



REQUEST FOR PROPOSALS

**TRAFFIC SIGNAL MAINTENANCE SERVICES AND
ON-CALL SERVICES**

Proposals must be received by the City Clerk, City of Barstow's City Hall at 220 E. Mountain View Street, Suite A, Barstow, California, 92311 no later than;

DATE DUE: November 7, 2024

TIME DUE: 2:00 p.m.

Envelope(s) shall be sealed and marked;

“Traffic Signal Maintenance and Emergency on Call Services”

Respondents must submit the RFP with Scope of Service in one individual sealed envelope and the Cost Proposal in a second individual sealed envelope.

For Proposal Packets, Technical, and RFP Questions contact;

Thomas Alva, Public Works Superintendent

Email: talva@barstowca.org

Telephone: (760) 255-5140

SUBMIT PROPOSAL TO:

City Clerk's Office

220 E. Mountain View Street, Suite A

Barstow, CA 92311

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NOTICE INVITING PROPOSALS TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY ON-CALL SERVICES

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP), for providing Traffic Signal Maintenance and Emergency On-Call Services for the City of Barstow, CA will be received at the office of the City Clerk, 220 East Mountain View Street, Barstow, California, until 2 pm (local) **November 7, 2024**.

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

OBTAINING RFP DOCUMENTS AND REGISTRATION AS A PROPOSER:

The RFP documents may be downloaded via the internet at www.barstowca.org (go to Business, Bid Opportunities/Request for Proposals). If you are interested in submitting a proposal, it is **IMPERATIVE** that you contact the Engineering Service Division by phone at (760) 255-5140 or e-mail talva@barstowca.org to **officially register as a Proposer for this specific project** with your company name, address, phone, fax, contact person and email address. **Register by Thursday, October 24, 2024, at 2 pm.** Failure to officially register may result in not receiving addenda to the RFP. Failure to acknowledge the addenda to the RFP may render your proposal as non-responsive.

PROPOSALS:

1. Proposals shall be submitted in an 8 ½ x 11 format including any City-provided forms.
2. Submit one original with original signatures and three copies of the written proposal.
3. Submit pricing in a sealed separate envelope entitled "**Price Proposal**" in the envelope containing the written proposal.
4. Submit the entire proposal in a sealed envelope with "**Sealed Proposal for Traffic Signal Maintenance and on Call Emergency Services – Do not open with Regular Mail**" printed on the outside.

The City of Barstow reserves the right to:

1. Reject any or all proposals not in compliance with public bidding procedures;
2. Postpone award of the contract for a period not to exceed ninety calendar days from the date of proposal opening.
3. Waive informalities in the proposals, and
4. Select the proposal which appears to be in the best interest of the City.

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

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

DECLARATION OF POSTING

I declare under penalty of perjury that I am employed by the City of Barstow, in the City Clerk's Office; and that I posted the foregoing public notice on the bulletin at the entrance to City Hall, 220 E. Mountain View Street, Barstow, CA on **October 2, 2024**.

Signed October 2, 2024 at Barstow, CA

Maribel Hernandez

Maribel Hernandez, City Clerk Services Manager

REQUEST FOR PROPOSALS
TRAFFIC SIGNAL MAINTENANCE SERVICES

I. BACKGROUND INFORMATION AND GENERAL DESCRIPTION

The City requests the services of a licensed electrical contracting firm to provide routine traffic signal maintenance services, emergency repair services, non-emergency maintenance, and new equipment upgrade and installation (as needed). The firm should specialize in the maintenance, repair, testing, and replacement of traffic signals in order to work with City representatives for the routine preventive maintenance, emergency repairs, and non-emergency maintenance of 22 city-maintained traffic signals.

The total amount of work available will be a function of routine traffic signal maintenance plus the amount of work that is required due to normal “wear and tear,” collision damage, vandalism, and other factors that may result in the need for traffic signal maintenance services. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide preventive maintenance and to respond to unscheduled/emergency work (“Extra Work”) during regular working hours (8:00 AM to 5:00 PM, Monday through Friday).

II. SCOPE OF SERVICES TO BE PROVIDED

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

Technical Services and Maintenance Personnel

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

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

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

The selected firm will summarize on a stand-alone sheet the specific human resources that will be assigned to the City of Barstow. Included in the RFP is a copy of their IMSA, ITSI, and NEC Certifications and the type of vehicle they will use. In addition, provide a list of equipment that is available and is actually within 80 miles of the City of Barstow on a daily basis.

