, servicing of equipment shall be performed in accordance with these specifications. No additional, or separate, compensation shall be paid for warranty service work. Compensation for reviewing new equipment as identified above will be paid at the hourly labor rates, and vehicle and equipment rates,

in accordance with the Cost Proposal, Schedules A1, A2, B and C, included in this Solicitation and completed and returned by the Contractor in its Proposal.

K. Meetings

The assigned technician shall be available to meet with the City's designated representative on a weekly basis or as needed at a mutually agreed upon time and place in the City to review each week's maintenance activities. The assigned supervisor shall be similarly available to meet with the City's designated representative on a monthly basis. No additional, or separate, compensation shall be paid for attending meetings, which shall be considered as included in the compensation paid for all the various services provided hereunder.

L. Payment

All payment will be made within thirty (30) days after an invoice has been approved for payment by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment should be included with the sent invoice. For cost accounting purposes, the invoice should be mailed to the City and emailed as a Microsoft Excel compatible computer file to the City. Payment will be made no more frequently than monthly; however, invoices must be submitted at least quarterly (i.e. every three months). All payments shall be made in accordance with Schedules A1, A2, B, and C included in this Solicitation and completed and returned by the Contractor in its Proposal.

Special Note: The City reserves the right to negotiate with the Contractor on the rates and fees identified on the Cost Proposal, Schedules A1, A2, B, and C, included in this Solicitation and completed and returned by the Contractor in its Proposal. A final contract with the Contractor may not include the original rates and fees identified on the Cost Proposal, Schedules A1, A2, B, and C, as submitted in the Proposal. Compensation for all routine preventative maintenance work will be paid at an established flat rate for those traffic signals, street lights, and lighting at City facilities maintained in any given month, in accordance with the Cost Proposal, Schedules A1 and A2, included in this Solicitation and completed and returned by the Contractor in its Proposal. ***No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per traffic signal, street light, and lighting at City facilities represents total compensation for all routine preventative maintenance work as described herein, unless additional or separate payment for repairs or unscheduled/emergency work is otherwise authorized.***

Compensation for Extra Work, Unscheduled Work, and Emergency Response not covered in the Proposal Schedule, shall be done at "Straight Time" rate unless overtime is authorized by the City or provided in an emergency situation. During an emergency situation, only such work shall be done as to alleviate the emergency situation. All nonemergency work shall be done during normal business hours (8:00 AM and 5:00 PM, Monday through Friday). A separate itemized invoice, indicating the actual labor (hours per employment classification), material, equipment units used, and applicable rates, shall be prepared for work hereunder. Where the work involved an item included in the unit price schedule (Schedule B or C) the unit price therefore shall prevail.

M. Wages Paid to Contractor's Workers

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

N. Contract Period, Renewal, and Price Adjustments

The Electrical Traffic Control Devices and Lighting Maintenance Services contract will be for the initial two year contract period from approximately July 1, 2020 – June 30, 2022.

This contract may be extended by the City for up to three (3) additional consecutive years after the initial contract period in one (1) year increments at the discretion and approval of the City. The City shall notify the Contractor in writing of the intent to extend the contract by June 1st of the current contract year.

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

O. Bonds

The successful Respondent shall furnish a Performance Bond (100%).

P. Use of Subcontractors

In the form entitled List of Subcontractors, in the Information Required of Bidder and pursuant to Section 4107 of the Public Contract Code, the Contractors shall submit the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who under subcontract to the Bidder specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1/2%) of the Bid. The Bidder shall indicate the portion which will be done by each such subcontractor for each such portion as is defined by the subcontractor in its bid. This listing requirement shall apply to sub-subcontractors of any installation subcontractor which is utilized to install the Work, which sub-subcontractors perform work in excess of one-half of one percent of the Contractor's Total Bid Price. The Contractor shall ensure by Contract that any subcontractor installing the work fulfills the responsibilities of a prime contractor under Public Contract Code Section 4100, et. seq.

Failure to so list subcontractors is an express statement by the Bidder that it will perform that portion of the work with its own forces. The Bidder may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission of the Project Manager pursuant to provisions of Section 4107 of the Public Contract Code.

III. SCHEDULE

The following schedule represents a target timeframe for the Respondent selection process and execution of the License Agreement. Dates are subject to change.

