CITY OF CLAREMONT
REQUEST FOR PROPOSAL
CITYWIDE TRAFFIC SIGNAL MAINTENANCE

PROPOSALS DUE:
MONDAY, JUNE 6, 2016
3:00 P.M.
REQUEST FOR PROPOSAL

TRAFFIC SIGNAL AND SAFETY LIGHTING MAINTENANCE

DEADLINE FOR SUBMITTAL

Proposals must be completed and received by **3:00 P.M. on Monday, June 6, 2016** for consideration. Faxed or electronically submitted proposals will not be accepted. The City will not entertain sales calls or presentations during the RFP process.

Four (4) sealed copies of the completed proposals, as well as any questions regarding this project, shall be directed to the attention of:

Loretta Mustafa, City Engineer
Community Development Department
City of Claremont
207 Harvard Avenue
P.O. Box 880
Claremont, CA 91711-0880

MAINTENANCE PROJECT SCOPE OF WORK:

The City of Claremont is soliciting proposals for furnishing traffic signal maintenance services, including traffic signal safety lighting, and driver feedback signs. The City desires to find the most qualified service provider at the most competitive price. The required services include monthly preventative maintenance checks, routine service, and extraordinary maintenance/service.

The City currently owns and maintains signals at 40 intersections, 3 pedestrian lights, and 11 driver feedback signs within the City. The locations of the signals, pedestrian lights, and driver feedback signs are shown in Appendix A. The signals at the I-10 and I-210 interchanges are maintained by Caltrans and are not included for maintenance.

Most of the signals use Type 170 controllers, with the exception of five (5) 2070 controllers, the majority of which are in 332 cabinets. All signals and pedestrian lights have emitting diode (LED) lights. The majority of the controllers are tied to the city's Traffic Operation Center running the Los Angeles County and Kimley-Horn provided software. Signal synchronization and special signal timing is provided through Los Angeles County.

Contractors wishing to provide maintenance service proposals shall visit each signalized intersection location prior to submitting their proposal to familiarize themselves with existing facilities.
Signalized intersection locations are shown in Appendix A. The scope of maintenance services required is addressed in Appendix B.

TERM OF CONTRACT:

It is anticipated that this contract will commence on July 1, 2016 and will be for one year with an option for annual renewal up to five total years. The City also reserves the right to terminate this contract without cause upon giving a 30-day written notice. It may terminate the contract immediately with cause.

PAYMENT:

Payment for routine, preventative, and extraordinary maintenance will be made on a monthly basis, with the billing covering all costs from the previous month.

ADDITIONAL SIGNALS:

Any additional signals or driver feedback signs added to the City’s system will be covered at the same unit price per signalized intersection or location of driver feedback signs respectively.

PROPOSAL REQUIREMENTS / STATEMENT OF QUALIFICATIONS:

The contractor performing signal maintenance shall possess a California C-10 Contractor’s license.

The response to this request for proposal shall address the following items:

1. Experience – Indicate the number of years your company has been actively providing traffic signal maintenance services. Also indicate your familiarity with Type 170, 2070 controllers and BiTrans systems. Include any additional controller types that your company has experience maintaining. List also the areas where you provide service (i.e., Southern California, statewide, western region, nationwide, international, etc.)

2. References – Provide references, contact people, and telephone numbers for at least three agencies for whom you are currently working.

3. Personnel – List the names, titles, and responsibilities of all key personnel that would be expected to be involved with this maintenance contract over the life of the contract. Include resumes as appropriate.

4. Lab Services – Indicate the extent of lab testing and repair services available for signal equipment.
5. Spare Equipment – Explain your capability to provide spare controllers, cabinets, signal heads, poles, etc.

6. Repair and replacement – Discuss what services you can currently provide or anticipate that you will be able to provide.

7. Exceptions to City Requirements – Indicate any exceptions, difficulties, or concerns with any requirements of this signal maintenance services contract.

8. Negative History – The Contractor shall 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 Contractor or in which the Contractor has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose, the firm shall 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.