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

Special Note: The selected firm will be required to assign a sufficient number of traffic signal technicians to the City as may be necessary to provide routine “Preventive Maintenance” to each traffic signal once every two months, as described in this Solicitation. An inability to provide routine maintenance to each traffic signal may cause the selected firm to be subject to liquidated damages. Failure to acknowledge the proposed Liquidated Damages clause included in Attachment “A” may render a Proposal non-responsive, unless an alternative Liquidated Damages clause proposed by the selected firm is submitted to the City in its Proposal and approved by the City.

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

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

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

The selected firm shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. The contractor shall have on hand at least one (1) controller and conflict monitor for every twenty-five (25) intersections within the City Area. The Contractor shall have a corporation yard, a minimum of five bucket trucks, and traffic signal electricians permanently stationed in San Bernardino / Riverside County.

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

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

The selected firm will be required to perform installations of knockdown replacement signal equipment including traffic signal poles ranging from Type 1A to Type 61; to install traffic signal controller assemblies, cabinets, and electronic services; and to install, maintain, or replace camera systems, pre-emption devices, or inductive loop detectors.

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

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

Preventive Maintenance

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

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

Routine Maintenance (Once Every Two Months)

- Preventive Maintenance (PM) Checklist Form: maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each traffic signal. The PM Checklist Form will be completely filled out during each maintenance inspection and during any time repairs are made to the traffic signal controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps, and signal poles, etc.).
- Controller Cabinet Mounting: Check the snugness of the nuts on the traffic signal cabinet anchor bolts, and tighten, if necessary, being sure not to distort the cabinet door opening by over-tightening.
- Controller Cabinet Foundation Seal: If standing water or evidence of water is present inside the bottom of the cabinet, check the seal between the bottom of the foundation for deterioration, and report the need to reseal the cabinet foundation as necessary.
- Door Gaskets: Check all door gaskets on the controller cabinet, service cabinet, and any other enclosures for evidence of moisture or deterioration. Report the need to completely replace any gaskets showing signs of leaking or deterioration.
- Cabinet Vents: Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material. Air Filter: Vacuum, wash, replace, or knock out any dust accumulated in air filters. Take appropriate action based on the condition of the filter.
- Cabinet Fan: Verify that cabinet fan(s) operate properly with a minimum of noise.
- Thermostat: Verify that the cabinet fan thermostat is set at 96 degrees.
- Interior Light: Verify the proper operation of the cabinet's interior light.

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

routine nighttime check of safety lights every other month and submit a report and an estimate for any repairs necessary to the City for approval.

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

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

Semi-Annual Maintenance:

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

Records:

Intersection Records

- (a) Inventory List: Maintain an inventory list of the equipment in the controller cabinet at each location. The inventory list shall include the model, manufacture, serial number, and quantity of each piece of equipment and the installation date. The inventory list shall be continually updated and a copy shall be furnished to the City every six months.
- (b) Preventive Maintenance (PM) Checklist Form: Maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps, and signal poles, etc.).

Monthly Activity Report

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

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

Pending Repair List

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

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

Special Note: The selected firm will be required to assign a sufficient number of traffic signal technicians to the City as may be necessary to provide routine “Preventive Maintenance” to each

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

Traffic Signal Interconnect Systems

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

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

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

Underground Service Alert (Dig Alert) Monitoring

The selected firm will be required to adequately mark all traffic signal conduit and equipment on behalf of the City in accordance with California Government Code Section 4216 *et seq.* The City’s designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City and will furnish applicable notifications to a representative of the selected firm to coordinate the marking of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The selected firm shall establish a process for monitoring and tracking the marking of any affected intersections; an intersection record log shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The selected firm shall assume all liability for satisfying the City’s obligations to adequately identify underground structures in accordance with this law.

Compensation for providing USA – Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with the Cost Proposal, Schedule A, included in this Solicitation and completed and returned by the selected firm in its Proposal. ***No additional or separate payment will be made for daily travel time from the selected firm’s base of operations to the City.***

Unscheduled Maintenance of Traffic Signal Control Equipment

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

Repairing downed signal heads, poles, damaged controller and cabinet, damaged internally illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, audio devices, and other operational equipment-related issues.

