

**DRAFT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND ECONOLITE SYSTEMS, INC.
FOR TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and ECONOLITE SYSTEMS, INC., a California corporation ("CONTRACTOR").

WHEREAS, CITY is in need of a specialized services for Traffic Signal Preventative Maintenance and Repair Services; and

WHEREAS, CONTRACTOR possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Contract Documents

The complete Agreement consists of the following documents: Exhibit A, Scope of Services, Request for Proposal No. F19-227, consisting of a Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions and CONTRACTOR's completed Proposal. These documents are all incorporated by reference. The documents comprising the complete Agreement are collectively referred to as the Contract Documents.

Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. Services by CONTRACTOR

It is understood and agreed that tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and work performed and completed as required in the bid documents under the sole direction and control of the CONTRACTOR, and subject to approval of the City.

3. Time for Performance

The term of this Agreement shall be from July 1, 2020 to June 30, 2023, unless otherwise terminated. CONTRACTOR shall deliver the agreed upon services to CITY as specified in Exhibit "A". Agreement may be extended by written amendment for a period of two years based upon acceptable pricing and service.

4. Compensation

CITY agrees to pay CONTRACTOR at the amounts and rates detailed in Exhibit "B". In no event shall the total amount of compensation paid by CITY to CONTRACTOR under this agreement exceed the sum of Four Million Three Hundred Sixty Three Thousand Seven Hundred Seven and No/100 Dollars (\$4,363,707), unless upon written modification of this Agreement. CONTRACTOR shall submit invoices to CITY no more frequently than monthly for services provided to date, and in accordance with the compensation schedule outline in Exhibit "A". All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or accountspayable@sunnyvale.ca.gov. Payment shall be made within forty-five days upon receipt of an accurate itemized invoice by CITY's Accounts Payable unit.

If this Agreement is extended, the rate payable to CONTRACTOR shall be adjusted by the change in the Consumer Price Index (CPI) increase in April 2023, based on the latest statistics released by the Bureau of Labor Statistics for the San Francisco-Oakland-Haywood, but not less than 2% nor more than 4%. The prevailing wage rate determination of the California Department of Industrial Relations at the time of the bid advertisement date shall remain in effect for any extension term.

5. Conflict of Interest

CONTRACTOR shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONTRACTOR is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR'S obligations under this Agreement.

6. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

7. Compliance with Laws

- (a) CONTRACTOR shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONTRACTOR or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONTRACTOR's employment practices and to all of CONTRACTOR's activities as a provider of services to the City.
- (b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

8. Independent CONTRACTOR

CONTRACTOR is acting as an independent CONTRACTOR in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

9. Indemnity

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

10. Insurance

CONTRACTOR shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

11. CITY Representative

Dennis Ng, Traffic and Transportation Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

12. CONTRACTOR Representative

John Cane, Associate Vice President shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONTRACTOR pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

13. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to addressed below.as follows:

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email or fax, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Dennis Ng, Traffic and Transportation Manager
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: John Cane, Associate Vice President
Econolite Systems, Inc.
1250 N. Tustin Ave.
Anaheim, CA 92807

14. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

15. Termination

- A. If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in

proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.

- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONTRACTOR shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

16. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

17. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

ECONOLITE SYSTEMS, INC. (CONTRACTOR")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title

Exhibit A
Detailed Scope of Work

A. SERVICES

The Contractor shall provide ongoing and regular field preventive maintenance and repair of traffic signals, In-Roadway Warning Light Systems (IRWL), Changeable Message Signs (CMS), Speed Feedback Signs, Rectangular Flashing Beacon Systems (RRFB), flashing beacons, Intelligent Transportation Systems (ITS) components and other related equipment by duly trained and qualified personnel in compliance with the National/California Electrical Code (NEC), CalOSHA and NFPA 70E.