Action Date

- Request for Proposal (RFP) Released Thursday, May 7, 2020
- Deadline for receipt of Questions Friday, May 22, 2020 at 4:00 PM
- Deadline for receipt of Proposals Thursday, May 28, 2020 at 4:00 PM
- Interviews (short list* candidates only) Optional Monday, June 1, 2020
- Contract awarded by City Council Monday, June 8, 2020
- Contract Begins (Start Date) Wednesday, July 1, 2020

* Short list candidates will be determined by the City. Each firm submitting a proposal may not make the short list.

IV. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION

A. Contractor's License

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

B. Qualified Personnel

A Contractor should have on-staff, certified personnel to be dispatched to the City's work orders with the following qualifications:

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

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

The proposal shall identify a single point of contact for service requests.

C. Company Background

A Contractor must be skilled and regularly engaged in traffic signal, street light, and City facilities lighting maintenance as well as performing Underground Service Alerts (USAs). The Proposer should fill out Attachment B as well as submit resumes for

assigned staff responsible for performance of any services described in this Solicitation.

D. Client References

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

E. Negative History

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

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

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

V. PROPOSAL REQUIREMENTS

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

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

A. Criteria

The submittal should not exceed thirty (30) pages (sheets of paper), double sided (8 1/2" by 11"), including an organization chart, staff resumes and appendices, and cover letter. Dividers, Attachment A and B, and Addenda acknowledgments do NOT count toward the thirty (30) page limit. Submittals must include:

One (1) printed copy marked "Original" and containing an original signature.

Four (4) printed copies marked "Duplicate."

One (1) complete electronic copy in Adobe Acrobat PDF format on flash drive or CD.

Faxed submittals will not be accepted.

B. Proposal Format

Responses shall be organized into five sections:

1. Information/background on the Firm

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

2. Key Personnel/Qualifications

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

3. Past Experience/References

Refer to "Client References" requirements listed above.

4. Understanding of Scope of Work and Work Proposal

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

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

5. Cost Proposal

The Contractor shall provide all work necessary to perform Preventive Maintenance and Scheduled Repair of the Traffic Signals System, Street Lighting System, and City Facilities Lighting System as defined in this proposal. In addition, the Contractor shall provide all work necessary to perform Underground Service Alert (USA). Compensation for this work shall be made monthly based on 1/12 of those items listed on Schedule A1:

- i.Total Annual Amount: Proposal Item I – Routine Maintenance (Traffic Signal System)
- ii.Total Annual Amount: Proposal Item II – Routine Maintenance (Street Lights)
- iii.Total Annual Amount: Proposal Item III – Routine Maintenance (City Facilities Lighting)
- iv.Total Annual Amount: Proposal Item IV – Underground Service Alert (USA) – Dig Alert Service

Special Note: At the end of the initial contract period (June 30, 2022), and each anniversary thereafter for the duration of the contract, the unit rates paid for traffic

signals, street lights, City facilities lighting, and USAs may, upon Contractor or City request, be increased or decreased in direct proportion to the increase or decrease in the Construction Cost Index for the San Francisco Bay Area as published in the Engineering News Record. The Contractor shall submit to the City a revised unit price schedule and supporting Construction Cost Index information for any requested changes. An increase or decrease must be approved by both the City and Contractor for such change to take effect.

All firms shall indicate an hourly labor rate and overtime labor rate on Schedule B included in this Solicitation, to serve as the basis for negotiations of compensation for providing those services described under "Unscheduled or Emergency Work of Traffic Signal and Street Light Equipment", "Upgrades", and "Traffic Signal Consultation" in this Solicitation. Overtime labor rates may only be billed from 5:00 PM to 8:00 AM weekdays, or on weekends, or City observed holidays.

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

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

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

C. Due Date

All proposals must be received in the City of Lathrop, Department of Public Works by date and time indicated on the cover of this RFP. Proof of receipt before the deadline is required by a City of Lathrop, Department of Public Works date stamp. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by the City of Lathrop, Department of Public Works prior to the proposal due date and time. Late proposals will be returned to the Proposer unopened. Proposals shall be clearly marked and identified and must be submitted to:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95530
Attn: Jay Davidson, Principal Engineer

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

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95530
Attn: Jay Davidson, Principal Engineer
j davidson@ci.lathrop.ca.us

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP according to the schedule presented in Section III.

Questions received after the date and time presented in Section III will not be answered. Only questions that have been resolved in writing via the City will be binding.