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

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

Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by the City.

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

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

Notify the City in advance of any traffic signal de-activations that may be required to provide the required services. Traffic signal de-activations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

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

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

Traffic Signal and Pedestrian Signal Indications: Replace or repair standard traffic signals (red, yellow, and green) and pedestrian signal display units as they malfunction upon authorization from the City. All traffic signal and pedestrian indications shall be Caltrans-approved LED units only.

Unscheduled Maintenance: Respond within two (2) hours after the City’s notice of the following events:

- (1) Any signal controller malfunction;
- (2) Burned-out red or green ball or arrow displays;
- (3) Other situations deemed potentially hazardous to public safety

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

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

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

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

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

Monitoring Emergency Calls: At the time the on-call traffic signal technician is notified of an emergency by the City, he will call the designated City representative. If the designated representative is not available, the following numbers are available to verify that the on-call traffic signal technician has received the call:

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

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

Compensation for unscheduled maintenance work identified above will be paid at the hourly labor rates, and vehicle, and equipment rates, in accordance with the Cost Proposal, Schedules B and C, included in this Solicitation and completed and returned by the selected firm in its Proposal.

Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 5:00 PM to 8:00 AM, for the actual travel time to the City, up to a two (2) hour maximum.

Upgrades

The selected firm will be required to maintain any additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City.

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

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

No upgrade work shall be commenced or undertaken unless authorized by the City. Said authorization is a condition precedent to receiving any reimbursement for upgrade work. Work shall be performed in accordance with the Standard Plans (current) and Section 86 of the Standard Specifications (current) for the State of California, Department of Transportation, and the City of Barstow special provisions. This work shall be performed within a time limit established by the City and for a mutually agreed-upon price.

City will retain the right to perform any additional work by use of City staff or, in the alternative, to advertise such work for bids.

New Traffic Signals

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

Compensation for reviewing new traffic signals as identified above will be paid at the hourly labor, vehicle, and equipment rates, in accordance with the Cost Proposal, Schedules B and C, included in this Solicitation and completed and returned by the selected firm in its Proposal.

Warranty Service

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

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

Meetings

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

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

Payment

All payments will be made within thirty (30) days after an invoice has been approved for payment by the City’s designated representative, who has reviewed written verification of the actual compensation earned. Copies of all invoices for materials and supplies included on a payment request are required. For cost accounting purposes, said written verification shall be provided to the City as both a computerized printout and as a Microsoft Excel-compatible computer file on a media storage device (CD) in a form satisfactory to the City. Payment will be made no more frequently than monthly; however, invoices must be submitted at least quarterly (i.e. every three months). All payments shall be made in accordance with Schedules A, B, and C included in this Solicitation and completed and returned by the selected firm in its Proposal.

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

Contract Term

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

III. SCHEDULE

Notice for Request for Proposals posted and issued Tuesday, October 2, 2024
Deadline for receipt of Questions.....Wednesday, October 16, 2024, 5:00 PM

Deadline for receipt of Proposals Thursday, November 7, 2024, 2:00 PM
Interviews (**if desired by City*) *TBD*
Contract awarded by City Council *TBD*

IV. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION

Contractor’s License

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

Qualified Personnel

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

- One Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years of experience in traffic signal repairs;
- One Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs.
- Technicians shall be ATSI Certified for Conflict Monitor testing. Submit Certificate with RFP.

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

Company Background

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

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

Negative History

A selected firm must include in its Proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last 5 years.

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

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

Client References

A minimum of five references from other municipal/city/or county governmental agencies for which the firm is currently providing the services described in this Solicitation must be provided. An additional three references for which the firm previously provided the services described in this Solicitation within the last five years must also be provided. References must be within 100 miles of the City of Barstow. All listed references must be a municipal/city/or county governmental agency. Information provided will include:

1. Client name, client Project Manager, addresses, telephone numbers, and email addresses;
2. Contract Term (starting date and ending date);
3. Staff assigned to that project;
4. Discussion of the final outcome, if the contract ended, why?

V. PROPOSAL REQUIREMENTS

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

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

The following criteria shall be observed:

- The submitted proposal should not exceed 30 pages (sheets of paper), double-sided (8¹/₂" by 11"), including an organization chart, staff resumes and appendices, and cover letter. Dividers, Attachment "A" and Addenda acknowledgments do NOT count toward the 30-page limit.
- **One (1) unbound original proposal plus 2 bound copies for a total of 3 proposals are required.** Facsimile (fax), email, or other electronically transmitted proposals will not be accepted.