The Contractor is required to have a minimum of one (1) Traffic Signal Technician per 45 signalized intersections available to perform Services under this contract, designated for the City of Sunnyvale. The Traffic Signal Technicians shall have a valid California Electrician certification, current International Municipal Signal Association (IMSA) Traffic Signal Field Technician Level III and a minimum of four years of experience in traffic signals and signal interconnect methods such as copper and fiber optics cables maintenance and repairs. The Traffic Signal Technician shall have experience with the operation and maintenance of type 170, 2070 ATC, and various NEMA controllers currently in use by the City of Sunnyvale. The Traffic Signal Technician shall also be familiar with all software in use by the City of Sunnyvale, including but not limited to Caltrans C7 and C8, and MaxView/MaxTime. The Traffic Signal Technician shall also have knowledge of the operation and maintenance of inductive traffic loops, video detection systems, infrared detection systems, EMTRAC emergency vehicle preemption devices, twisted pair interconnect, wireless 2.4GHz Spread Spectrum Radio communications, and fiber optic cables. The Traffic Signal Technician shall keep up to date on the operation and maintenance of all state-of-the-art traffic signal control devices, Intelligent Transportation Systems (ITS) and components and related equipment to ensure that the City's needs will also be supported in the future. The Traffic Signal Technician shall also be familiar with and adhere to all Caltrans and City standards for traffic signal maintenance and operations, traffic signal coordination timing, and traffic signal communications networks and equipment. All technicians performing traffic signal communications repairs and maintenance on City's traffic signal communications network shall have a Cisco Certified Network Associate (CCNA) certification.

The Contractor shall provide and maintain emergency service response of the City's traffic signals on a 24-hour a day, 7 days per week basis, including all holidays.

The Contractor must provide a vehicle for the use of the Contractor's Traffic Signal Technician which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of 40 feet from the roadway surface; proper lighting for illuminating the work area at night; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. In addition, Contractor's employee shall be required to have radio communication equipment for dispatch purposes. At a minimum, this shall be a cellular phone capable of numeric and text messages with vibration alert. All the required equipment shall be properly maintained and functional 24 hours a day, 7 days a week, including holidays.

The Contractor ensure that any vehicle used within the boundaries of the City of Sunnyvale where lane closures or work within the travel lanes is required shall be equipped with an arrow board, warning beacons/strobe lights, the proper quantity and sized cones for a lane closure, and advance warning signs. All the Contractor's employees working within the boundaries of the City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with

the Contractor's shop or with City staff. It is the responsibility of the Contractor to ensure that its personnel are appropriately qualified to operate all vehicles and equipment required.

The Contractor must possess, and have readily accessible in functioning order, all required tools, equipment, apparatus, facilities, and materials need to perform all work necessary to maintain and repair the traffic signals, Changeable Message Signs (CMS), In-Roadway Warning Light Systems (IRWL), Rectangular Rapid Flashing Beacons (RRFB), Speed feedback signs and flashing beacon systems listed in Attachment B in compliance with current Caltrans and City standards and specifications. This includes but is not limited to Fiber Optics communication tester, inductive loop tester, twisted pair copper interconnect tester, conflict monitor unit tester, UPS batteries tester, etc.

The Contractor shall furnish temporary replacement traffic signal controllers, coordination units, preemption units, traffic signal communications and monitoring equipment, detector amplifiers, conflict monitors, video detection systems, and uninterruptable power supplies for traffic signals and various other standard traffic signal equipment. Contractor furnished temporary spares shall be identical to the component being replaced in manufacture, make and model. The Contractor may deviate from this requirement only upon written advance approval from the City. The Contractor shall provide the temporary equipment at no additional charge to the City whenever the original units are removed for repair or servicing.

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

The Contractor shall change the timing of traffic signals only upon the direction or advance written approval of the City.

During emergency conditions, the Contractor shall assure full cooperation with the City of Sunnyvale Department of Public Safety, the Santa Clara County Sheriff's Department, the California Highway Patrol (CHP) and those employees of the City of Sunnyvale Department of Public Works Division of Transportation and Traffic as indicated.

The Contractor shall ensure that all staff shall obtain Rail Safety certification from Valley Transportation Authority (VTA) and Caltrain allowing them to work in and around VTA and Caltrain track right of way. The Contractor shall provide proof of all required certifications at the beginning of each calendar year throughout of this contract.

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

The Contractor shall provide traffic control/lane closures that conform to the latest California Manual on Uniform Traffic Control Devices (CA-MUTCD) Part 6 – Temporary Traffic Control. For any work impacting bicycle lanes, the Contractor's traffic control/lane closures shall conform to the City of Sunnyvale's Standard Operating Procedure for Bicycle/Pedestrian Safety (Attachment E).

B. FAILURE TO PERFORM

Should the Contractor fail to properly execute the work in a timely or correct matter as provided under the terms of this contract, the City, after providing the Contractor with three business days' notice, may perform or hire another Contractor to perform such work and deduct the cost plus 25% thereof from any payment due to the Contractor.

