



City Council Staff Report

Date: June 1, 2016

CONSENT CALENDAR

Subject: APPROVAL OF CONTRACT SERVICES AGREEMENT WITH ST. FRANCIS ELECTRIC, LLC, FOR ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Award of this contract will allow the City to continue providing required traffic signal maintenance services at the City's various traffic signals. Following a formal solicitation process, staff is recommending award of a multi-year contract to St. Francis Electric, LLC.

RECOMMENDATION:

1. Award a Contract Services Agreement for "On-Call" Traffic Signal Maintenance Services (Agreement No. ___) to St. Francis Electric, LLC, a California limited liability company, at an annual maximum contract amount of \$380,000 for an initial three (3) year term, subject to two (2) additional one (1) year extensions;
2. Approve a 90-day extension of Agreement No. 5793 with Siemens Industry, Inc. (formerly known as Republic ITS), effective July 1, 2016, and authorize issuance of a Purchase Order in an amount not to exceed \$50,000 for completion of previously approved traffic signal maintenance work orders with Siemens Industry, Inc.; and
3. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Since 2003, the City has contracted for on-call traffic signal maintenance services. Most recently, on February 18, 2009, the City Council awarded a multi-year contract to Republic ITS (now known as Siemens Industry, Inc.) for traffic signal maintenance services, effective April 1, 2009, with a three year initial term, and two subsequent two-year extensions. The current expiration date of the contract with Siemens Industry, Inc., is June 30, 2016.

ITEM NO. 2.M.

In preparation for the expiration of the current contract, staff prepared a Request for Proposals (RFP) to solicit a new agreement for on-call traffic signal maintenance services. On March 24, 2016, RFP No. 07-16 was published and made available to firms through the City's Division of Procurement and Contracting, and by the April 26, 2016, deadline, proposals from the following 3 firms were received:

- Aegis ITS, Inc; Anaheim, CA
- St. Francis Electric, LLC; Riverside, CA
- Siemens Industry, Inc; Riverside, CA

Following review of the proposals by a Selection Committee, a clear consensus of St. Francis Electric, LLC, as the top ranked firm was made. This recommendation was based on the fact that St. Francis Electric has been operating in business since 1946, whereas Aegis ITS, Inc., commenced providing traffic signal maintenance services in 2002, and Siemens Industry, Inc., in 2009. St. Francis Electric also confirmed its ability to comply with the scope of work and performance schedule as stated in the RFP, and confirmed its approval of the City's Liquidated Damages clause. The RFP also included Bid Sheets for the contractors to list the flat-rate fee for routine preventive maintenance per traffic signal, as well as their labor and equipment rates, and mark-up, for unscheduled work, extra work, and emergency repairs.

Staff is recommending that this contract continue to be a multi-year contract having an "Initial Term" of three (3) years from July 1, 2016, to July 1, 2019. Subsequently, the contract includes two (2), one (1) year extensions allowed at the discretion of the City Manager. Therefore, this contract may have a five (5) year term, with 30 days notice of termination for convenience. Given its potential length, the contract includes a provision to adjust the contractor's rates by the Consumer Price Index for the Los Angeles-Riverside-Orange County, CA area as determined by the U.S. Department of Labor, Bureau of Labor Statistics, which would take effect beginning with the second full year of the contract on July 1, 2017.

Staff is also recommending to extending the current contract with Siemens Industry, Inc., for a period of 90 days following the expiration of the current contract as a transition period to complete pending traffic signal maintenance repairs that were previously approved or will be approved for emergency repairs up through the termination of the current contract on June 30, 2016.

Local Business Preference Compliance

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires consultants to use good faith efforts to solicit applications for employment and proposals for sub-consultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local

residents and firms whenever feasible. Preferential scoring of 2 or 5 points (out of 100) was included in the evaluation for local (Coachella Valley based) firms; none of the three firms that submitted proposals were considered as a local firm.

ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing; therefore, the traffic signal maintenance services to be provided to the City under the proposed contract are considered categorically exempt from CEQA.

FISCAL IMPACT:

The on-call traffic signal maintenance services contract is established with a fixed cost for routine preventative maintenance of traffic signals at a per location cost, and with all other emergency repairs reimbursed at a time/materials cost basis. The current contract with Siemens Industry, Inc., has fixed costs of \$86.62 per location for traffic signals, and \$66.24 per location for flashing beacons/lighted cross-walks, for preventative maintenance, at an annual cost of approximately \$45,000.

The fixed costs for preventative maintenance proposed by St. Francis Electric are higher at \$125.50 per location for traffic signals, but lower at \$48.50 per location for lighted cross-walks and \$38.50 for flashing beacons, at an annual cost of approximately \$65,000.

However, the vast majority of traffic signal maintenance services provided to the City occurs as emergency work, responding to reports of malfunctioning signals, lights out, and traffic accidents; these services are reimbursed on the basis of the agreed Schedule of Fees for labor and equipment. As an example, in the 2014/2015 Fiscal Year, the City paid Siemens Industry, Inc., \$379,800 for traffic signal maintenance services, of which approximately \$45,000 (or 12%) was the cost for fixed preventative maintenance costs.

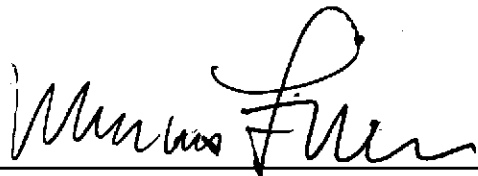
The labor and equipment rates proposed by St. Francis Electric are generally lower when compared to the rates proposed by the other two firms. On the basis that the vast

majority of traffic signal maintenance services are compensated on a time/material basis on agreed rates, the proposal by St. Francis Electric was determined to be the more competitive proposal. (The labor rates range from \$82 per hour for Operations Superintendent to \$50 per hour for Traffic Signal Laborer; and equipment rates range from \$27 per hour for a hydraulic lift truck to \$5 per hour for a concrete saw).

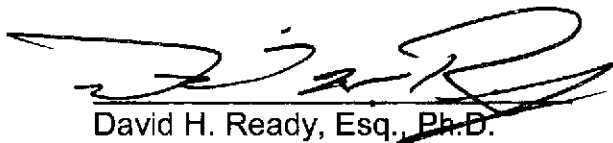
The annual cost for traffic signal maintenance services fluctuates depending upon the nature and type of signal malfunction or repairs, and traffic accidents affecting the City's traffic signal equipment. Historically, the City has established an annual budget of \$380,000 for traffic signal maintenance services, which was reached in the last Fiscal Year. Staff has recommended a continuing appropriation of \$380,000 for traffic signal maintenance services as part of the 2016/2017 Fiscal Year budget. Staff is recommending that this amount be allocated for annual services to this contract.