- **Responses to this Request for Proposal shall be organized into five categories as follows:**

1. Information/background on the Firm.

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

2. Key Personnel/Qualifications.

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

3. Past Experience/References.

Refer to “Client References” requirements listed above.

4. Understanding of Scope of Work and Work Proposal.

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

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

On separate line, items price out each traffic signal and identify the need to upgrade, and replace obsolete components to ensure the safety of our community.

5. Cost Proposal.

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

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

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

All firms shall indicate a flat rate fee per occurrence on Schedule A included in this Solicitation, to serve as the basis for negotiations of compensation for providing USA

– Dig Alert services described under “Underground Service Alert (Dig Alert) Monitoring”.

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

All firms shall indicate hourly rates for vehicles and equipment on Schedule C included in this Solicitation, to serve as the basis for negotiations of compensation for providing those services described under “Unscheduled Maintenance of Traffic Signal Control Equipment”, “Upgrades”, and “Traffic Signal Inspection” in this Solicitation.

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

On separate line, items price out each traffic signal and identify the need to upgrade, and replace obsolete components to ensure the safety of our community.

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

- The prospective Consultant shall designate, by name, the project manager to be employed for this project. Substitution of the project manager by the selected consultant will not be allowed without prior approval by the City of Barstow.
- All proposals must be received in the City of Barstow, City Clerk’ Office by **2:00 PM LOCAL TIME, THURSDAY, NOVEMBER 7, 2024**. Proof of receipt before the deadline is a City of Barstow, Division of Procurement and Contracting date stamp. It is the responsibility of the Proposer to see that any proposal sent through the mail shall, or any other delivery method, have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Late proposals will be returned to the Proposer unopened. Proposals shall be clearly marked and identified and must be submitted to:

City of Barstow
City Clerk’s Office
220 East Mountain View Street
Barstow, CA 92311

QUESTIONS: Proposers, their representatives, agents or anyone else acting on their behalf, are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose

related to this RFP other than as directed below. Contact with anyone other than as directed below may be cause for rejection of a proposal.

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

Thomas Alva
City of Barstow
Engineering Services Division
220 East Mountain View Street
Barstow, CA 92311
(760) 255-5140
talva@barstowca.org

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 5:00 P.M., Local Time, Wednesday, October 16, 2024.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the City Clerk’s Office will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

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

Special Note: The selected firm will be required to assign a sufficient number of traffic signal technicians to the City as may be necessary to provide routine “Preventive Maintenance” to each traffic signal (once every two months), as described in this Solicitation. An inability to provide routine maintenance to each traffic signal may cause the selected firm to be subject to liquidated damages. Failure to acknowledge the proposed Liquidated Damages clause included on Attachment “A” may render a Proposal as non-responsive, unless an alternative Liquidated Damages clause proposed by the selected firm is submitted to the City in its Proposal and approved by the City.

Important Note: The successful Proposer will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Barstow in accordance with the standard Professional Services Agreement – Attachment “B” hereto. Please note that Exhibit A of Attachment “B” is intentionally not complete in the attached document. The exhibit will be negotiated with the selected firm and will appear in the final Professional Services Agreement executed between the parties. Any exceptions to the language contained in the RFP or sample agreement must be included in the Proposal submitted and clearly defined. Exceptions to the City’s

standard boilerplate professional services agreement, including the insurance requirements, may be considered in the evaluation process.

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

VI. RESPONSIBILITY OF PROPOSER

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

VII. FIRM SELECTION

- Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements for the Request for Proposal may be cause for rejection of the proposal.
- The evaluation committee may, at its sole option, ask for interviews or oral presentations by any proposer(s) participating in this process. Attendance at any such interview will be at the Proposer's expense.
- A final selection of a firm will be determined following review of all work proposals, cost proposals and/or formal oral presentations. The evaluation committee will make a recommendation of the selected firm for a contract to be awarded by the City Council.
- The selected firm will work closely with City Staff throughout the duration of the contract. A firm will be selected for final negotiation of a contract based upon the following factors:
 - **Firm Information/Background:** Information on the history of the firm, company background, and any negative history;
 - **Key Personnel/Staff Qualifications:** Qualifications of the staff assigned to manage and provide services related to the project.
 - **Experience/References:** Past experience and client references;
 - **Understanding of Scope of Work and Work Proposal:** Proposed work approach to the project, including all tasks and services defined in the document, and a discussion on response to unscheduled or emergency work;
 - **Cost:** A final contract shall be negotiated with the selected consultant on the basis of the submitted cost proposal and in consideration of reasonable and mutually agreed project costs and time requirements.
- **Investigation of References:** The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specification and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.
- **Clarification of Proposals:** The City reserves the right to obtain clarification of any points in a firm's proposal or to obtain additional information necessary to properly evaluate particular proposals. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