Oral and other interpretations or clarifications will be without legal or contractual effect.

D. Delivery

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

A copy of the firm's valid, current and in good standing Class C-10 contractor's license issued by the California State Contractor Licensing Board.

Information on the firm, key personnel, past experience/references, understanding of scope of work/work proposal, and cost proposal.

Schedules A1, A2, B, and C completely filled in by the Contractor.

Acknowledgement of proposed Liquidated Damages (see Attachment A).

Alternative Liquidated Damages Clause as proposed by Contractor (if necessary.)

Signed acknowledgments of References (if any, bottom of Attachment B).

Outside of Envelope shall clearly state "City of Lathrop RFP for Electrical Traffic Control Devices and Lighting Maintenance Services."

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

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

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

E. Responsibility of Proposer

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

F. Protection of Property (Contractor's Responsibility)

Confine operations at site to areas permitted by contract documents.

Do not encumber site with excessive material or equipment.

Do not impose any load on any structure that will damage or endanger structure.

Take precautions necessary to prevent annoyance to occupants adjacent to or in the vicinity of the work.

Contractor is solely responsible for conditions of the jobsite, including safety of all persons and property during performance of work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict the more stringent requirement shall be followed. All public and private property, pavement or improvement shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he/she shall immediately notify the proper owner or authorities.

The Contractor at his/her expense, shall rebuild, repair, restore, and make good to the City's satisfaction all injuries and damages resulting from his/her operations.

G. Public Safety

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

H. City's Responsibility

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

The City may suspend operations if it is determined that an imminent safety hazard exists.

I. Cooperation with Other Work Forces

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

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

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

J. Commencement, Prosecution, and Completion of Work

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

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

K. Working Day

The Contractor's working day activities shall be limited to the hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding designated City holidays. Deviations from normal working hours will not be allowed without prior written consent of the City.

The following are the designated City holidays:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King Jr.'s Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veteran's Day)
- The fourth Thursday in November (Thanksgiving Day)
- The day after Thanksgiving
- December 25 (Christmas Day)

When a designated City holiday falls on a Sunday, the following Monday shall be a designated holiday. When Christmas Day or New Year's Day falls on a Sunday or Monday the preceding Friday shall be a holiday.

L. Hours of Operation

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

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

M. Materials

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

N. Contractor's License

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

O. Superintendence

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

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

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

P. Uniforms and Dress

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

Q. Equipment Maintenance Requirements

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

VI. FIRM SELECTION

A. Review

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

B. Process

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

C. Selection

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

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

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

D. Award of Contract

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

E. Public Record

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

F. Cost related to Proposal preparation

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

G. Business License

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

H. Proposal informalities or defects

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

I. Investigations

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

J. Signed Proposal and Exceptions

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

VII. AGREEMENT

The selected Respondent will be required to sign an agreement similar to the sample Agreement provided in Appendix C.

Proposer shall identify any exceptions to this sample agreement. If the selected Respondent does not note any exceptions, they will be expected to sign a final contract incorporating all of the terms and conditions of this sample agreement.

VIII. LIABILITY AND INSURANCE REQUIREMENTS

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

A. Indemnification

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

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

The CITY requires compliance with the following legislative policies; Insurance Requirements and Certification, Conflict of Interest (Form 700), W-9, and an active Lathrop Business License. These requirements must be completed to award a public service contract.

B. Insurance Requirements

It shall be the responsibility of the Respondent to maintain all insurance required as set forth below. Respondent shall provide a certificate of insurance showing the required insurance in effect prior to the City Council awarding a contract. Respondent shall maintain said insurance during the term of the contract. Should any of the coverage or policies be canceled before the expiration of the contract, the Respondent must provide the CITY written notice thirty (30) days prior to the cancellation date. The Respondent must provide a valid insurance certificate showing the required coverage and endorsements prior to the expiration of any policy. In the event coverage or policies are not in effect at any time during the term of the contract, the contract will be considered canceled, effective with the date the action occurred with the document.

Respondent must provide proof of the following insurance:

General Liability, Automobile, Worker's Compensation and Professional Liability. Respondent shall procure, prior to commencement of service, and keep in force for the term of this contract, at Respondent's own cost and expense, the following policies of insurance, certificates, or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Respondent shall provide the City with copies of all insurance policies. The insurance shall, at a minimum, include:

Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability and if necessary, Products and Completed Operations or Owners and Respondent Protective Liability. The policy shall contain severability of interest clause or cross liability clause or the equivalent thereof.