The Contractor shall provide the City with a written schedule of work within three business days of approval of any repair/service estimate. If the Contractor fails to provide the written schedule, the City shall consider the Contractor to be “failing to perform” a necessary task within a timely matter. The City shall then perform or hire another Contractor to perform such work and deduct the cost plus 25% thereof from any payment due to the Contractor.

C. ROUTINE MAINTENANCE

The Contractor shall enact a continuing comprehensive maintenance program designed to eliminate or reduce any incidence of malfunctions, complaints, and extension of the useful life of the City’s traffic signal equipment. The program shall include at a minimum the following:

1. QUARTERLY AND ANNUAL PREVENTIVE MAINTENANCE

The Contractor shall provide quarterly preventive maintenance and night check on all the traffic signals, Changeable Message Signs (CMS), In-Roadway Warning Light Systems (IRWL), Rectangular Rapid Flashing Beacons (RRFB), Speed feedback signs and flashing beacon systems listed in Attachment B. The Contractor shall complete a Quarterly Preventive Maintenance Checklist (Attachment C) for each maintenance inspection. As part of the quarterly preventive maintenance activities, the Contractor shall perform a night check of all signalized intersections to ensure all safety lights are operating as expected, repairs resulting from night checks shall be completed within 72 hours from when the malfunction was identified. The Contractor shall maintain one copy of the completed form for each intersection and for each inspection in the Contractor’s business office throughout the term of this contract. The Contractor shall submit hard and soft copies of the completed quarterly preventive maintenance and night check forms as part of its monthly activity report and invoices.

The Contractor shall provide annual preventive maintenance of the traffic signals, Changeable Message Signs (CMS), In-Roadway Warning Light Systems (IRWL), Rectangular Rapid Flash Beacons (RRFB), Speed feedback signs and flashing beacon systems listed in Attachment B. The Contractor shall complete an Annual Preventive Maintenance Checklist (Attachment D) for each annual maintenance inspection. The Contractor shall maintain one copy of the completed form for each intersection/location and for each annual inspection in the Contractor’s business office throughout the term of this contract. The Contractor shall submit hard and soft copies of the completed annual preventive maintenance form as part of its monthly activity report and invoices when completed. The Contractor shall submit a schedule for the annual maintenance inspection at the start of the contract. The Contractor shall maintain three copies of the full field test results of the traffic signal conflict monitor, megg test of traffic loops at the pullbox. One copy shall be left in the traffic signal controller cabinet, one copy shall be maintained at the Contractor’s business office, and one copy shall be sent to the City with the monthly invoices with the completed Annual Preventive Maintenance Checklist.

It is understood and agreed that failure on the part of the Contractor to perform quarterly and annual preventive maintenance as required by this contract will cause the City to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the City, not as a penalty but as liquidated damages, the amount of \$500 per calendar day that the intersection is overdue for quarterly or annual preventive maintenance. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

The Contractor shall maintain two separate logs at each signalized intersection, CMS, IRWL, RRFB, Speed feedback signs and flashing beacon systems included under this contract. One log shall detail each quarterly and annual preventive maintenance inspection by the Contractor. The Contractor shall complete at a minimum on this log, the inspection date, arrival time, departure time, type of inspection, any findings or repairs, and the Contractor’s employee name or ID. The

other log shall detail any extraordinary repairs or service calls for the locations mentioned above. This log shall detail the nature of the emergency/service call, the Contractor's findings, the repair made, Repair Order number, if applicable, arrival time at the intersection, departure time, and the Contractor's employee name or ID.

2. TRAFFIC SIGNAL CONTROL EQUIPMENT

The Contractor shall repair, replace or otherwise render in good working order all defective parts of all traffic signal control equipment. Whenever the Contractor replaces any defective parts on either a temporary and/or permanent basis, the Contractor shall identify the parts being replaced by manufacturer's make and model. Further, the Contractor shall only use new parts for permanent replacement. Exceptions to this requirement shall only occur on an individual basis upon advance written approval from the City.

No permanent changes of traffic signal control devices shall be done without prior written approval from the City. Whenever any traffic signal equipment is removed/replaced/modified, the Contractor shall notify the City by telephone within one hour of the change, followed by written notification to the City within three working days. Furthermore, any changes shall also be indicated on the maintenance or repair log within the traffic signal controller cabinet.

The Contractor agrees to notify, the City in advance of any planned or scheduled traffic signal turn-offs/turn-ons necessitated by the Contractor's operations. The Contractor shall make turn-offs/turn-ons of traffic signals only upon prior written approval by the City. Furthermore, a City representative shall be present at all turn-offs/turn-ons of any traffic signals.