Sufficient funding will be budgeted and available for this contract in the General Fund in the Engineering Department, Account No. 001-4301-43200 (Contractual Services).

SUBMITTED:



Marcus L. Fuller, MPA, P.E., P.L.S.
Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D.
City Manager

Attachment(s):

Agreement

ATTACHMENT 1

**CONTRACT SERVICES AGREEMENT
ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES**

THIS CONTRACT SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this ___ day of _____, 2016, by and between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, (hereinafter referred to as "City"), and ST. FRANCIS ELECTRIC, LLC, a California limited liability company, ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. City has determined that there is a need for routine traffic signal maintenance services, emergency traffic signal repair services, non-emergency traffic signal maintenance, and new traffic signal equipment upgrade and installation (as needed) associated with the City's traffic signals, flashing beacon assemblies, "in Pavement" illuminated cross-walks, and Rectangular Rapid Flashing Beacons (RRFB's) and related traffic signal improvements, ("Project").

B. Contractor has submitted to City a proposal to provide the required traffic signal maintenance services to City pursuant to the terms of this Agreement.

C. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. City desires to retain Contractor to provide such contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor agrees to perform the contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and contract services and that Contractor is experienced in performing the Work and Services contemplated and, in light of such status and experience, Contractor covenants that it shall follow the highest contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest contract standards" shall mean those standards of practice recognized as high

quality among well-qualified and experienced contractors performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Contractor's signed, original proposal submitted to the City ("Contractor's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Contractor's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Contractor's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Contractor's Proposal (Exhibit "C").

1.3 Compliance with Law. Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

1.4 Licenses, Permits, Fees, and Assessments. Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement. Contractor shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or shall be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services, Contractor shall immediately inform the City of

such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Contractor shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Contractor. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Contractor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

1.9 Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

2. COMPENSATION

2.1 Maximum Contract Amount. For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit D-1 "Flat Rate Maintenance Schedule", Exhibit D-2 "Labor Schedule", and Exhibit D-3 "Vehicle and Equipment Schedule," which total amount shall not exceed **Three Hundred Eighty Thousand Dollars (\$380,000)** within each fiscal year, commencing July 1, 2016, and any subsequent fiscal year, unless the \$380,000 maximum fiscal year amount is otherwise increased by subsequent action by the City Council.

City and Contractor hereby acknowledge and agree that the scope of services required by this Agreement, specifically with regard to "Unscheduled" or "Emergency Work" as identified on Exhibit A "Scope of Services" is subject to fluctuation due to factors beyond the City's or Contractor's direct control (including, but not limited to, the number of vehicle collisions with traffic signal equipment that require repair or replacement). With the exception of routine "Preventive Maintenance" as identified on Exhibit A "Scope of Services," the annual level of traffic signal maintenance activity required by this Agreement is unknown, and may significantly increase or decrease from year to year. In acknowledgement of the unknown volume of traffic signal maintenance services required hereunder, City and Contractor hereby acknowledge and agree that there shall be no specific "Contract Sum", as the term may be used herein this Agreement, other than the maximum fiscal year amount.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Contractor wishes to receive payment, Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

3.2 Schedule of Performance. Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Scope of Services and Schedule of Performance.

3.3 Liquidated Damages: Maintaining the City's traffic signal and traffic management center 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 this Agreement to the Contractor. The Contractor, in its Proposal, has committed to providing preventive maintenance of all traffic signal equipment maintained by the City at a frequency of 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 Contractor, and the Contractor's commitment to provide timely traffic signal maintenance services are a substantial inducement for the City to enter into this Agreement with the Contractor. Therefore, in the event the City observes the Contractor'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 Contractor.

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.

- (1) Failure to provide preventative maintenance at any given location once every two months: \$500 per instance

- (2) Repetitive calls for service at a single location: \$500 per repeated call (does not apply if proper trouble shooting techniques and/or problem isolation methods were applied, or to intermittent malfunctioning of signal equipment, due to problem that may no longer be present at time of response).
- (3) Failure to respond to after hour calls for unscheduled or emergency work ("Extra Work"):
 - a. Call responded to, technician reports to location 2 to 3 hours after notification: \$1,000
 - b. Call responded to, technician reports to location 3 to 4 hours after notification: \$2,500
 - c. Call responded to, technician reports to location 4+ hours after notification: \$5,000

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted) if Contractor, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement under this section.

3.5 Term. Unless earlier terminated under the terms of this Agreement shall commence on July 1, 2016, and continue in full force and effect for three (3) years, until July 1, 2019. At the sole discretion of the Director of Engineering Services, upon written notice to Consultant and mutual agreement, the term of this Agreement may be extended for two (2) additional one (1) year terms. Said notice shall be delivered prior to July 1, 2019, for the initial one (1) year extension (if granted); and prior to July 1, 2020, for the final one (1) year extension (if granted). In no event shall the term of this agreement extend beyond July 1, 2021.

3.6 Termination Prior to Expiration of Term. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Contractor thirty (30) days written notice. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work

under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. Contractor may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: **Guy Smith, Vice President.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work shall be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of

Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability under this Agreement without the express written consent of City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Contractor a City employee.

A. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for contract fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the

duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including Contractor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

B. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

C. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

D. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor under this Agreement:

5.3.1 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.3 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

5.3.5 Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required

endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.