- **Award of Contract:** It is the City’s intent to award a single contract to the firm that can best meet the requirements of the Request for Proposal document. The City reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award. The decision of the City Council will be final.
- **Public Record:** Proposer’s attention is drawn to the fact that all proposal documents submitted are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially submitted for City Council consideration, and/or following award of contract, if any, by the City Council.
- **Cost related to Proposal preparation:** The City will NOT be responsible for any costs incurred by any Proposer in the preparation or submittal of their respective proposal.
- **Business License:** The successful proposer that is awarded the contract will be required to be licensed in accordance with the City of Barstow Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled “Business Tax.”
- **Proposal informalities or defects:** The City of Barstow reserves the right to waive any informality or technical defect in a Proposal and to accept or reject, in whole or in part, any or all Proposals and to advertise for new Proposals, as best serves the interests of the City.
- **Investigations:** The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to perform the Work and the Proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- **Signed Proposal and Exceptions:** Submission of a signed Proposal will be interpreted to mean that Proposer has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement must be submitted with the proposal and clearly defined. Exceptions to the City’s RFP document or standard boilerplate language, terms or conditions may be considered in the evaluation process.

City of Barstow

TRAFFIC SIGNALS

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

TRAFFIC SIGNAL MAINTENANCE SERVICES

COST PROPOSAL - SCHEDULE "A" FLAT RATE MAINTENANCE SCHEDULE

TRAFFIC SIGNAL PREVENTIVE MAINTENANCE - FLAT RATE:

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

\$ _____.

Note: There are currently 22 signalized intersections maintained by the City.

FLASHING BEACON/MESSAGE BOARD PREVENTIVE MAINTENANCE - FLAT RATE:

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

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

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

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

\$ _____.

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

USA – DIG ALERT SERVICES - FLAT RATE:

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

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

Total Monthly Flat Rate Fee: \$ _____.

**TRAFFIC SIGNAL MAINTENANCE SERVICES
COST PROPOSAL - SCHEDULE "B" LABOR SCHEDULE
UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK"):**

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

	<u>Hourly Straight Time</u>	<u>Hourly Over Time</u>
<u>Operations Superintendent</u> All repair work, both field and laboratory, subject to his approval and direction.	\$_____.	\$_____.
<u>Engineering Technician</u> Provides liaison, assists traffic engineer on systems and provides technical data.	\$_____.	\$_____.
<u>Crew Leader</u> Primary duties are to field troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of preventive maintenance.	\$_____.	\$_____.
<u>Traffic Signal Technician – Field</u> Primary duties are to field troubleshoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of preventive maintenance.	\$_____.	\$_____.
<u>Traffic Signal Technician – Laboratory</u> Performs complete repair and maintenance of all controllers, detectors, and associated devices that are brought from the field for repairs.	\$_____.	\$_____.
<u>Traffic Signal Person</u> Primary duties are as directed by lead person in assisting field technicians and accomplishing preventive maintenance procedures as directed.	\$_____.	\$_____.
<u>Traffic Signal Laborer</u> Primary duties are to assist the signalman and crew in knockdown repairs and field modifications as directed.	\$_____.	\$_____.

Special Note: The flat rate fee per intersection represents total compensation for all labor and materials necessary to provide routine "Preventive Maintenance" work as described herein; and for assigning traffic signal technicians as necessary to provide routine preventive maintenance, and to respond to unscheduled/emergency work ("Extra Work") during regular working hours (8:00 AM to 5:00 PM, Monday through Friday).