Coverage afforded on behalf of the City shall be primary insurance, and any other insurance available to the City under any other policies shall be excess insurance (over the insurance required by this Agreement).

Limits of liability shall include the following:

Bodily Injury three million dollars (\$3,000,000.00),

Property Damage three million dollars (\$3,000,000.00), or

Combined Single Limit (C.S.L.) for Bodily Injury and Property Damage four million dollars (\$4,000,000.00) per accident for bodily injury and property damage for duration of Agreement.

If the policy is a "claim made" type policy, the following shall be included as endorsements:

The retroactive date shall be the effective date of this Agreement or a prior date.

The extended reporting or discovery period shall not be less than thirty-six (36) months.

Automobile Liability Insurance. Automobile Liability Insurance, including all owned, non-owned and hired automobiles used by the Respondent or its agents in the performance of this Agreement shall have a minimum combined single limit of two million dollars (\$2,000,000.00) for Bodily Injury and Property Damage.

Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the laws of the State of California – Statutory coverage may include Employers Liability coverage with limits not less than one million dollars (\$1,000,000.00). The Respondent certifies that he/she is aware of the provisions of Section 3700 of the California Labor

Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Respondent shall comply with the provisions of Section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that Code. Respondent shall require all Subcontractors to carry Workers' Compensation Insurance, as required by the Labor Code.

Professional Liability Insurance. Professional Liability – errors and omissions insurance in the amount of two million dollars (\$2,000,000.00) per claim and in aggregate for two (2) years beyond the date of project acceptance by the CITY.

Terms, Conditions and Endorsements. The aforementioned insurance shall be endorsed and have all the following conditions:

Additional Insured. Respondent shall name the City, its Council members, directors, officers, agents and employees as additional insureds in its Comprehensive Commercial General Liability and Automobile Liability policies. If Respondent submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 1185 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance). A statement of additional insured endorsement on the ACORD Insurance Certificate form is insufficient proof of the additional insured requirement and will be rejected.

Cancellation Notice. Respondent is required to provide the City thirty (30) calendar day's written notice prior to cancellation, termination or materials change in coverage.

Insurance Rating. Insurance shall be placed with insurers admitted in the state of California and with an AM Best Rating of A- VII or greater.

Replacement of Coverage. A breach of any insurance provision in the fully executed Agreement shall grant the City the option to take out and maintain, at the expense of the Respondent, such insurance in the name of the Respondent as is required pursuant to the Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Respondent under the Agreement.

Insurance Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the State of California Insurance Services Office, as of the date of the fully executed Agreement.

Proof of Insurance. Respondent will be responsible for providing proof of all insurance required for the work prior to execution of the contract, including copies of Respondent's insurance policies if and when requested. Failure to provide the insurance proof requested, or failure to do so in a timely manner, shall constitute ground for rescission of the contract award.

IX. CONDITIONS OF THE RFP

The City reserves the right to:

1. Accept, reject or negotiate modifications to any and all proposals as it shall, at its sole discretion.
2. Claim all responses to the RFP become the property of the City.
3. Reject any and all proposals submitted in response to this RFP;
4. Cancel in part, or in its entirety, this RFP and to waive any irregularities in the RFP process.
5. Change and/or modify any and all RFP project elements, requirements and schedules;

6. Refuse to award a contract or to pay any cost incurred in the preparation of a proposal;
7. Evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process;
8. Modify, suspend or terminate, at its sole discretion, any and all aspects of the RFP process to obtain further information from any and all Respondent teams and to waive any defects as to form or content of the RFP or any responses by any Respondents;
9. Require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as a result of negotiations; and,
10. Make all RFP responses (except financial and proprietary information) a matter of public record and be regarded by the CITY as public records. The CITY shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the CITY from contracting with a service provider if the service provider or an employee, officer or director of the service provider's firm, or any immediate family or preceding, or any subRespondent or RESPONDENT of the service provider, is serving as a public official, elected official, employee, board or commission member of the CITY who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of the contract includes actions that are preliminary or preparatory to the selection of a RESPONDENT such as, but not limited to, involvement in the reasoning, planning, and/or drafting of solicitations for bids and RFPs feasibility studies, master plans or preliminary discussion or negotiations.