- 5.3.6 Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project shall be submitted to the City for review.
- 5.3.7 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.
- 5.3.11 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the

right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

5.3.12 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

6.2 Design Contract Services Indemnification and Reimbursement. If the Agreement is determined to be a "design contract services agreement" and Contractor is a "design contract" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons

(Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Contractor's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Contractor shall require all non-design-contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Contractor shall require all non-design-contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Contractor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Contractor agrees that Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Contractor is providing design services, Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor

shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor shall be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all resulting damages. Contractor may retain copies of such documents for their own use. Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this

Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Contractor. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of

any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contractor acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Contractor enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, national origin, sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition. Such actions 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; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. Contractor shall not be obligated to indemnify City under any settlement that is made without Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Contractor: St. Francis Electric
Attention: Guy Smith
975 Carden Street
San Leandro, CA 94577
Telephone: (510) 639-0639
Facsimile: (510) 639-4653

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

**CITY OF PALM SPRINGS,
CALIFORNIA**

**ST. FRANCIS ELECTRIC, LLC, A
CALIFORNIA LIMITED LIABILITY
COMPANY**

By _____
David H. Ready
City Manager

By: _____
Signature (notarized)

ATTEST:

Name: _____

By _____
James Thompson
City Clerk

Title: _____

APPROVED AS TO FORM:

By: _____
Signature (notarized)

By _____
Douglas Holland
City Attorney

Name: _____

RECOMMENDED:

Title: _____

By _____
Marcus L. Fuller,
Assistant City Manager/City Engineer

APPROVED BY THE CITY COUNCIL:

Date _____

Agreement No. _____

EXHIBIT "A" SCOPE OF WORK

The Contractor shall be required to provide the City with certified personnel, vehicles and equipment, and materials as necessary to maintain the City's traffic signals, traffic interconnect system, traffic management center and related equipment. The Contractor shall 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 Contractor shall 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 Exhibit "A-1" in compliance with current Caltrans standards and specifications.

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

- One Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years 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;
- Familiarity with programming and repair of all traffic signal controllers;
- Proficient in programming of conflict monitors (CMU) and malfunction management units (MMU);
- Familiarity with basic traffic signal timing principals;
- Proficient with Iteris video detection systems;
- Familiarity with hardware, software and wireless communications technology in the field and inside the traffic management center room including troubleshooting, installation and adjustment of external and internal modems and equipment;
- Familiarity with various battery back up systems to include installation, programming and testing procedures, and maintenance;
- Ability to perform cabinet modifications and up-grades as required by the City;
- Technician(s) shall be available by phone 24-hours a day

Special Note: The Contractor shall 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 Contractor to be subject to liquidated damages.

The Contractor shall be required to provide a 24-hour service for knock-downs and emergencies.

EXHIBIT "A" **SCOPE OF WORK**

The Contractor shall 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, or will be required to include the use of a certified traffic signal laboratory as part of its services, unless otherwise approved by the City.

The Contractor shall be required to maintain a stock of common traffic signal replacement parts. The equipment may include, but is not limited to the following: Model 170E traffic signal controllers, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load switches, detectors, Iteris video processors, Iteris video/radar or video detection units, battery backup system unit, batteries, LED red/yellow/green lamps, LED countdown and hand-walk pedestrian signals, accessible pedestrian signals and pedestrian activation buttons.

The Contractor shall be required to maintain a stock of common traffic management center replacement parts. The equipment may include, but is not limited to the following: hardened Ethernet switches, hardened Ethernet extenders (Ethernet over copper communication), wireless microwave radios and antennas, Iteris edgeconnect modules, mounting hardware and auxiliary equipment.

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

The Contractor shall be required to perform installations of knockdown replacement signal equipment including traffic signal poles ranging from Type 1A to Type 60, and to install traffic signal controller assemblies, cabinets, electric services, and to install video detection and inductive loop detectors. In addition, the Contractor shall be required to perform installation of necessary hardware and software communication equipment in the field, inside the TMC room and at the four Hub stations identified.

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

The Contractor shall be required to cooperate with the Palm Springs Police Department and responsible department heads in cases of emergency. The Contractor shall be required to refer all questions from the public to the City.

Preventive Maintenance

The Contractor shall be required to provide preventive maintenance for the traffic signal and traffic management center equipment as listed in Exhibit "A-1". The Contractor shall be required to furnish and use a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall be required to provide one electronic copy of the maintenance checklist to the City following each inspection, to

EXHIBIT "A" SCOPE OF WORK

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 Contractor shall 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 shall 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, 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 to 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.

EXHIBIT "A"
SCOPE OF WORK

- **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 "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 note for the file. Verify signal timing is current with timing sheet in cabinet. Confirm controller time and dates are correct. (Especially after day light 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/radar or 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 controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
- **Battery Back-Up System:** Check battery back up display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check 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.
- **Traffic Management Center:** Check all hardwired and wireless communication equipment including cabling, mounting hardware, and auxiliary equipment attached to the traffic signal pole and/or inside the traffic signal controller cabinet to maintain proper communication to the TMC room and at the four Hub stations.

EXHIBIT "A"

SCOPE OF WORK

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

- **General:** Remove any easily removed, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify 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 shall 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 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 (Back-Up) System:**
 1. Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
 2. Perform 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 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 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.**
- **Traffic Management Center:** Equipment inside the TMC room is to be cleaned, dusted, vacuumed, tightened, inspected, adjusted, aligned, organized and or corrected per the manufacturer recommendations and/or City's preference. Schedule the semi-annual maintenance visit with the city before arriving.

EXHIBIT "A" SCOPE OF WORK

Compensation for all routine "Preventive Maintenance" work identified above shall be paid at an established flat rate fee per intersection for those intersections maintained in any given month, in accordance with the Exhibit "D" Schedule of Compensation (For clarification, each intersection shall be billed to the City no more than once every other month for routine preventive maintenance work). ***No additional, or separate payment shall be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per 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 Contractor shall 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 and traffic management center 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 Contractor to be subject to liquidated damages.

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 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:

EXHIBIT "A"
SCOPE OF WORK

- (a) Time the service calls were received, 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.

"In Pavement" Illuminated Crosswalks & Rectangular Rapid Flashing Beacons (RRFB)

The Contractor shall be required to provide preventive maintenance for the "In Pavement" illuminated crosswalks and rectangular rapid flashing beacons (RRFB), as listed in Exhibit "A-1". The Contractor shall be required to furnish and use a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall be required to provide one electronic copy of the maintenance checklist to the City following each inspection, and to maintain a copy of the maintenance checklist at the Contractor's office of records.

The Contractor shall 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)

- Verify pedestrian detection systems (push button or bollards) are operating properly.
- Check the snugness of the pole mounted cabinet. Make sure interior of cabinet is free of water, ants, and other potential harmful substances.
- Visibly check all mounted LED signs and advance warning LED signs for deterioration, proper mounting, alignment and operation. Report any landscaping that restricts the view of signs to the City.
- Note number of actuation on controller display.
- Check all in pavement and rectangular rapid flashing beacons LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement and rectangular rapid flashing beacons LED displays as needed.
- Check in pavement LEDs for sealant deterioration, exposed wire, etc.