All traffic signal control equipment (poles, IRWL, RRFB, CMS, radar speed feedback signs, traffic signals, conduits, conductors, video detection and infrared detection systems, PTZ cameras, inductive loops, UPS systems, Ethernet switches, and wireless communication systems) shall be maintained in accordance with the manufacturer's recommendations. The Contractor shall bear the cost for replacing any part of the traffic signal control equipment under the provisions of the maintenance program. When the traffic signal control equipment becomes obsolete or deteriorated to the point of being beyond reasonable or cost effective repair, the Contractor shall report such conditions to the City and provide satisfactory evidence that replacements are necessary. The Contractor shall prepare estimates showing the cost breakdown of materials and labor for replacement of such traffic signal control equipment and submit this information to the City.

3. NEW INSTALLATIONS OR DELETIONS

The Contractor shall add to the current maintenance scheduled activities any new traffic signal equipment, IRWL, RRFB, CMS, radar speed feedback signs, flashing beacons, and any other related traffic control devices, which are installed for or by the City throughout the term of the contract. These devices will be deemed to be added to the existing signalized intersection listed on Attachment B when the City notifies the Contractor of the installation thereof. These added devices, regardless of the complexity of the technology shall be maintained in the same manner and for the same flat rate as those devices already covered by the contract.

In the event notification of the addition of any device is made any day other than the first day of the month, payment for that month shall be prorated from the first day the Contractor is notified to begin maintenance. Should responsibility for the maintenance of any current or future traffic signal device cease to be the City's, the City will notify the Contractor in writing of the last date to perform maintenance. The flat rate maintenance for any such affected device shall be prorated on the basis of the number of days that device was maintained by the Contractor.

4. WARRANTY SERVICE

During the warranty period for any traffic signal, LED, traffic signal controller, communications/monitoring/interconnection device, loop amplifier, video camera, electronic changeable message sign, emergency preemption device, or any traffic signal related device, the Contractor shall be responsible for making contact between the equipment manufacturer, the installing contractor and the City regarding any required service determined to be under warranty. The Contractor shall notify the City of any undue delays in response due to the manufacturer or installing contractor and provide details of each incident.

D. CONTRACTOR SHOP AND EMERGENCY SERVICE

The Contractor shall establish, within ninety days of award of contract, adequate shop and storage facilities within a reasonable distance to allow for a one hour on-site response time. This facility shall house the necessary staff, traffic signal poles, signals, traffic signal controllers, traffic signal communications devices, vehicular and pedestrian LEDs modules, LED safety lighting, controller cabinets, service cabinets, uninterruptable power supplies, wiring, pullboxes, pullbox lids, and other necessary materials and vehicular equipment to perform all maintenance required and to perform temporary and permanent repair of accident damage to traffic signal equipment/devices. This facility shall also be equipped to perform twenty-one-day bench test of traffic signal controller cabinets in accordance to Caltrans and City specifications. This facility shall have all test equipment necessary to test conflict monitors, load switches, flashers, detector amplifiers, controllers, LEDs, and controller cabinets. This facility shall be staffed and open for meetings/inspections at any time Monday thru Friday during normal working hours.

The Contractor shall maintain a single local telephone number during the entire term of the contract where he/she or a designated representative can be reached 24 hours a day, 365 days a year.

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

When notified of any traffic signal device malfunction, failure, loss of indication, accident damage, construction damage, or any traffic signal service call, the Contractor shall respond and be at the location within one hour following notification from the City, CHP, or County Sheriff first notifies the Contractor.

In the event of a knockdown, the Contractor shall provide temporary emergency replacement of a type acceptable to the City until permanent repairs can be accomplished. The Contractor shall not reinstall the damaged equipment even if there are no visible signs of damage. Public safety and reliability is of the utmost concern. The Contractor shall install a temporary device appropriate for the situation and consult with the City to identify a permanent replacement. Required replacement of equipment will require prior written approval from the City before such replacements are commenced in conjunction with an emergency call.

The requirement of the previous paragraph will apply except when a pedestrian pushbutton pole or 1B pole is knocked down with no damage to the existing foundation or anchor bolts. In both of these cases, the Contractor shall make a permanent repair with entirely new equipment during the initial service call.