X. PROJECT CONTACT

Any requests for clarification and/or additional information shall be directed in writing to the Project Manager:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95530

Attn: Jay Davidson, Principal Engineer
j davidson@ci.lathrop.ca.us

COST PROPOSAL SCHEDULE "A1" - FLATRATE MAINTENANCE SCHEDULE

Proposal Item No.	Description	Annual Quantity	Unit	Unit Price	Total Annual Amount
I.	Routine Maintenance: Traffic Signal System, including Safety Lights and Internally Illuminated Street Name Signs	20	Per Intersection Per Year	\$ _____	\$ _____
II.	Routine Maintenance: Street Light System	1821	Per Location Per Year	\$ _____	\$ _____
III.	Routine Maintenance: City Facilities Lighting Fixtures	67	Per Light Fixture Per Year	\$ _____	\$ _____
IV.	Underground Service Alert – USA: (Dig Alert Service)	50*	Per USA ticket	\$ _____	\$ _____
Total Proposal Items (I, II, III, and IV) per year (written and numerical value), Base Proposal:		\$ _____			

* There are approximately 50 USAs performed each year. If more than 50 USAs are required within a contract term, the listed USA unit price will be charged for each USA performed (in excess of 50 USAs).

COST PROPOSAL SCHEDULE “A2” – TRAFFIC SIGNAL FLATRATE MAINTENANCE SCHEDULE

<i>Unit Prices for Additional Work</i>		
Item No.	Description	Unit Price
1	Replace Type A Detector Loop	\$ _____ per loop
2	Replace Type D Detector Loop	\$ _____ per loop
3	Replace Battery Back-up System	\$ _____ per system
4	Replace Traffic Controller Unit (Type 170)	\$ _____ per controller
6	Replace LED Bulbs (Round and Arrows)	\$ _____ per bulb/arrow
7	Replace Pedestrian Push Buttons	\$ _____ per button
8	Replace Visors and Signal Head Flanges	\$ _____ per signal head
9	Replace Sensors	\$ _____ per sensor
10	Replace Cameras	\$ _____ per camera
11	Replace Opticom units	\$ _____ per Opticom

COST PROPOSAL SCHEDULE "B" – UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK")

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

Title	Description	Hourly Straight Time	Hourly Overtime
Operations Superintendent	All repair work, both field and laboratory, subject to his approval and direction	\$ _____.	\$ _____.
Traffic Signal Technician – Field	Primary duties are to field troubleshoot and repair wiring, cabinet wiring, controllers, and perform routine duties of Preventive maintenance.	\$ _____.	\$ _____.
Traffic Signal Technician – Laboratory	Performs complete repair and maintenance of all controllers, detectors, and associated device that are brought from the field for repairs.	\$ _____.	\$ _____.
Street Light Technician – Field	Primary duties are to field troubleshoot and repair wiring, and perform routine duties of Preventive maintenance.	\$ _____.	\$ _____.
Traffic Signal/Street Light Laborer	Primary duties are to assist the signalman and crew in knockdown repairs and modifications as directed.	\$ _____.	\$ _____.

**COST PROPOSAL SCHEDULE "C" - VEHICLE AND EQUIPMENT SCHEDULE
UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK")**

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

Description	Unit Rate (per Hour)
Personnel Vehicle	\$ _____.
Pickup Truck	\$ _____.
Service Truck	\$ _____.
Service/Ladder Truck	\$ _____.
Boom/Ladder Truck	\$ _____.
Crane Truck	\$ _____.

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

MATERIAL MARK-UP

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

ATTACHMENT "A" – LIQUIDATED DAMAGES CLAUSE

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

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM:

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

SIGNATURE

PRINT NAME

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

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

- An individual; _____
- A partnership, Partners' names: _____
- A company; _____
- A corporation _____

2. My tax identification number is: _____

ADDENDA ACKNOWLEDGMENT:

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

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

Addendum(s) # _____ is/are hereby acknowledged.

ATTACHMENT "A" – LIQUIDATED DAMAGES CLAUSE (Continued)

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

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

It is expressly understood that the experience, knowledge, capability and reputation of the selected firm, and the selected firm's commitment to provide timely traffic signal, street light, and City facilities lighting maintenance services are a substantial inducement for City to enter into an Electrical Traffic Control Devices and Lighting Maintenance Services contract with the selected firm. Therefore, in the event the City observes the selected firm's inability to meet its commitments made in relation to furnishing the aforementioned maintenance services, certain damages will incur and shall apply to payments due to the selected firm.