EXHIBIT "A" SCOPE OF WORK

Compensation for all routine "Preventive Maintenance" work identified above shall be paid at an established flat rate fee per location for those locations maintained in any given month, in accordance with Exhibit "D" Schedule of Compensation. ***No additional, or separate payment shall be made for daily travel time from the Contractor's base of operations to the City.***

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 (i.e. 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 considered as included in the compensated as "Extra Work".

Special Note: Maintenance of the traffic signal interconnect systems is a critical component of the City's desired services. The Contractor shall be required to have qualified traffic signal technicians that 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 shall be considered as included the established flat rate fee paid per intersection for routine "Preventive Maintenance" work, in accordance with Schedule "D" Schedule of Compensation. No additional, or separate payment shall be made for monitoring the function and operation of traffic signal interconnect systems. Compensation for any necessary repairs to traffic signal interconnect systems shall be paid as "Extra Work".

Caltrans Traffic Signal Equipment

The Contractor shall be required to inventory, maintain, repair and replace equipment located at Caltrans signalized intersections on a case-by-case basis. Caltrans and the City have an ongoing maintenance agreement at Caltrans signalized intersections in which specified traffic signal equipment as described below is maintained by the City. Equipment includes:

- **Emergency Vehicle Preemptions:** The City is required to maintain, repair and replace emergency vehicle preemption system. When necessary for repair or replacement, Caltrans will test, remove and reinstall preemption system upon notification by the City.

- **Internally Illuminated Street Name Signs:** The City is required to purchase all materials for installation and ongoing maintenance of internally illuminated street name signs, including signs, sign panels, and all hardware. Caltrans will maintain the internally illuminated street name signs. When materials are required for repair and maintenance, Caltrans will notify the City.

EXHIBIT "A" SCOPE OF WORK

- **Pedestrian Countdown Signal Heads and Audible Pedestrian Push Buttons:** The City is required to purchase all materials for installation and ongoing maintenance of the pedestrian countdown signal heads and audible pedestrian push buttons, including signal heads and all hardware. Caltrans will maintain the pedestrian countdown signal heads and audible pedestrian push button. City will furnish Caltrans with four (4) spare signal heads and audible pedestrian push button assemblies at all time.

Compensation for all Caltrans traffic signal equipment maintenance work identified above shall be paid on a time and material basis as "Extra Work", in accordance with Exhibit "D" Schedule of Compensation.

Underground Service Alert (Dig Alert) Monitoring

The Contractor shall 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 Contractor to coordinate the marking of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an intersection record log shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.

Compensation for providing USA – Dig Alert services identified above shall be paid at a flat rate per occurrence in accordance with Exhibit "D" Schedule of Compensation. ***No additional, or separate payment shall be made for daily travel time from the Contractor'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:

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, and other operational equipment related issues.

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

EXHIBIT "A" SCOPE OF WORK

Special Note: The City of Palm Springs is exposed to high winds during certain periods of the year. During high winds, the Contractor shall establish a process for checking that all internally illuminated street name signs (IISNS) are adequately connected to 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.

City shall provide materials for permanent repairs, except for those common stock materials the Contractor maintains on-hand and uses in the repair or replacement of City equipment. The City shall reimburse the Contractor 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 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 Contractor 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 are deteriorated 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 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 City's notice of the following events:
 - (1) Any signal controller malfunction;
 - (2) Burned out red or green ball or arrow display;
 - (3) Other situations that is potentially hazardous to public safety

EXHIBIT "A"
SCOPE OF WORK

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 shall 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 approval of City staff prior to replacement. Serial number of unit removed shall be recorded and the unit delivered to the City Yard.

Emergency calls that require replacement of equipment will not require approval from City before such replacements are commenced. Additional staffing shall be provided where 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 shall 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:

TIME	TELEPHONE NO.
8:00 AM – 5:00 PM	(760) 323-8253, Engineering Services
5:00 PM – 8:00 AM	After hour telephone numbers shall be provided in accordance with an established Traffic Signal Service Call Procedure

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 shall be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with Exhibit "D" Schedule of Compensation. ***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.***

EXHIBIT "A" **SCOPE OF WORK**

Upgrades

The Contractor shall be required to maintain any additional traffic signals, traffic management center equipment 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, and software updates, and related wiring;
- Installation of any new hardwired and/or wireless communication equipment in the field, inside the TMC room and at the four Hub stations shall be included; and
- 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 Palm Springs 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 forces or, in the alternative, to advertise such work for bids.

New Traffic Signals

The Contractor 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 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 Contractor shall coordinate with the City's designated representative when notified that a new traffic signal is to be activated. The Contractor 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 Contractor shall attend the traffic signal activation, and shall participate in confirming that all components of the new traffic signal improvements are operational and provide proper communication between field equipment and the TMC room with the City's designated representative and the installing contractor. The Contractor shall be

EXHIBIT "A"
SCOPE OF WORK

responsible for assuming maintenance responsibilities for all new traffic signals following activation.

Compensation for reviewing new traffic signals as identified above shall be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with Exhibit "D" Schedule of Compensation.

Warranty Service

During the period of warranty, the Contractor shall be required to coordinate all communication between manufacturer, installing contractor and the City regarding any warranty service; and to 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 weekly basis at a mutually agreed upon time and place in the City to review each week'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.

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.

END OF EXHIBIT "A"