**TRAFFIC SIGNAL MAINTENANCE SERVICES
COST PROPOSAL - SCHEDULE "C"
VEHICLE AND EQUIPMENT SCHEDULE**

UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK"):

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

PERSONNEL VEHICLE	\$ _____ . ____ per Hour
PICKUP TRUCK	\$ _____ . ____ per Hour
SERVICE TRUCK	\$ _____ . ____ per Hour
SERVICE/LADDER TRUCK	\$ _____ . ____ per Hour
BOOM/LADDER TRUCK	\$ _____ . ____ per Hour
PAINT RIG TRUCK	\$ _____ . ____ per Hour
TELSTA TRUCK (Hydraulic type - man lift)	\$ _____ . ____ per Hour
AIR COMPRESSOR	\$ _____ . ____ per Hour
WATER TRUCK	\$ _____ . ____ per Hour
BIG CONCRETE SAW	\$ _____ . ____ per Hour

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

Material Mark-Up

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

Special Note: The flat rate fee per intersection represents total compensation for all vehicles and equipment necessary to provide routine "Preventive Maintenance" work as described herein, unless additional or separate payment for repairs or unscheduled work is otherwise authorized.

ATTACHMENT "A"

TRAFFIC SIGNAL MAINTENANCE SERVICES

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

NAME OF PROPOSER/FIRM:

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

B.

SIGNATURE

PRINT NAME

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

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

____ An individual;

____ A partnership, Partners' names: _____

____ A company;

____ A corporation

2. My tax identification number is:

ADDENDA ACKNOWLEDGMENT

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

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

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

**ATTACHMENT “A”
(Continued)**

TRAFFIC SIGNAL MAINTENANCE SERVICES

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

LIQUIDATED DAMAGES CLAUSE

Maintaining the City’s traffic signal equipment in accordance with established standards, such that the equipment functions as designed in a manner that promotes the public’s health, safety and welfare, is the single most important criteria for awarding a traffic signal maintenance services contract to the selected firm. The selected firm, in its Proposal, has committed to providing preventive maintenance of all traffic signal equipment maintained by the City at a frequency of once every two months; and, has committed to responding to after hour calls for unscheduled or emergency work (“Extra Work”) within two (2) hours of receiving notification.

It is expressly understood that the experience, knowledge, capability and reputation of the selected firm, and the selected firm’s commitment to provide timely traffic signal maintenance services are a substantial inducement for City to enter into a traffic signal maintenance services contract with the selected firm. Therefore, in the event the City observes the selected firm’s inability to meet its commitments made in relation to furnishing traffic signal maintenance services, certain damages will incur and shall apply to payments due to the selected firm.

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

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

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

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

Failure to respond to after hour calls for unscheduled or emergency work (“Extra Work”)
Call responded to, technician reports to location 2 to 3 hours after notification: \$1,000
Call responded to, technician reports to location 3 to 4 hours after notification: \$2,500
Call responded to, technician reports to location 4 or more hours after notification: \$5,000

ATTACHMENT "A"
(Continued)

TRAFFIC SIGNAL MAINTENANCE SERVICES

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

LIQUIDATED DAMAGES CLAUSE

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

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

SIGNATURE

PRINT NAME

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

SIGNATURE

PRINT NAME

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

ATTACHMENT "B"

SAMPLE AGREEMENT

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

(identify by inserting firm name for traffic signal maintenance services)

EXAMPLE PROFESSIONAL SERVICES AGREEMENT

(City of Barstow/_____)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: _____.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": _____.

3.4 “Expiration Date”: _____. The City reserves the right to extend the contract with two optional two (2) year terms. The total term of the proposed contract may extend for seven (7) years from award by the City. The exercise of any additional extension of term shall be at the sole discretion of the City.

4. CAMPAIGN CONTRIBUTIONS

This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires the Consultant to disclose any campaign contribution by the Consultant or the Consultant’s agent to City Councilmembers or other City officials of more than \$250 in the aggregate in the preceding 12 months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant’s execution of this Agreement.

5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 19 (“Termination”) below.