9. Underground Service Alert (USA) – 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 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/request by the City 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 in this Solicitation.

10. Cost of Services – Contractor shall provide costs for the following items of work:

Monthly cost for routine/preventative maintenance per pedestrian signal, driver feedback sign, and signalized intersection, including safety lighting

- Monthly cost for routine/preventative maintenance
  1. Signalized intersections, including safety lighting
  2. Pedestrian signal, including safety lighting
3. Driver feedback signs

- Painting traffic signal visors and back plates (cost per intersection)
- Underground Service Alert-USA (Shall be performed at the City’s request)

- **Equipment Costs**
  1. Service Truck
  2. Service Truck w/ arrow board
  3. Arrow Board
  4. Dump Truck
  5. Air Compressor
  6. Bucket Truck
  7. Boom Truck
  8. Concrete Saw
  9. Crane
  10. Portable generator for powering signalized intersections at full operation

- **Wage Rates**
  1. Traffic Signal Technician – Regular
  2. Traffic Signal Technician – Overtime
  3. Traffic Signal Technician – Double Time
  4. Traffic Systems Electrician - Regular
  5. Traffic Systems Electrician - Overtime

**EVALUATION CRITERIA**

The City intends to retain the contractor whose proposal it believes is most advantageous to the City. It is the City’s intent to award a single contract to the contractor that can best meet the requirements of the Request for Proposals document.

A. Evaluation of the proposal will be based on qualifications of the respondents and the cost for said services. The selection will consider the following factors:

- Firms’ Qualifications and References 15%
- Project Team’s Technical Skills and Abilities 20%
- Understanding of Project Scope and Issues 25%
- Demonstrated Ability to meet Required Response Times 20%
- Maintenance Rates / Fees 20%
GENERAL CRITERIA

All proposals will remain the property of the City and will not be returned.

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

2. The City reserves the right to reject any or all proposals.

3. All late or incomplete proposals will not be considered. The City shall have sole discretion in determining the completeness of each proposal.

4. The City is not responsible for any pre-contractual expenses incurred by firms responding to this RFP.

5. Unless specifically prohibited in the proposal, the City may contact past clients for references.

6. The terms and scope of the contract will be determined based on negotiations between the City and prospective contractor. If the City and prospective consultant fail to reach a contractual agreement, the City may negotiate with any other top selected contractor.

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

8. Prior to the award of any work, the City and the selected contracting firm shall enter into a written contract. The contractor must be able to execute the City of Claremont Agreement (Appendix D).
## APPENDIX A
### CITY OF CLAREMONT TRAFFIC SIGNAL LOCATIONS