At any time the Contractor is notified of an emergency situation by the City, CHP, or County Sheriff, or other duly recognized authority, the Contractor shall call the appropriate phone number or email the

appropriate City staff including Transportation and Traffic personnel of the nature of the emergency call.

Upon completion of the emergency work, the Contractor shall notify the City by telephone and/or email that the emergency work has been completed. In addition, the Contractor shall notify the City in writing within three calendar days that such repairs have been completed.

It is understood and agreed that failure on the part of the Contractor to respond within one hour to any emergency/service call as provided will cause the City to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the City, not as a penalty but as liquidated damages, the amount of \$500 per hour. The time for such liquidated damages shall commence from the first hour after the required response time for emergency/service calls indicated in the previous sections. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

The Contractor shall enter any emergency/service call onto the Extraordinary Repair Log at the intersection controller cabinet along with the minimum required information as stated in the previous sections. Failure to do so will be construed to be a failure to respond to the emergency/service call. In this case, the Contractor agrees to pay to the City, as liquidated damages, the amount of \$500 per hour. The time for such liquidated damages shall commence from the first hour after the required response time for emergency/service calls indicated in the previous sections. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

The City shall perform spot checks of the Contractor's response and response times to emergency/service from time to time throughout the term of the contract, through comparison of emergency/service notification time to the Contractor by the City with the arrival time noted in the intersection logs. The City may also choose to randomly time and respond to the emergency/service call along with the Contractor in order to check response times and workmanship of the Contractor.

E. TRAFFIC CONTROL DEVICES, UPGRADES, MODIFICATIONS, AND INSTALLATIONS AND ENGINEERING SERVICES INSPECTIONS.

No additional or extra work shall be commenced or undertaken by the Contractor unless authorized in advance in writing by the City. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement or remuneration for such services. Upon request, the City may request Engineering Services such as inspections of traffic signal(s) during construction phase. Additional or extra work and Engineering Services Inspections shall be performed in accordance with the most current version of the City's Technical Specifications for Traffic Signals, City's Standard Specifications and Standard Details, and latest Caltrans Standard Plans and Caltrans Standard Specifications. This work shall be performed within a specified time limit established by the City and for a mutually agreed upon price.

The City shall retain discretionary right to perform any additional work through the use of City forces, by negotiated agreement, or to advertise such work for construction by others.

F. UNDERGROUND SERVICE ALERT (USA) MARKOUTS

The Contractor will be required to adequately mark all traffic signals conduits, traffic signal interconnect/communication lines, and equipment on behalf of the City in accordance with the California Government Code Section 4216 et seq. The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Contractor to coordinate the markings of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an Intersection Record Log shall be created and maintained in the traffic signal

controller cabinet; the log must include the USA notification number and corresponding action noted. A report of monthly activity must be provided to the City with the monthly invoices. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.

G. RECORDS

1. PREVENTIVE MAINTENANCE CHECKLIST FORMS

The Contractor shall maintain and provide all required preventive maintenance checklists as described in the previous sections. The Contractor shall provide copies of the maintenance checklists monthly to the City along with the Contractor's invoices.

2. COMPUTERIZED MAINTENANCE, ASSET MANAGEMENT AND INVENTORY SYSTEM

Within ninety days of contract award, the Contractor shall implement and keep updated during the term of this contract a functioning and deployed comprehensive PC Windows-based, computerized traffic signal maintenance, asset management and inventory management system. This system shall be fully functional and ready to be implemented with little or no changes. Upon demonstration of the system, the City, at its option may request revisions or changes to the system to make it acceptable for use. Upon receipt of the City's requested changes/revisions, the Contractor shall ready the system for implementation within three months of the contract award. Any changes to the system requested by the City at this point will be accomplished by the Contractor at no charge to the City within thirty days of notification to the Contractor. Any future upgrades of the system will be offered by the Contractor to the City at no additional charge during the term of the contract. Upon the end of the contract, the City at its option may retain possession of data in electronic and hardcopy format for future use related to the City's traffic signal maintenance, asset management and inventory.

The City will make available to the Contractor, if needed, a Microsoft Access database with inventory of all poles and equipment in service at each signalized intersection for integration into the computerized maintenance, asset management and inventory system. The contractor shall bar-code and tag all existing equipment in order to integrate into the system and shall bar-code all new equipment resulting from collision repairs, additions through CIP or redevelopment projects upon notification from City Transportation Engineer.