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

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

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

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

Delay in response to after-hour calls for unscheduled or emergency work ("Extra Work"):

- Call responded to, technician reports to location 2 to 3 hours after notification: \$1,000
- Call responded to, technician reports to location 3 to 4 hours after notification: \$2,500
- Call responded to, technician reports to location 4 or more hours after notification: \$5,000

Failure to repair deficiencies:

- Within three (3) working days of discovery / notification: \$50 / instance
- Within ten (10) days after working 3 days' notification: additional \$75 / instance
- Every 10 days following first ten days: \$100 / instance will repeat every 10 days until repairs are completed.

Failure to complete USA ticket within 48 hours from the initial call:

- \$250 / instance plus any costs to other contractors that may occur.

ATTACHMENT “A” – LIQUIDATED DAMAGES CLAUSE (Continued)

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

LIQUIDATED DAMAGES CLAUSE

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

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

SIGNATURE

PRINT NAME

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

SIGNATURE

PRINT NAME

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

ATTACHMENT “B” – CONTRACTOR’S QUALIFICATIONS, STATEMENTS AND REFERENCES

Name of Contractor: _____

THE CONTRACTOR SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The Contractor has been engaged in the contracting business, under the present business name for _____ years.
2. Experience in work of a nature similar to that covered in the proposal documents extends over a period of _____ years.
3. List a minimum of three similar maintenance contracts that have been satisfactorily completed in the last five (5) years for the persons, firms or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND WHOM WORK WAS PERFORMED
(a)	_____	_____	\$ _____	_____
(b)	_____	_____	\$ _____	_____
(c)	_____	_____	\$ _____	_____

(Attach additional sheets as necessary)

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

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

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

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND WHOM WORK WAS PERFORMED
(a)	_____	_____	\$ _____	_____
(b)	_____	_____	\$ _____	_____
(c)	_____	_____	\$ _____	_____

ATTACHMENT “B” – CONTRACTORS QUALIFICATIONS, STATEMENTS AND REFERENCES (Continued)

6. Following is a list of vehicles and equipment that will be available for use on the proposed work as required:

	Vehicle/Equipment	Make/Model	Year	Assigned Part-Time	Assigned Full-Time
(a)	_____	_____	_____	_____	_____
(b)	_____	_____	_____	_____	_____
(c)	_____	_____	_____	_____	_____

(Attach additional sheets as necessary)

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

Signature of Contractor:

Print Name

Print Title

ATTACHMENT "B" – CONTRACTORS QUALIFICATIONS, STATEMENTS AND REFERENCES (Continued)

NONCOLLUSION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of _____

State of _____

ATTACHMENT "B" – CONTRACTOR'S QUALIFICATIONS, STATEMENTS AND REFERENCES (Continued)

Subscribed and sworn to (or affirmed) before me

on this ____ day of ____, 20____, by

_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

ATTACHMENT "B" – CONTRACTOR'S QUALIFICATIONS, STATEMENTS AND REFERENCES (Continued)

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

ATTACHMENT “B” – CONTRACTOR’S QUALIFICATIONS, STATEMENTS AND REFERENCES (Continued)

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half-of-one-percent of the Contractor’s Total Bid Price, and shall also list the portion of the Work which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code.

	<u>Work to be Performed</u>	<u>Subcontr. License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor’s Name and Address</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____

Note: Attach additional sheets if required.

APPENDIX A: SUMMARY OF ASSETS PROPOSED FOR MAINTENANCE

TRAFFIC SIGNALS (PROPOSAL ITEM NO. I)