<table>
<thead>
<tr>
<th>No.</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Arrow Highway and Claremont Boulevard</td>
</tr>
<tr>
<td>2</td>
<td>Arrow Highway and Cambridge Avenue</td>
</tr>
<tr>
<td>3</td>
<td>Arrow Highway and Indian Hill Boulevard</td>
</tr>
<tr>
<td>4</td>
<td>Arrow Highway and College Avenue</td>
</tr>
<tr>
<td>5</td>
<td>Base Line Road and Monte Vista</td>
</tr>
<tr>
<td>6</td>
<td>Base Line Road and Mills Avenue</td>
</tr>
<tr>
<td>7</td>
<td>Base Line Road and Indian Hill Boulevard</td>
</tr>
<tr>
<td>8</td>
<td>Base Line Road and Mountain Avenue</td>
</tr>
<tr>
<td>9</td>
<td>Base Line Road and Towne Avenue</td>
</tr>
<tr>
<td>10</td>
<td>Base Line Road and Live Oak Avenue</td>
</tr>
<tr>
<td>11</td>
<td>Bonita Avenue and Indian Hill Boulevard</td>
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<td>12</td>
<td>Bonita Avenue and Cambridge Avenue</td>
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<td>13</td>
<td>Bonita Avenue and Mountain Avenue</td>
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<tr>
<td>14</td>
<td>Claremont Boulevard and First Street</td>
</tr>
<tr>
<td>15</td>
<td>Claremont Boulevard and Sixth Street</td>
</tr>
<tr>
<td>16</td>
<td>College Avenue and Kirkwood Avenue</td>
</tr>
<tr>
<td>17</td>
<td>Foothill Boulevard and Mountain Avenue</td>
</tr>
<tr>
<td>18</td>
<td>Foothill Boulevard and Indian Hill Boulevard</td>
</tr>
<tr>
<td>19</td>
<td>Foothill Boulevard and Dartmouth Avenue</td>
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<tr>
<td>20</td>
<td>Foothill Boulevard and Mills Avenue</td>
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<tr>
<td>21</td>
<td>Foothill Boulevard and Claremont Boulevard</td>
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<tr>
<td>22</td>
<td>Indian Hill Boulevard and American Avenue</td>
</tr>
<tr>
<td>23</td>
<td>Indian Hill Boulevard and Auto Center Drive</td>
</tr>
<tr>
<td>24</td>
<td>Indian Hill Boulevard and San Jose Avenue</td>
</tr>
<tr>
<td>25</td>
<td>Indian Hill Boulevard and Vista/Oak Park Drive</td>
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<tr>
<td>26</td>
<td>Indian Hill Boulevard and First Street</td>
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<td>27</td>
<td>Indian Hill Boulevard and Second Street</td>
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<tr>
<td>28</td>
<td>Indian Hill Boulevard and Bonita Avenue</td>
</tr>
<tr>
<td>29</td>
<td>Indian Hill Boulevard and Harrison Avenue</td>
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<tr>
<td>30</td>
<td>Indian Hill Boulevard and Eight Street</td>
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<tr>
<td>31</td>
<td>Indian Hill Boulevard and Tenth Street</td>
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<tr>
<td>32</td>
<td>Indian Hill Boulevard and Claremont High School Driveway</td>
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<tr>
<td>33</td>
<td>Indian Hill Boulevard and Radcliffe Drive</td>
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<tr>
<td>34</td>
<td>Mills Avenue and Chaparral Drive</td>
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<td>35</td>
<td>Mountain Avenue and Scripps Drive</td>
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<tr>
<td>36</td>
<td>Monte Vista and City Yard</td>
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<tr>
<td>37</td>
<td>Mt. Baldy and Padua</td>
</tr>
<tr>
<td>38</td>
<td>San Jose and Geneva Drive</td>
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<tr>
<td>39</td>
<td>Towne Avenue and Scripps Drive</td>
</tr>
<tr>
<td>40</td>
<td>Towne Avenue and Briarcroft</td>
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</table>
## Location of Mid Block Pedestrian Signals to be Maintained

<table>
<thead>
<tr>
<th></th>
<th>Location</th>
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<tbody>
<tr>
<td>41</td>
<td>Arrow Highway East of Elder Drive</td>
</tr>
<tr>
<td>42</td>
<td>Mountain Avenue at El Roble Junior High School</td>
</tr>
<tr>
<td>43</td>
<td>Mountain Avenue south of Scripps Drive</td>
</tr>
</tbody>
</table>

## Driver Feedback Signs

<table>
<thead>
<tr>
<th></th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>Padua, north of Montana</td>
</tr>
<tr>
<td>45</td>
<td>Padua, south of Montana</td>
</tr>
<tr>
<td>46</td>
<td>Green Street at Spring Street</td>
</tr>
<tr>
<td>47</td>
<td>College, north of Green Street</td>
</tr>
<tr>
<td>48</td>
<td>College, south of Green Street</td>
</tr>
<tr>
<td>49</td>
<td>San Jose Avenue, north side between College and Sycamore</td>
</tr>
<tr>
<td>50</td>
<td>San Jose Avenue, south side between College and Sycamore</td>
</tr>
<tr>
<td>51</td>
<td>San Jose Avenue, west of Bucknell Avenue</td>
</tr>
<tr>
<td>52</td>
<td>Harrison Avenue, east of Towne Avenue</td>
</tr>
<tr>
<td>53</td>
<td>Mountain Avenue, south of Foothill</td>
</tr>
<tr>
<td>54</td>
<td>Mountain Avenue, north of Butte Street</td>
</tr>
</tbody>
</table>
APPENDIX “B”
SCOPE OF MAINTENANCE SERVICES REQUIRED

Administrative Requirements

General – Contractor shall furnish all tools, equipment, apparatus, facilities, labor, material, services, traffic control, etc., and perform all work necessary to maintain in good working order all traffic signal facilities at the locations listed in Appendix A. All work performed or equipment, parts, or materials supplied shall be subject to the inspection and approval of the City Engineer or his/her designated representative.