EXHIBIT "A-1"
LIST OF TRAFFIC SIGNALS AND RELATED EQUIPMENT

Traffic Signals

1. N. Palm Canyon Drive at Tachevah Drive
2. N. Palm Canyon Drive at Tamarisk Road
3. N. Palm Canyon Drive at Gran Via Valmonte
4. N. Palm Canyon Drive at Alejo Road
5. N. Palm Canyon Drive at Amado Center (Pedestrian Signal)
6. N. Palm Canyon Drive at Amado Road
7. N. Palm Canyon Drive at Andreas Road
8. N. Palm Canyon Drive at Main Street
9. Palm Canyon Drive at Tahquitz Canyon Way
10. S. Palm Canyon Drive at La Plaza
11. S. Palm Canyon Drive at Arenas Road
12. S. Palm Canyon Drive at The Village Green (Pedestrian Signal)
13. S. Palm Canyon Drive at Baristo Road
14. S. Palm Canyon Drive at Ramon Road
15. S. Palm Canyon Drive at Camino Parocela
16. S. Palm Canyon Drive at Sunny Dunes Road
17. S. Palm Canyon Drive at Cameron Way
18. S. Palm Canyon Drive at Mesquite Avenue
19. S. Palm Canyon Drive at Morongo Road
20. S. Palm Canyon Drive at E. Palm Canyon Drive
21. E. Palm Canyon Drive at Camino Real
22. E. Palm Canyon Drive at Sunrise Way
23. E. Palm Canyon Drive at Cerritos Road/Smoke Tree Lane
24. E. Palm Canyon Drive at Smoke Tree Plaza
25. E. Palm Canyon Drive at Farrell Drive/Barona Road
26. E. Palm Canyon Drive at Araby Drive/Escoba Drive
27. E. Palm Canyon Drive at Auto Center
28. E. Palm Canyon Drive at Cherokee Way
29. N. Indian Canyon Drive at Garnet Avenue
30. N. Indian Canyon Drive at San Rafael Drive
31. N. Indian Canyon Drive at Racquet Club Road
32. N. Indian Canyon Drive at Tachevah Drive
33. N. Indian Canyon Drive at Tamarisk Road
34. N. Indian Canyon Drive at Alejo Road
35. N. Indian Canyon Drive at Amado Road
36. N. Indian Canyon Drive at Andreas Road
37. Indian Canyon Drive at Tahquitz Canyon Way
38. S. Indian Canyon Drive at La Plaza
39. S. Indian Canyon Drive at Arenas Road
40. S. Indian Canyon Drive at Baristo Road
41. S. Indian Canyon Drive at Ramon Road
42. Sunrise Way at San Rafael Drive
43. Sunrise Way at Racquet Club Road
44. Sunrise Way at Via Escuela
45. Sunrise Way at Tachevah Drive

EXHIBIT "A-1"
LIST OF TRAFFIC SIGNALS AND RELATED EQUIPMENT

46. Sunrise Way at Alejo Road
47. Sunrise Way at Amado Road
48. Sunrise Way at Tahquitz Canyon Way
49. Sunrise Way at Baristo Road
50. Sunrise Way at Boys & Girls Club/Shopping Ctr
51. Sunrise Way at Ramon Road
52. Sunrise Way at Sunny Dunes Road
53. Sunrise Way at Mesquite Avenue
54. Farrell Drive at Via Escuela
55. Farrell Drive at Tamarisk Road
56. Farrell Drive at Alejo Road
57. Farrell Drive at Tahquitz Canyon Way
58. Farrell Drive at Baristo Road
59. Farrell Drive at Ramon Road
60. Farrell Drive at Mesquite Country Club (Pedestrian Signal)
61. Farrell Drive at Mesquite Avenue
62. Tahquitz Canyon Way at Calle Encilia
63. Tahquitz Canyon Way at Calle El Segundo
64. Tahquitz Canyon Way at Avenida Caballeros
65. Tahquitz Canyon Way at Sunset Way
66. Tahquitz Canyon Way at Civic Drive
67. Tahquitz Canyon Way at El Cielo Road
68. Ramon Road at Calle Encilia
69. Ramon Road at Avenida Caballeros
70. Ramon Road at Compadre Road
71. Ramon Road at El Cielo Road
72. Ramon Road at El Placer
73. Ramon Road at Paseo Dorotea
74. Ramon Road at Vella Road
75. Ramon Road at San Luis Rey Drive
76. Ramon Road at Crossley Road
77. Dinah Shore Drive at San Luis Rey Drive
78. Dinah Shore Drive at Crossley Road
79. Baristo Road at Palm Springs High School/Mall
80. Racquet Club Road at Avenida Caballeros
81. Gene Autry Trail at Via Escuela
82. Vista Chino at Greens Way
83. El Cielo Road at Baristo Road

EXHIBIT "A-1"
LIST OF TRAFFIC SIGNALS AND RELATED EQUIPMENT

12" Flashing Beacons

1. Racquet Club Road at Via Miraleste (2) with (2) advance
2. East Palm Canyon Drive at Araby Drive (2)
3. East Palm Canyon Drive at Southridge Drive (1)
4. Golf Club Drive at Tahquitz Creek Golf Course (2)

"In Pavement" Illuminated Cross Walks

1. Amado Road at The Spa Casino
2. Tachevah Drive at Desert Regional Medical Center

Rectangular Rapid Flashing Beacons (RRFB)

1. N. Palm Canyon Drive at W. Chino Drive
2. Avenida Caballeros at Convention Center Parking Lot
3. Sunrise Way at N. Riverside Avenue

Special Note: The City reserves the right to update and revise this Exhibit "A-1" as necessary to accurately reflect the list of traffic signals and locations.

END OF EXHIBIT "A-1"

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSALS FOLLOWS THIS PAGE

CITY OF PALM SPRINGS, CA

NOTICE INVITING PROPOSALS FOR RFP #07-16

TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER (TMC) MAINTENANCE SERVICES

NOTICE IS HEREBY GIVEN that the City of Palm Springs is requesting proposals from qualified licensed firms to provide the City with Traffic Signal and Traffic Management Center (TMC) Maintenance Services.

PROJECT LOCATION: Various locations throughout the City of Palm Springs, CA (see Attachment "E" in the RFP documents).

SCOPE OF SERVICES: The selected firm will be required to provide the City with certified personnel, vehicles and equipment, and materials as necessary to maintain the City's traffic signals, traffic interconnect system, traffic management center 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 is more fully set forth in the RFP documents.

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

CALIFORNIA WAGE RATE REQUIREMENTS: The selected firm must pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. The selected firm must furnish electronic certified payroll records directly to the Labor Commissioner (via the Division of Labor Standards Enforcement). A copy of said wage rates is available on-line at:

www.dir.ca.gov/dlsr/DPreWageDetermination.htm

OBTAINING RFP DOCUMENTS AND ADDENDA: The RFP document may be downloaded via the internet at www.palmspringsca.gov (go to Departments, Procurement, Open Bids & Proposals), or by calling the Office of Procurement and Contracting, (760) 322-8368. Upon downloading the RFP via the internet, contact Craig Gladders, Procurement & Contracting Manager, via email at craig.gladders@palmspringsca.gov to register as a firm interested in this specific project, providing your company name, contact person, contact email address, office address, office phone and office fax. Failure to register as above may result in not receiving addenda to the RFP. *Note – registering for this specific project is a separate process and not the same as registering online in our general vendor database.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA, and may be further negotiated. The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Palm Springs City Council. The selected firm will be required to comply with all insurance and license requirements of the City.