6. CONSULTANT’S SERVICES

- 5.1 Time is of the essence in the Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Dollars (\$00.00) (“Maximum Amount”) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount payable above.
- 5.3 Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

Professional Services Agreement
(City of Barstow / Consultant)

- 5.4 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall be the Consultant Project Administrator and shall have direct responsibility for the management of the Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without the City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates are identified in the Approved Fee Schedule, Exhibit B. The city shall pay the Consultant for work performed by its subconsultants (including labor) only at the Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. *The* Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all sub-consultants performing services under this Agreement. The city shall not be liable for any payment, compensation, or federal and state taxes for any sub-consultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership, or control of Consultant's firm or of any sub-consultant. Change of ownership or control of the Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the

California Labor Code. In particular, the Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

5.11 Pursuant to California Labor Code Sections 1773.2 and 1775, the Consultant shall forfeit as a penalty to the City \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract employed in the execution of the work by Consultant or by any Subcontract under Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

5.12 Pursuant to Labor Code § 1776, each consultant and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

The payroll records enumerated under subdivision (a) shall be verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.”

7. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold

applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each sub-consultant invoice for which reimbursement is sought in the invoice.

- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by the Consultant.
- 6.4 **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment to this Agreement. Consultant shall not undertake any such work without prior written approval of the Project Administrator.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents, or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

9. RELATIONSHIP OF PARTIES

The consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Consultant, its officers, employees, and agents shall not have any power to bind or commit the City to any decision or course of action, and Consultant, its officers, employees, and agents shall not represent to any person or party that it or they are acting as agents of the City or that it or they have the power to bind or commit the City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

10. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

11. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of the City's choice, expert fees, and all other expenses of litigation. Consultant shall not be entitled to any refund of attorney's fees, defense costs, or expenses in the event that it is adjudicated to have been non-negligent.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this section of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 10.4 The obligations of the Consultant under this section of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees, and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in section of this Agreement from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless, and defend City, its officers, agents, employees, and volunteers from and against any and all claims, losses, costs, and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of the City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This holds harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost, or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

12. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000). In the event the Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then the Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work. The retroactive date of the policy must be shown and must be before the Commencement Date of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date before the Commencement Date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the

City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.

- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with the City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming the City and its officers, employees, agents, and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the City and its officers, employees, agents, and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by the Consultant shall be primary to any other coverage available to the City. Any insurance or self-insurance maintained by the City and/or its officers, employees, agents, or volunteers shall be in excess of the Consultant's insurance and shall not contribute to it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents, or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City. Consultant agrees to obtain any endorsement that may

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and sub-consultants.

- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or the Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless, and defend under Section 11 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

13. MUTUAL COOPERATION

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

14. CONFIDENTIALITY

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

15. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

16. PERMITS AND APPROVALS

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

17. NOTICES

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

If to City:

If to Consultant:

Thomas Alva, Public Works Superintendent
City of Barstow
Public Works
220 East Mountain View Street, Suite A
Barstow, CA 92311
Telephone: (760) 255-5140

With courtesy copy to:

Matthew T. Summers, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5719
Facsimile: (213) 542-5710
Email: msummers@chwlaw.us

18. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 11, Section 14, Paragraph 13.2 and Section 15 of this Agreement shall survive the expiration or termination of this Agreement.

19. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials, or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

20. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.3 The waiver by the City or Consultant of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition herein contained. No term, covenant, or condition of this Agreement shall be deemed to have been waived by the City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 18.4 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.5 Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers, or remedies. If legal action shall be necessary to enforce any term, covenant, or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or

provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.7 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.8 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the City and the Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 18.9 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.10 This Agreement shall be binding on successors and assigns of the parties.
- 18.11 Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.12 The Recitals are incorporated by this reference.

Professional Services Agreement
(City of Barstow / Consultant)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

“Consultant”

By _____

By: _____

Signature

Date: _____

Date: _____

Attest:

By _____

Date: _____

Approved as to form:

By _____

Matthew T. Summers, City Attorney

Date: _____

**“EXHIBIT A”
SCOPE OF WORK**

**“EXHIBIT B”
APPROVED FEE SCHEDULE**

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

Signature

Printed Name of Signatory

WORKERS' COMPENSATION
INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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 this contract.

DATE: _____

Contractor

By: _____
Signature

Title

Attest:

By: _____
Signature

Title

Professional Services Agreement
(City of Barstow / [Company or Individual])

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party¹ or agent² for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of City Councilmember or other City official to whom contribution was made:

1. _____
2. _____
3. _____

(d) Check here if no contributions have been made to any Councilmember or other City official in the preceding 12 months.

(e) I certify that the above information is provided to the best of my knowledge.

Professional Services Agreement
(City of Barstow / [Company or Individual])

Printed Name _____

Signature _____

Date _____ Phone _____