Contact – Contractor shall maintain a single, local or toll free telephone number where they can be reached 24 hours per day, seven days per week for reporting signal problems. Contractor shall also provide names and telephone numbers for at least three (3) responsible individuals representing Contractor that may be contacted 24 hours per day in the event of a signal related emergency.

Equipment/Labor – Contractor shall have available and readily accessible all required tools, equipment, apparatus, materials, facilities, and skilled labor necessary to perform all work necessary to maintain traffic signal systems and safety lighting in good working order. Skilled labor is further defined as traffic signal maintenance technicians that are certified as Level II Traffic Signal Technicians as issued by the International Municipal Signal Association (IMSA). Non-skilled labor may be used for certain tasks such as relamping, cleaning, painting, etc. Prior to commencement of contract, Contractor shall submit certification papers on all employees potentially working on City signals.

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary and extraordinary trouble calls. Examples of trouble calls where spare parts may be required include damages to controller cabinets, controller cabinet components, signal poles/heads, pedestrian indications/poles, and conduit/wiring. The substitute components shall be equal to or better than those they are replacing.

Prevailing Wage – Pursuant to Section 1773 of the Labor Code of the State of California, the General Prevailing Rates of Wages have been determined and these are listed in the California Department of Transportation publication, General Prevailing Wage Rates. The contractor and any subcontractors used in connection with this maintenance contract shall not pay its employees less than the prevailing wage. This requirement is applicable to routine maintenance, preventative maintenance checks, extraordinary maintenance and any other work requested by City or required under this contract. Certified payrolls shall be submitted to City on a monthly basis.

Notification – Contractor shall provide a toll-free emergency contact telephone number for reporting signal related problems, damages, and emergencies. The number shall be in service 24 hours per day, seven days per week, and 365 days per year.
Response Time – Contractor should expect service requests outside of the Contractor’s normal working or service hours. These service requests may be given by telephone, fax, e-mail, written correspondence or other means. Contractor shall maintain 24-hour response capabilities in order to effectively address and respond to service requests.

The Contractor will need to ascertain whether service requests are of an “emergency” nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be “emergencies” shall be responded to immediately with all possible haste, arriving at the signal location within one hour of first notification. Routine requests shall be responded to within 24 hours of first notification unless other arrangements are agreed to.

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

1. Failure or malfunction of the traffic signal system or interruption of normal signal operations caused by or from:
   - Vehicle collisions or accidents
   - Acts of God
   - Civil disorder
   - Malicious mischief or vandalism
   - Actions of other contractors or utility companies

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

2. Whenever any traffic signal indication or indications fail at any location such that less than two indications for any one direction of travel are functional, the Contractor shall immediately restore the indication(s) to normal operation.

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

4. Any requests received by the Contractor where the nature of the call is unclear because of incomplete or inaccurate information shall be treated as an emergency.
Record Keeping and Reporting – The Contractor shall keep a current, permanent operational record of each and every piece of traffic control or safety equipment that the Contractor is required to maintain by this contract. These records shall be kept at each maintained location on a form approved by the City. The form shall include, at a minimum, the date, time, description of device including all model, part, and serial number, narrative of deficiencies encountered, and a detail of any and all corrective action(s) taken. Entries shall be made legibly in indelible ink and shall be initialed by the technician making the entry.