DEADLINE: All proposals must be received in the Procurement and Contracting Office, 3200 E. Tahquitz Canyon Way, Palm Springs, CA, 92262 by **3:00 P.M., LOCAL TIME, TUESDAY, APRIL 26, 2016**. The receiving time in the Procurement Office will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

Craig L. Gladders, C.P.M.
Procurement and Contracting Manager
March 24, 2016



CITY OF PALM SPRINGS, CA

REQUEST FOR PROPOSALS (RFP) #07-16

TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER (TMC) MAINTENANCE SERVICES

Requests for Proposals (RFP #07-16), for Traffic Signal and Traffic Management Center (TMC) Maintenance Services for the City of Palm Springs, CA, (hereinafter the "RFP") will be received at the Office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. LOCAL TIME, TUESDAY, APRIL 26, 2016**. It is the responsibility of the respondent to see that any proposal sent through the mail, or by any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Procurement Office will be the governing time for acceptability of proposals. Telegraphic, telephonic, faxed or emailed proposals will not be accepted. Late proposals will be returned unopened. Failure to register as a Proposer to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We **strongly advise** that interested firms officially register per the instructions.

1. PURPOSE AND SCHEDULE: The City of Palm Springs is requesting proposals from qualified firms to provide the City with certified personnel, vehicles and equipment, and materials as necessary to maintain the City's traffic signals, traffic interconnect system, traffic management center 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 is more fully set forth in the RFP documents.

SCHEDULE:

Notice requesting Proposals posted and issued March, 24, 2016
Deadline for receipt of Questions **Tuesday, April 19, 2016, 3:00 P.M.**
Deadline for receipt of Proposals **Tuesday, April 26, 2016, 3:00 P.M.**
Short List / Interviews/, **if desired by City* to be determined
Contract awarded by City Council to be determined

NOTE: There will NOT be a pre-proposal conference for this procurement.

****Dates above are subject to change.***

"KEY" TO RFP ATTACHMENTS:

ATTACHMENT "A"- Signature Authorization Form, including Addenda acknowledgment.

****Must be completed and included with Work/Technical Proposal.***

ATTACHMENT "B" – Non Collusion Affidavit Form. **Must be completed and included with Work/Technical Proposal.*

ATTACHMENT "C" – Liquidated Damages Clause. **Must be completed and included with Work/Technical Proposal.*

ATTACHMENT "D" – Cost Proposal – Schedules A, B, and C. **Must be completed and included in separately sealed envelope. Do NOT include the Cost Proposal in the Work/Technical proposal.*

ATTACHMENT "E" – List of Traffic Signals, Beacons, and Cross Walks (for reference only, not to be submitted with proposal package).

ATTACHMENT "F" – Sample boilerplate Contract Services Agreement (for reference only, not to be submitted with proposal package).

2. BACKGROUND: The City requests the services of a licensed electrical contracting firm, holding either a valid current Class A or Class C-10 contractor's license issued by the California State Contractor Licensing Board at the time of submitting a proposal and throughout the duration of the contract term, to provide routine traffic signal and traffic management center 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 and traffic management center equipment in order to work with City representatives for the routine preventive maintenance, emergency repairs, and non-emergency maintenance of 83 City maintained traffic signals, 4 City maintained flashing beacon assemblies, 2 City maintained "In Pavement" illuminated crosswalks and 3 City maintained Rectangular Rapid Flashing Beacons (RRFB) including traffic management center equipment as described and listed in this Solicitation (**see Attachment "E"**).

The City currently uses McCain Traffic Supply controllers (Model 170E), Iteris "Vantage Vector Hybrid" video/radar detection systems, Iteris "Vantage Edge 2" video detection systems, Tomar "Strobecom II" optical pre-emption and priority control systems, and Clary SP 1000SR/SN universal UPS systems at most signalized intersections; the City desires to have standardization of equipment for all traffic signals. Traditional inductive loop detection is in place at some intersections. All traffic signals are equipped with LED units.

The City operates traffic signal interconnect systems along several arterial roadways, including: N. Palm Canyon Drive, S. Palm Canyon Drive, E. Palm Canyon Drive, N. Indian Canyon Drive, Sunrise Way, Tahquitz Canyon Way, and Ramon Road. Existing traffic signal interconnect systems vary from wireless microwave radio relay, wireless antenna relay, hard wire signal interconnect cable, and hardwire fiber optic cable. 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 that 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.

The City is undergoing the construction of a new Traffic Management Center (TMC) and intends to be fully operational as early as May 2016. The TMC will have its own dedicated room situated within the City's Public Works and Engineering Department. Field equipment consists of hardened Ethernet switches, wireless microwave radios and antennas, closed circuit television cameras, thermal/daylight color cameras, video processing units, modules, mounting hardware and auxiliary equipment. Equipment inside the TMC room include a server cabinet, rack mounted switches and servers, complete work stations, a 60-inch LED HDTV monitor display, hardware and software. There are four (4) "hubs" stations within the City where communication data arrives and is then forwarded; stations include the Hyatt Building Hub, Angel's Baseball Field Hub, Amtrak Station Hub and Police Station Hub. Maintenance of equipment in the field, inside the TMC room and at the four Hub stations is highly desired by the City. The selected firm will be required to have a qualified traffic management center technician that have demonstrated experience in maintaining specialized equipment as noted above.

The total amount of work available will be a function of routine traffic signal and traffic management center 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 maintenance services. The City expects traffic signal and traffic management center 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).

3. SCOPE OF WORK, SERVICES, OBJECTIVES AND SPECIFICATIONS:

The selected firm will be required to provide the City with certified personnel, vehicles and equipment, and materials as necessary to maintain the City's traffic signals, traffic interconnect system, traffic management center 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 that meet or exceed the following qualifications:

- One Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years 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;
- Familiarity with programming and repair of all traffic signal controllers;
- Proficient in programming of conflict monitors (CMU) and malfunction management units (MMU);
- Familiarity with basic traffic signal timing principals;
- Proficient with Iteris video detection systems;
- Familiarity with hardware, software and wireless communications technology in the field and inside the traffic management center room including troubleshooting, installation and adjustment of external and internal modems and equipment;
- Familiarity with various battery back up systems to include installation, programming and testing procedures, and maintenance;
- Ability to perform cabinet modifications and up-grades as required by the City;
- Technician(s) shall be available by phone 24-hours a day

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 "C"** 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.