At a minimum, the traffic signal maintenance. asset management and inventory system shall provide the following features and equipment:

- a. *Assets Inventory Tracking for Field and Spare Equipment* - A complete database of all traffic signals, In-Roadway Warning Light (IRWL) systems, radar speed feedback signs, changeable message signs (CMS), Rectangular Rapid Flashing Beacon (RRFB) systems and flashing beacon systems to include at a minimum:

- (1) All quarterly and annual maintenance histories. History of maintenance activities shall be available always for a minimum of three years throughout the duration of the contract. Previous history can be archived if storage limitations, however it shall be available to City staff upon request and shall be kept throughout the duration of the contract.
- (2) Complete equipment inventory to include poles, standards, mast arm and luminaire mast arm length, pedestrian detection, signal head types, vehicle detection types,

communications type, controller type and software version, UPS system and type, communications equipment and type, etc.

- (3) Date acquired/constructed/modified.
 - (4) Design/construction as-built drawings in PDF format, electronic photo images,
 - (5) Repair history and installation date of all equipment utilized at each location.
 - (6) Real-time available inventoried replacement and spare parts, status of reordered equipment, and inventory tracking.
 - (7) Equipment cost and warranty status.
 - (8) Night checks and associated repairs activity and history.
 - (9) USA markout activity and history.
- b. *Mapping Capabilities* - The system must have mapping capabilities in GIS format either in shapefile or ESRI GEO database. This GIS data shall include features such as street centerline data, pole location and type, controller cabinet type, controller type and software version, service pedestal type, signal mast arm length, number of signal heads and types, luminaire arm length, safety light wattage, signal phasing, type of detection, interconnect type, etc. Contractor shall coordinate with City's Transportation and Traffic Staff to ensure data is complete and shall coordinate with City's IT Department to ensure data can be integrated seamlessly with City's GIS map.
- c. *Reporting Capabilities* – System shall be capable of producing real-time asset inventory reports, maintenance/repair history, schedules and status, night checks schedules, status and repairs, trouble calls and response time, equipment cost, warranty status, past due repairs, quotes provided to the City and status, collision repairs and status. At a minimum the system shall allow City staff to generate reports on a monthly, quarterly and yearly basis.
- d. *Maintenance/Work Order Management* – System shall enable the City to plan, schedule and track maintenance work for inventoried signal system assets, such as traffic signals, signs, controllers, cabinets, and other related field equipment. System shall generate and track progress and status of work orders based on City requests or preventive maintenance schedules. Work completion shall be entered back into the system so that information about maintenance costs by element and component (labor, equipment, materials) can be tracked and summarized.
- e. *Service/Emergency Calls* - A record of all calls, date and time stamp moment of receipt, dispatch, Contractor arrival and departure times. The system shall also have the capability to

prioritize all received calls and provide estimated time of arrivals, and corrective actions. All records shall be updated real-time utilizing smart phones or other like products.

- f. *Budgeting* - The system shall have the capability for City staff to develop capital, maintenance and/or operations budgets. At a minimum the capability to produce a simple spreadsheet that is used to track planned versus actual expenditures by category and specific time frame must be provided.

3. MONTHLY ACTIVITY REPORT

The Contractor shall submit to the City, at the same time as the submission of monthly invoices, a computerized report covering all Contractor's activities within the City of Sunnyvale during the previous month. This monthly activity report shall be provided in both electronic and hardcopy formats and shall be generated from a database, preferably using Microsoft Access (most recent version). Formatting shall be determined by the Contractor and the City. The Contractor shall be required to maintain a copy of the monthly activity report (either electronic or hardcopy) for a period of not less than five years. The monthly activity report shall include at a minimum:

- a. Time any emergency/service calls were received by the Contractor, time at which the emergency/service call was dispatched to the technician, the arrival time of the technician at the requested location, the length of time spent repairing or diagnosing the problem, and the departure time.
- b. A complete record of any and all work performed on the traffic signal equipment during the period covered by the monthly activity report, including the make, model, and serial number of any replacement or newly installed equipment at each intersection. The report shall also detail the make, model and serial number of any equipment replaced.
- c. The date and time that any preventive maintenance work was performed.
- d. Any and all pending repair work needed at each intersection along with Repair Order number.

G. MEETINGS

The Contractor and any of its staff shall be available to meet on a bi-weekly basis, with City staff at a mutually agreed upon time and place to review maintenance activities, operational and timing activities, pending work, estimates, work quality, collision repair and any items related to Contractor's work under this contract.