The Contractor shall also submit to the City monthly summary reports of all activities relating to traffic signal and safety lighting maintenance for each maintained location. The summary report shall list the maintenance history for the entire reporting period for each individual signal location. A chronological report of all maintenance activities throughout the month is unacceptable. The summary reports shall be submitted to the City prior to the end of the month following the reporting period. The preferred method for reporting would be by e-mail as a Word or Excel document.

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

- Signal location
- Date and approximate time of service
- Reason for service (callout or self-initiated)
- Description of service provided
- Notation of routine, extraordinary, emergency
- Name of person who placed the call out and a contact number

For the purpose of this contract a month is defined as a calendar month. A year, except as may otherwise be defined elsewhere for specific purposes, is defined as a calendar year running from January 1 to December 31.

Salvaged or Damaged Equipment – Salvaged or damaged equipment shall become the property of Contractor unless otherwise directed by the City.
A. **MONTHLY MAINTENANCE/PREVENTATIVE MAINTENANCE CHECK—TRAFFIC SIGNALS**

The Contractor shall carry on a program of continuing comprehensive routine maintenance designed to reduce or eliminate the incidences of malfunctions and operational complaints, and extend the useful life of the equipment. The Contractor shall perform the following services at each signalized intersection on a monthly basis. Unless otherwise indicated, payment for the work would be considered part of the monthly service charge for the preventative maintenance check.

1. Clean the inside and outside of all controller cabinet assemblies and meter service pedestals.

2. Ensure proper working of fan/cooling system. Clean filters as necessary. Replace filters every six months.

3. Visually inspect all relays, clocks, dials, motors, switches, etc., and adjust, make minor repairs, make major repairs, or replace as necessary. Major repairs and replacements are considered non-routine and shall be compensated based on agreed prices or on a time and materials basis with prior approval from the City.

4. Walk all the approaches of the intersection and visually inspect all signal poles, mast arms, signal heads, and indications, traffic control signs, pedestrian signals, internally illuminated street name signs, loop sealants, pull box covers, and other signal appurtenances. All traffic signal heads and pedestrian signal heads found out of alignment shall be properly aligned. Missing signs shall be replaced. Cracked or damaged loop sealants shall be resealed. All other equipment found missing or damaged shall be replaced or repaired. Realigning heads, replacing missing signs, loop repairs or recutting loops, and other damage repairs shall be compensated based on agreed prices or on a time and materials basis with prior approval from the City.

5. Check the timing of individual signal phases and internal timing circuits for all timed devices in the cabinet.

6. Maintain an accurate chronograph and set all real-time clocks to the National Bureau of Standards (WWV) time. When and where necessary, adjust clocks Daylight Savings Time within 48 hours of time changes.

7. Check the yellow (caution) duration on all phases by stopwatch.

8. Check detector units and systems including, but not limited to, inductive loops, video detection, microwave sensors, radio transmitters/receivers, and pedestrian push buttons for correct detection of both vehicles and pedestrians. Adjust or repair as necessary. Clean the lenses of the video detection cameras during each monthly preventative maintenance round.
9. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with the City. For work that can be scheduled, estimates shall be provided within the work week the deficiency was identified.

10. Check all traffic signal controller communications equipment for proper operation and adjust or repair as necessary.

11. Check all field wiring for inadequacies (i.e., proper grounding, splices etc.).

12. Check and record incoming voltage at all intersections to prevent excessive wear on the signal control equipment.

13. Paint traffic signal visors and back plates at a rate of two intersections per month.


15. Check Battery Backup Systems to ensure they have adequate charge and are in good working order. Check all battery connections to ensure they are clean and secure.

16. On a monthly basis, a night time inspection shall be conducted to ensure the reflective street name signs are at acceptable levels of reflectivity.

B. **MONTHLY MAINTENANCE/PREVENTATIVE MAINTENANCE CHECK-SAFETY LIGHTING**

The Contractor shall carry on a program of continuing comprehensive routine maintenance designed to reduce or eliminate the incidences of malfunctions and operational complaints and extend the useful life of the equipment. The program shall include, but not necessarily be limited to, the following:

1. On a monthly basis, check all safety lighting systems for proper operation and replace any burned out bulbs or electronic components. Field inspections shall be conducted at night unless the electrical service is of a type that permits daytime inspection.