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, 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 will be required to maintain a stock of common traffic signal replacement parts. The equipment may include, but is not limited to the following: Model 170E traffic signal controllers, 24VDC Power Supply, MMU's/CMU's, flash transfer relays, load switches, detectors, Iteris video processors, Iteris video/radar or video detection units, battery backup system unit, batteries, LED red/yellow/green lamps, LED countdown and hand-walk pedestrian signals, accessible pedestrian signals and pedestrian activation buttons.

The selected firm will be required to maintain a stock of common traffic management center replacement parts. The equipment may include, but is not limited to the following: hardened Ethernet switches, hardened Ethernet extenders (Ethernet over copper communication), wireless microwave radios and antennas, Iteris edgeconnect modules, mounting hardware and auxiliary equipment.

The selected firm may offer alternatives to existing equipment to meet the changing demand as it occurs, when directed by 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 60, and to install traffic signal controller assemblies, cabinets, electric services, and to install video detection and inductive loop detectors. In addition, the selected firm will be required to perform installation of necessary hardware and software communication equipment in the field, inside the TMC room and at the four Hub stations identified.

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

The selected firm will be required to cooperate with the Palm Springs 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 and traffic management center 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 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, 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 to 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 "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 note for the file. Verify signal timing is current with timing sheet in cabinet. Confirm controller time and dates are correct. (Especially after day light 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/radar or 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 controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
- **Battery Back-Up System:** Check battery back-up display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check 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.
- **Traffic Management Center:** Check all hardwired and wireless communication equipment including cabling, mounting hardware, and auxiliary equipment attached to the traffic signal pole and/or inside the traffic signal controller cabinet to maintain proper communication to the TMC room and at the four Hub stations.

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

- **General:** Remove any easily removed, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify 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 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 (Back-Up) System:**
 1. Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
 2. Perform 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 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 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.
- Traffic Management Center: Equipment inside the TMC room is to be cleaned, dusted, vacuumed, tightened, inspected, adjusted, aligned, organized and or corrected per the manufacturer recommendations and/or City's preference. Schedule the semi-annual maintenance visit with the city before arriving.

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 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, 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, (**see Attachment "D"**) 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 work). ***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 and traffic management center 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.

"In Pavement" Illuminated Crosswalks & Rectangular Rapid Flashing Beacons (RRFB)

The selected firm will be required to provide preventive maintenance for the "In Pavement" illuminated crosswalks and rectangular rapid flashing beacons (RRFB), 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 electronic copy of the maintenance checklist to the City following each inspection, 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)

- Verify pedestrian detection systems (push button or bollards) are operating properly.
- Check the snugness of the pole mounted cabinet. Make sure interior of cabinet is free of water, ants, and other potential harmful substances.
- Visibly check all mounted LED signs and advance warning LED signs for deterioration, proper mounting, alignment and operation. Report any landscaping that restricts the view of signs to the City.
- Note number of actuation on controller display.
- Check all in pavement and rectangular rapid flashing beacons LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement and rectangular rapid flashing beacons LED displays as needed.
- Check in pavement LEDs for sealant deterioration, exposed wire, etc.

Compensation for all routine "Preventive Maintenance" work identified above will be paid at an established flat rate fee per location for those locations maintained in any given month, in accordance with the Cost Proposal, Schedule A, (see Attachment "D") included in this Solicitation and completed and returned by the selected firm in its Proposal. (For clarification, each location will be billed to the City every other month for routine preventive maintenance work). **No additional or separate payment will be made for daily travel time from the selected firm's base of operations to the City.**

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 (i.e. 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 considered as included in the 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 that 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 the established flat rate fee paid per intersection for routine "Preventive Maintenance" work, in accordance with the Cost Proposal, Schedule A, (see **Attachment "D"**) 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".**

Caltrans Traffic Signal Equipment

The selected firm will be required to inventory, maintain, repair and replace equipment located at Caltrans signalized intersections on a case-by-case basis. Caltrans and the City have an ongoing maintenance agreement at Caltrans signalized intersections in which specified traffic signal equipment as described below is maintained by the City. Equipment includes:

- **Emergency Vehicle Preemptions:** The City is required to maintain, repair and replace emergency vehicle preemption system. When necessary for repair or replacement, Caltrans will test, remove and reinstall preemption system upon notification by the City.
- **Internally Illuminated Street Name Signs:** The City is required to purchase all materials for installation and ongoing maintenance of internally illuminated street name signs, including signs, sign panels, and all hardware. Caltrans will maintain the internally illuminated street name signs. When materials are required for repair and maintenance, Caltrans will notify the City.
- **Pedestrian Countdown Signal Heads and Audible Pedestrian Push Buttons:** The City is required to purchase all materials for installation and ongoing maintenance of the pedestrian countdown signal heads and audible pedestrian push buttons, including signal heads and all hardware. Caltrans will maintain the pedestrian countdown signal heads and audible pedestrian push button. City will furnish Caltrans with four (4) spare signal heads and audible pedestrian push button assemblies at all time.

Compensation for all Caltrans traffic signal equipment maintenance work identified above will be considered as included the established flat rate fee paid per intersection for routine "Preventive Maintenance" work, in accordance with the Cost Proposal, Schedule A, (see **Attachment "D"**) 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 Caltrans traffic signal equipment.**

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, (see Attachment “D”) 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:

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, and other operational equipment related issues.

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

Special Note: The City of Palm Springs is exposed to high winds during certain periods of 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 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.

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 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 are deteriorated 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 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 City's notice of the following events:
 - (1) Any signal controller malfunction;
 - (2) Burned out red or green ball or arrow display;
 - (3) Other situations that is 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 approval of City staff prior to replacement. Serial number of unit removed will be recorded and the unit delivered to the City Yard.

Emergency calls that require replacement of equipment will not require approval from City before such replacements are commenced. Additional staffing shall be provided where 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:

TIME	TELEPHONE NO.
8:00 AM – 5:00 PM	(760) 323-8253, Public Works Department
5:00 PM – 8:00 AM	After hour telephone numbers will be provided in accordance with an established Traffic Signal Service Call Procedure

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, traffic management center equipment 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, and software updates, and related wiring;
- Installation of any new hardwired and/or wireless communication equipment in the field, inside the TMC room and at the four Hub stations shall be included; and
- 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 Palm Springs 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 forces 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 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 and provide proper communication between field equipment and the TMC room 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 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.