Exhibit B

COMPENSATION

1. QUARTERLY AND ANNUAL PREVENTIVE MAINTENANCE

The Contractor shall be compensated for services required under this contract based on the fee schedule per traffic signal, IRWL system, RRFB system, CMS, speed feedback signs and flashing beacon system in accordance with contract prices shown on Exhibit B – Cost Proposal – Fee Schedule.

Any replacement of traffic signal equipment found to be damaged while performing quarterly or annual preventive maintenance such as a malfunctioning pedestrian push button, DC/AC isolator cards, inductive loop detector amplifier, video detector processor card(s), controller cabinet fan, or any other piece of equipment that can be easily repaired within the allotted time of quarterly or annual preventive maintenance shall be billed as material cost only.

Not included in the compensation shall be painting of traffic signal poles, heads, cabinets, labor and material cost for the replacement of inductive loops, pedestrian pushbuttons, replacement of signs, LEDs traffic signals modules, or repair to signal equipment when such equipment has been damaged by vehicular collisions, acts of God, or malicious damage.

2. EXTRAORDINARY REPAIRS

The Contractor will be compensated for extraordinary repairs ordered by the City and satisfactorily completed by the Contractor in accordance with the fee schedule. Work not covered by the below Fee Schedule will be paid on an hourly basis per the agreed upon hourly labor rates, material markups, and equipment rates.

Extraordinary work refers to the replacement, repair, upgrade, modifications, or installation of any device utilized for traffic control such as; traffic signals, IRWL systems, RRFB systems, radar speed feedback signs, CMS signs, flashing beacons, etc., or to insure the public's safety. All such work must be performed to the satisfaction of the City. The Contractor must obtain City approval prior to scheduling any work to be performed under this provision. The Contractor must provide documentation to support invoiced charges, including but not limited to time cards and material invoices, upon request by the City.

3. MISCELLANEOUS SERVICES

The Contractor will be compensated for miscellaneous services ordered by the City and satisfactorily completed by the Contractor in accordance with the below Fee Schedule. Work not covered by the fee schedule will be paid on an hourly basis per the agreed upon hourly labor rates, material markups, and equipment rates.

Miscellaneous Services refers to the 21-day Traffic Signal Controller Cabinet Assembly Test and Certification. with controller and equipment or without, installation, test and termination of inductive loops, installation of video detection systems for full 8-phase 4 legged intersection, and 2-phase/one approach one camera system, installation of PTZ system, permanent replacement of 1-B traffic signal pole with one three-section head LED vehicle indication, one LED countdown pedestrian indication and one Polara Accessible

Pedestrian Push Button with new foundation and likewise when existing foundation can be re-used, permanent replacement of a 36" pedestrian push button pole with one Polara pedestrian push button with new foundation and likewise when existing foundation can be re-used. All such work must be performed to the satisfaction of the City. The Contractor must obtain City approval prior to scheduling any work to be performed under this provision. The Contractor must provide documentation to support invoiced charges, including but not limited to timecards and material invoices, upon request by the City.

4. EMERGENCY MAINTENANCE AND COLLISION REPAIRS

Compensation for temporary Emergency Maintenance and Collision Repair work shall be on a Time and Materials (T&M) basis in accordance with the below Fee Schedule. Compensation for permanent Emergency Maintenance and Collision Repair will be per the cost quote submitted to and approved by the City. The Contractor's quote must include the full cost for furnishing all materials, labor, tools, equipment, temporary traffic controls and incidentals and for doing all work involved in completing such work in accordance with the City's Technical Specifications for Traffic Signals, City's Standard Specifications and Details, latest Caltrans Standard Specifications and Standard Details, and as directed by the City's Transportation Engineer.

Compensation for permanent repair of a pedestrian pushbutton pole or 1B pole with entirely new equipment because of a collision with or without new foundation or anchor bolts during the initial service call will be in accordance with the below Fee Schedule.

5. UNDERGROUND SERVICE ALERT (USA) MARKOUTS

Compensation for providing USA services ordered by the City and satisfactorily completed by the Contractor will be in accordance with the below Fee Schedule. Work not covered by the fee schedule will be paid on an hourly basis per the agreed upon hourly labor rates, material markups, and equipment rates.