2. The Contractor shall repair or furnish and replace any inoperative starter boards or photoelectric controls, and any damaged or knocked down safety light assemblies.

C. **EXTRAORDINARY MAINTENANCE**

The failure or malfunction of the signal system shall be considered extraordinary when it is mainly caused by “Acts of God,” civil disorder, vehicle collision, vandalism, construction activities, metal fatigue or defects, or merely equipment failure due to age or deterioration. Examples include the following:
1. Replacement of vehicle detection equipment (loop or video detection).

2. Relamping – Clean, polish, and inspect all fixtures at the time the traffic signals are relamped. All lamps are LEDs and will be replaced only when they burn out or at the direction of the City Engineer. At this time all broken or deteriorated parts will be replaced or changed as necessary, signal heads realigned, and mast arm mounted street name signs adjusted. This work may also be required as directed by the City Engineer.

3. Damage to interconnect communications components including cable, communications terminal panels, and system field master controllers.

4. Underground Service Alert (USA) marking, if requested.

5. Adjustment, relamping, or repair of flashing beacon at Fire Station No. 1.

6. Replacement of signal equipment due to damage by vandalism, wind, rain, fire, accident, etc.

7. Requests for information or other services from the City.

8. Estimates shall be provided within the work week the deficiency or request was identified or made.

This work shall be performed in accordance with the unit cost provided in the Cost Proposal in this Solicitation. For any work not covered by the Cost Proposal in this Solicitation, the Contractor shall submit a cost proposal to the City prior to performing any corrective work. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

D. Emergency Response Work

The City may request that the Contractor perform emergency response work on the traffic control system. The Contractor shall provide and maintain emergency service response on a twenty-four (24) hour a day, seven (7) days per week basis (24/7), including all holidays. This work shall be performed on a time and materials basis in accordance with the unit cost provided in the Cost Proposal in this Solicitation. The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services.

1. Emergency Response Work may include, but is not limited to the following:

   ● Downed signal heads, poles, signal on flash, signal blackout, burned-out lamps, damaged controller and cabinet, damaged illuminated street name
signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.

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

2. Equipment for Emergency Work

- Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) hours.

- The Contractor shall cover the cost of replacing any parts to the traffic signal system. 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 representative in advance of any traffic signal de-activations (by phone and email) that may be required to provide the required services. Traffic signal de-activations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

- The Contractor, at own cost, shall place barricades, clean up debris, properly dispose of all damaged components.

a. Maintenance Records

   Contractor shall create and 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 a copy shall be furnished to the City every four (4) months in a Microsoft Excel spreadsheet.

   Contractor shall maintain a copy of the Preventive Maintenance Inspection Form approved by the City at each intersection. The checklist shall be completed 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.

b. Monthly Activity Report

The Contractor shall provide a computerized monthly activity report to the City by the fifteenth working day of each month for the previous month’s activities. The report shall be provided both as a printout and as a Microsoft Excel Spreadsheet compatible computer file transmitted by e-mail and attached to the monthly invoice. No payment will be made without submittal of the report. The report shall include:

1. Preventive Maintenance: Time and date the preventive maintenance was performed.

2. 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.

3. 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.

c. 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 signal installation becomes partly or totally inoperative from any cause whatsoever. The Contractor shall provide the City with a contact name and phone number of personnel responsible for 24/7 services. The maximum response times shall be as follows:

1. Emergency and accident maintenance – one (1) hour

2. Replacement of burned out signal faces – two (2) hours

3. All other signal maintenance – twenty-four (24) hours
4. Safety Lighting – twenty-four (24) hours

5. Reflective Street Name Signs – forty-eight (48) hours

Signal on flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency. The City 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.