No.	Intersection Location	Controller Type
1	D'Arcy Pkwy. / Yosemite Ave., Incl. Adv. Warning Lights	Type 170
2	Golden Valley Pkwy. / Spartan Dr.	Type 170
3	Golden Valley Pkwy. / River Islands Pkwy.	Type 170
4	Golden Valley Pkwy. / Marketplace Dr.	Type 170
5	Golden Valley Pkwy. / Somerville St.	Type 170
6	Golden Valley Pkwy. / Towne Centre Dr.	Type 170
7	Harlan Rd. / Business Park Driveway	Type 170
8	Harlan Rd. / J St.	Type 170
9	Harlan Rd. / Stonebridge Ln.	Type 170
10	Lathrop Rd. / McKinley Ave.	Type 170
11	Lathrop Rd. / 5 th St. / Woodfield Dr.	Type 170
12	Lathrop Rd. / Cambridge Dr.	Type 170
13	Lathrop Rd. / Harlan Rd.	Type 170
14	Louise Ave. / McKinley Ave.	Type 170
15	Louise Ave. / 5 th St. - Howland Rd.	Type 170
16	Louise Ave. / Cambridge Dr.	Type 170
17	Louise Ave. / Harlan Rd.	Type 170
18	River Islands Pkwy. / McKee Blvd.	Type 170
19	Manthey Rd. / Stewart Rd.	Overhead Flashing Red Beacon
20	Yosemite Ave. / McKinley Ave.	Overhead Flashing Red Beacon

APPENDIX A: SUMMARY OF ASSETS PROPOSED FOR MAINTENANCE (Continued)

STREET LIGHTS (PROPOSAL ITEM No. II.)

Equipment Type	Number of Lights
240V, High Pressure, 100W, 9500L	7
240V, High Pressure, 150W, 16000L	72
240V, High Pressure, 200W, 22000L	26
240V, High Pressure, 250W, 25500L	206
High Pressure, 70W, 5800L, SL	21
High Pressure, 100W, 9500L, SL	733
High Pressure, 150W, 16000L, SL	410
High Pressure, 200W, 22000L, SL	4
High Pressure, 250W, 26000L, SL	48
Induction, 50W, 3500L, SL	1
Induction, 85W, 4800L, SL	1
Mercury Vapor, 175W, 7500, SL	8
LED, 95.01 to 100.00W SL	8
LED, 55W	186
LED, 72W	4
LED, 101W	86
TOTAL NUMBER OF UNITS	1821

Notes: In general, street lights located in areas east of I-5 and north of Louise Ave. are Cobra head equipment type, and lights located west of I-5 are decorative cast iron type (Lumec models Serenade & Renaissance). Street lights located in the Crossroads Business Park east of I-5 and south of Louise Ave. are generally Kim Lighting Archetype.

APPENDIX A: SUMMARY OF ASSETS PROPOSED FOR MAINTENANCE (Continued)

CITY FACILITIES LIGHTING (PROPOSAL ITEM No. III)

No.	Name (location of fixtures)	Address	Number of Light Fixtures
1	Community Center (1 on Building / 4 in Parking Lot)	15557 5 th Street	5
2	Generation Center (Parking Lot)	450 Spartan Way	17
3	City Hall-(10 on Building)	390 Towne Centre Drive	10
4	Corp Yard (Parking Lot)	2112 Louise Avenue	8
5	Senior Center (Parking Lot)	15707 5 th Street	3
6	Mossdale Community Park (Parking Lot)	700 Towne Centre Drive	8
7	Louise Ave Water Treatment Facility (Parking Lot)	2112 Louise Avenue	16
TOTAL LIGHT FIXTURES PROPOSAL ITEM NO. III			67

APPENDIX B: REPORTING SUMMARY REQUIREMENTS

<u>TRAFFIC SIGNALS</u>	
Report	Frequency
Monthly Activity Report	Once per Month
Battery Back-Up Test Results	Once per Year
Conflict Monitor Test Results	Once per Year
Controller Cabinet Inventory	Once per Year

<u>STREET LIGHTS</u>	
Report	Frequency
Monthly Activity Report	Once per Month
Monthly Night Time Inspection Results	Once per Month

<u>CITY FACILITIES LIGHTING</u>	
Report	Frequency
Monthly Activity Report	Once per Month

APPENDIX C: SAMPLE PROFESSIONAL SERVICES AGREEMENT AND FORMS

This Contract, dated _____, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and _____, (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on June 30, 2022, subject to the earlier termination of this Contract. This contract may be extended by the City for up to three (3) additional consecutive years after the initial contract period in one (1) year increments at the discretion and approval of the City. The City shall notify the Contractor in writing of the intent to extend the contract by June 1st of the current contract year
2. General Scope of Project and Work. The work to be performed as described in the City of Lathrop Request for Proposals for Electrical Traffic Control Devices and Lighting Maintenance Services (Project). Contractor shall furnish labor, services, materials and equipment in connection with the performance of the described Maintenance and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of the City. The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper performance of the Maintenance in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Proposal Total: \$ _____

3. Documents. This Contract shall include the City of Lathrop Request for Proposal for Electrical Traffic Control Devices and Lighting Maintenance Services (Project) which is on file with the Public Works Department and is hereby incorporated by reference (i.e. RFP, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Proposal submitted by <<NAME OF PROPOSER>> on <<insert date>>. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the following order of precedence: Contract, RFP, Contractor’s Proposal.
4. Compensation. In consideration of Contractor’s performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor’s Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or

change order signed by the City's Public Works Director prior to commencement of any work.