EXHIBIT B

Fee Schedule

Preventive Maintenance - Quarterly	\$ <u>77.15</u>	Per Intersection
Preventive Maintenance - Annual	\$ <u>718.76</u>	Per Intersection
Preventive Maintenance - IRWL/RRFB/FB/CMS – Quarterly/Annual	\$ <u>77.15</u>	Per Location
USA Markouts	\$ <u>147.74</u>	Per Hour
TOTAL (for evaluation purposes)	\$ <u>1,020.80</u>	

For Informational Purposes Only (not evaluated but will be included in the contract):

Labor Rates for Extra or Emergency Work, As Required (use extra sheets if necessary)

Labor Category	Straight Time (\$ per hour)	Overtime (\$ per hour)	Doubletime (\$ per hour)
<u>Electrician IW</u>	\$ <u>199.20</u>	\$ <u>270.48</u>	\$ <u>341.77</u>
<u>Comm System Tech</u>	\$ <u>142.75</u>	\$ <u>194.11</u>	\$ <u>245.47</u>
<u>Laborer</u>	\$ <u>102.15</u>	\$ <u>134.26</u>	\$ <u>166.36</u>
<u>Professional Engineer</u>	\$ <u>185</u>	\$ <u>185</u>	\$ <u>185</u>
<u></u>	\$ <u></u>	\$ <u></u>	\$ <u></u>

Equipment Rates for Extra Work, As Required (use extra sheets if necessary)

Equipment Category	\$ Per Hour	\$ Per Job
<u>Utility Truck</u>	\$ <u>30</u>	\$ <u>150</u>
<u>Bucket Truck</u>	\$ <u>34.85</u>	\$ <u>174.25</u>
<u>Crane</u>	\$ <u>136.34</u>	\$ <u>681.70</u>
<u>Compressor</u>	\$ <u>22.73</u>	\$ <u>113.65</u>

Miscellaneous Services, As Required (use extra sheets if necessary)

Service Category	\$ Cost
Permanent traffic signal pole knockdown replacement:	
a. 1B pole with one LED vehicular indication (TV1T/SV1T), one LED pedestrian countdown indication, and one Polara Accessible Pedestrian Push Button, with new foundation.	\$ <u>5,263.19</u>
b. 1B pole with one LED vehicular indication (TV1T/SV1T), one LED pedestrian countdown indication, and one Polara Accessible Pedestrian Push Button, no new foundation.	\$ <u>2,984.64</u>

- | | |
|--|--------------------|
| c. 36" Pedestrian Push Button Post with one Polara Accessible Pedestrian Push Button, with new foundation | \$ <u>2,395.27</u> |
| d. 36" Pedestrian Push Button Post with one Polara Accessible Pedestrian Push Button, no new foundation | \$ <u>1,278.25</u> |
| e. 21-day Traffic Signal Controller Cabinet Assembly Test and Certification with controller and equipment. | \$ <u>1,747.54</u> |
| f. 21-day Traffic Signal Controller Cabinet Assembly Test and Certification. | \$ <u>873.79</u> |

Installation, testing and termination of inductive loops: \$ _____

- | | |
|-------------------------------|------------------|
| a. 6x6 type A, B, D, E, and Q | |
| i. 1 to 4 | \$ <u>673.34</u> |
| ii. 5 to 8 | \$ <u>617.22</u> |
| iii. 9 or more loops | \$ <u>585.00</u> |
| b. 6x15 type C | |
| i. 1 to 4 | \$ <u>673.34</u> |
| ii. 5 to 8 | \$ <u>617.22</u> |
| iii. 9 or more loops | \$ <u>585.00</u> |
| c. 2x6 Type C bicycle loop | |
| i. 1 to 4 loops | \$ <u>673.34</u> |
| ii. 5 to 8 | \$ <u>617.22</u> |
| iii. 9 or more loops | \$ <u>585.00</u> |

Materials markup 10 %

Location of Shop and Storage Facility (must be within 20 miles of the intersection of Mathilda and Olive Avenues, Sunnyvale): _____
4120 Business Center Dr. Fremont, CA 94538

Exhibit C INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 or equivalent is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.
3. **Workers' Compensation** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☐ Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. In the event that Abuse & Molestation Liability coverage is provided via a Claims Made Policy, the coverage shall include a minimum of a five year extended reporting clause.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The Contractor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and automobile liability policies (and if applicable, pollution liability, sexual abuse and molestation, and builder's risk policies) shall contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONTRACTOR'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (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, whichever is greater.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Contractor shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Subcontractors

CONTRACTOR shall require all subcontractors to procure and maintain insurance policies subject to these requirements. Failure of CONTRACTOR to verify existence of sub-contractor's insurance shall not relieve CONTRACTOR from any claim arising from sub-contractors work on behalf of CONTRACTOR.