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 to the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

d. Signal Shut Down and Signal on Flash

The contractor shall immediately notify the City’s Community Services Department, Police Department, Engineering Division and County Fire 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 Engineering Division.

e. Spare Equipment

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect 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.

f. Salvaged Equipment

The Contractor shall deliver any salvaged or salvageable equipment or material to the location in the City as directed by the Public Works Department. 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 and Contractor’s cost. Components such as mast arms and luminaries that are undamaged may be re-used at the direction of the City.
g. **New Traffic Signals**

The contractor shall maintain new traffic signals, safety lights, flashing beacons, and appurtenant devices as they are being installed, or become a part of the maintenance requirements of the City.

As requested by the City, the contractor shall provide support and review of new traffic signal turn-ons.

E. **Warranty Service**

New equipment installed by the Contractor shall be covered with a 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. No additional or separate compensation shall be paid for warranty service work. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with these specifications.
**APPENDIX “C”**
**ITEMIZED COST PROPOSAL**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT</th>
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<td>Traffic Systems Electrician</td>
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<td>2x Hr $</td>
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</table>

*The generator shall be able to sustain a traffic signal in full operation. A technician shall be required to remain on-site while the generator is operating a signalized intersection. Setup for scheduled outages shall start one (1) hour prior to the outage. Cost for this item shall only include the cost of the Generator, labor costs shall be billed per the hourly rates supplied in the table above.*

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APPENDIX “D”
SAMPLE AGREEMENT

AGREEMENT BY AND BETWEEN THE CITY OF CLAREMONT AND [CONTRACTOR] FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of ________________, 20___ by and between the City of Claremont, a municipal corporation of the State of California, located at 207 Harvard, Claremont, California 91711, (“City”) and [insert Name of Company], a [insert type of entity - corporation, partnership, sole proprietorship or other legal entity] with its principal place of business at [insert address] (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Traffic Signal Maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Traffic Signal Maintenance (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional Traffic Signal Maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
3.1.2 Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement for up to four (4) additional one (1) year terms (“Additional Terms”) if necessary to complete the Services. Such extensions may include increased compensation for an increase in labor costs, with said increase not to exceed the increase in the Consumer Price Index for all Urban Consumers in the Los Angeles-Anaheim-Riverside area. Additionally, an extension of this Agreement may include compensation for an increase in fuel costs, with said increased compensation not to exceed the difference in average fuel costs measured between July 2016 and the date at the time of the Agreement renewal. Fuel costs are to be based on data obtained from the U.S. Energy information Administration website (http://www.eia.gov/petroleum/gasdiesel/). The City Manager is authorized to approve or deny the request for an extension of this Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

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

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
3.2.4 City’s Representative. The City hereby designates [insert Name or Title], or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

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

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

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

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor
performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

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

3.2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers’ Compensation and Employer’s Liability: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage; and (3) Workers’ Compensation and Employer’s Liability: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of $1,000,000 per accident for bodily injury or disease.

3.2.9.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on
forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor’s scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor’s insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor’s scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.9.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
3.2.9.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.9.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.2.11 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates
of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit “C” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best’s rating no less than A:VIII and satisfactory to the City. If a California-admitted surety
insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed [insert written dollar amount] ($[insert numerical dollar amount]) without advance written approval of City’s project manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free
and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

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

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

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

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

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

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

3.5.9 City’s Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

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

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

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

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

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

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

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

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

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

3.6 Subcontracting.

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

[signatures on next page]
CITY OF CLAREMONT

[INSERT NAME OF CONTRACTOR]

By: ________________________________
City Manager [<=$25,000]
OR Mayor [OVER $25,000]

By: ________________________________
Name: ______________________________

Attest:

Title: ______________________________

Shelley Desautels
City Clerk

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

Approved as to Form:

Best Best & Krieger LLP

By: ________________________________
Name: ______________________________

Title: ______________________________

City Attorney

10/06
V:\CURRENT PROJECTS\New Model Agreements\MODEL LETTER AGREEMENT.doc
EXHIBIT “A”

SCOPE OF [TYPE OF SERVICES] SERVICES

[insert scope]
EXHIBIT “B”

SCHEDULE OF [TYPE OF SERVICES] SERVICES

[insert schedule]
EXHIBIT “C”

COMPENSATION

[insert rates & authorized reimbursable expenses]