5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section VIII of the RFP on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any

public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;

- (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project sites and assets proposed for maintenance (assets) and has full knowledge of the physical conditions of the Project sites and assets.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre Drive
 Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

(209) 941-7430
FAX: (209) 941-7449
ATTN: Principal Engineer

To Contractor: _____
Phone: _____
Fax: _____
ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.

- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

LIST OF ATTACHMENTS:

A: CONTRACTOR'S SUBMITTED LIQUIDATED DAMAGES CLAUSE

B: CONTRACTOR'S SUBMITTED QUALIFICATIONS, STATEMENTS AND REFERENCES

C: CONTRACTOR'S SUBMITTED COST PROPOSAL - SCHEDULES A1, A2, B AND C

D: INVENTORY OF CITY TRAFFIC SIGNALS, STREET LIGHTS AND CITY FACILITIES LIGHTING

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

APPROVED:

Contractor:

City Manager

By: _____

RECOMMENDED FOR APPROVAL:

Name: _____

Director of Public Works

Title: _____

APPROVED AS TO FORM:

Taxpayer I.D. No. _____

City Attorney

Bond No: _____

Premium: _____

Contract No: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of Lathrop, State of California, and _____, ("Principal"), have entered into a Contract whereby principal agrees to perform certain maintenance tasks. The Contract, dated _____, 20__, and identified as project Electrical Traffic Control Devices and Lighting Maintenance Services, is hereby referred to and made a part hereof; and

WHEREAS, the principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the principal and _____, as surety, are held and firmly bound unto the City of Lathrop ("City"), in the sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally.

The condition of this obligation is such that if the above principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and

Surety above named, on _____, 20__.

ADDRESS OF Contractor:

_____	_____
_____	_____
_____	_____

ADDRESS OF SURETY:

_____	_____
_____	_____

(END OF SECTION)

Bond No: _____

Premium: _____

Contract No: _____

PAYMENT (LABOR AND MATERIALS) BOND

WHEREAS, the City Council of the City of Lathrop, State of California, and _____, ("Principal"), have entered into an Contract whereby principal agrees to perform certain maintenance tasks. The Contract, dated _____, 20__, and identified as project Electrical Traffic Control Devices and Lighting Maintenance Services is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Contract, principal is required before entering upon the performance of the work to file a good and sufficient payment with the City of Lathrop to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the principal and the undersigned as corporate surety, are held firmly bound unto the City of Lathrop and all Contractors, subcontractors, laborers, material, men and other persons employed in the performance of the Contract and referred to in the above-mentioned Code of Civil Procedure in the sum of

_____ dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the surety will pay the same in an amount not exceeding the amount set forth above, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the conditions of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of said Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20__.

ADDRESS OF PRINCIPAL:

ADDRESS OF SURETY:

(END OF SECTION)

WORKER'S COMPENSATION CERTIFICATION

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provision of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of the Contract.

Contractor: _____

By: _____

Title: _____

(END OF SECTION)

Bond No: _____
Premium: _____
Contract No: _____

GUARANTY (WARRANTY) BOND

TO the City of Lathrop

The undersigned guarantees the construction and installation of the work included in this project.

A Guaranty (Warranty) Bond is required to be submitted prior to project acceptance by the City. The Guaranty (Warranty) Bond shall be ten percent (10%) of the final contract amount. The Bond will be effective for one (1) year, beginning with the date of project acceptance.

If any of the work is defective, due to faulty workmanship, materials furnished or methods of installation, or if the work or any part of it fails to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within one year after the date on which this contract is accepted by the City after relief from maintenance, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring the project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair the work completely without cost to the City so that the work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs done by the undersigned. If the City elects to have the work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned fails or refuses to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees.

Signature of Bidder Date

(END OF SECTION)