Warranty Service

During the period of warranty, the selected firm will be required to coordinate all communication between manufacturer, installing contractor and the City regarding any warranty service; and to

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 weekly basis at a mutually agreed upon time and place in the City to review each week'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.

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 or Flash Drive) 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 (see **Attachment "D"**) and completed and returned by the selected firm in its Proposal.

Special Note about Cost Proposal rates: This is an RFP process, not a lowest, responsive responsible Bid process. As such, 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, (see **Attachment "D"**) included in this Solicitation and completed and returned by the selected firm in its original Proposal. A final contract with the selected firm may, or may not, include the original rates and fees identified on the Cost Proposal, Schedules A, B and C, as submitted in the Proposal and the final contracted rates will be the result of mutually agreed to negotiations.

Contract Term

The City intends to award a traffic signal maintenance contract with an original term of three (3) years, with two optional one (1) year terms. The total term of the proposed contract may extend for five (5) years from award by the City. The exercise of any additional extension of term shall be at the sole discretion of the City.

4. PROPOSAL REQUIREMENTS:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Palm Springs relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel

commitments, man-hours, direct and indirect costs, etc. The City of Palm Springs 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 RFP.

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 issued by the California State Contractor Licensing Board. A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal. Failure to produce and possess the specified license will render the Proposal as non-responsive.

California Wage Rate Requirements: The selected firm must pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. The selected firm must furnish electronic certified payroll records directly to the Labor Commissioner (via the Division of Labor Standards Enforcement).

A copy of said wage rates is available on-line at:

www.dir.ca.gov/dlsr/DPreWageDetermination.htm

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 of experience in traffic signal repairs.

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

Company Background: A selected firm must be skilled and regularly engaged in traffic signal and TMC 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 officer 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 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 on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last 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 will disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior 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 three (3) references from other local governmental agencies for who the firm is currently providing the services described in this Solicitation must be provided. An additional three references for who the firm previously provided the services described in this Solicitation within the last five years must also be provided. All listed references must be a local governmental agency. Information provided will include:

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

5. SELECTION PROCESS: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, proposers should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA**, and pricing may be further negotiated. The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date if desired by the City. The format, selection criteria and date of the presentation will be established at the time of short listing, if conducted.

6. PROPOSAL EVALUATION CRITERIA: An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria **(100 total points possible)**

A. Information on the Firm. 15 Points 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 a brief statement of the understanding of the work to be performed, along with key contact information (address, phone, fax, and email).

The selected firm will be required to 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.

Refer to "Company Background" and "Negative History" requirements listed above that are to also be included with this section of criteria.

B. Project Manager and Key Personnel. 15 Points Designate, by name, the Project Manager to be assigned to this project and include resume. Substitution of the project manager will not be allowed without prior approval by the City of Palm Springs. Provide a brief resume for each of the key persons proposed to work on this project. Credentials of corporate executives or firm principals are not necessary or desired unless these individuals will play an

active role in the proposed project. Any key sub-Contractors proposed should be identified, and information on their respective role in the project shall be included.

Refer to "Qualified Personnel" requirements listed above that are also to be included with this section of criteria.

C. Past Experiences/References. 15 Points. Refer to "Client References" requirements listed above for what should be included in this section of criteria.

D. Understanding of Scope of Work and Work Proposal. 20 Points. 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.

E. Local Preference. (5 POINTS) Firms that qualify as a Local Business, or employ local sub-Contractors, and submit a valid business license as more fully set forth below, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five (5) points, may be awarded to those that qualify as a Local Business. Two (2) points may be awarded to a non-local business that employs or retains local residents and/or firms for this project. Non-local firms that do not employ or retain any local residents and/or firms for this project shall earn zero (0) points for this criteria.

Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including Contractor services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or Contractor who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or Contractor operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The Contractor will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A)** and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley. A non-local business that requests the preference based on employing local residents must provide proof of full-time primary residency from a jurisdiction in the Coachella Valley with the proposal. The City reserves the right to determine eligibility.

List all team members with local expertise. Clearly define their role in the overall project.

F. Cost Proposal – Schedules A, B, and C (see Attachment "D"). 30 Points.

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 and Rectangular Rapid Flashing Beacons, 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.

Note that the Cost Proposal, including all fees and compensation shall remain firm for a minimum of 120 days from the proposal submission deadline.

PRIOR CITY WORK If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

7. PROPOSAL CONTENTS: Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 5 above. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾" margins, and may be no more than a total of thirty (30) pages (sheets of paper, double sided is OK), including** a cover letter, organization chart, staff resumes, appendices, and any exceptions to language in the sample agreement or insurance requirements. **NOTE:** Dividers, Attachments, Addenda acknowledgments, and the Cost Proposal (**in a separate sealed envelope*) do **NOT** count toward the 30 page limit. Interested firms shall **submit SIX (6) copies (one marked "Original" plus five (5) copies) of both** your Technical/Work Proposal **and** your Cost Proposal, **AND one (1) Thumb Drive or CD** of the entire proposal, including the cost proposal, by the deadline.

All proposals shall be sealed within **ONE PACKAGE** and be clearly marked, "RFP #07-16, REQUESTS FOR PROPOSALS FOR TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER (TMC) MAINTENANCE SERVICES" Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Technical/Work Proposal. **Proposals not meeting the above criteria may be found to be non-responsive.**

EACH PROPOSAL PACKAGE MUST INCLUDE THE FOLLOWING:

One "Original" and 5 copies of the "Technical/Work Proposal" that shall include Evaluation Criteria Sections A, B, C, D and E and the following additional Attachments:

- Completed Signature authorization and Addenda Acknowledgment (see Attachment "A")
- If applicable, your specific request for Local Preference (see Attachment "A") and a copy of a valid business license from a jurisdiction in the Coachella Valley.
- Completed, and notarized, Affidavit of Non-Collusion (see Attachment "B")
- Completed and signed Liquidated Damages Clause (see Attachment "C")

In a SEPERATELY SEALED ENVELOPE contained inside the proposal package, One "Original" and 5 copies of the Cost Proposal, addressing Evaluation Criteria Section F and using Cost Proposal Schedule A, B, and C Forms (see Attachment "D") that are provided by the City in the RFP. Failure to use the Cost Schedule forms provided by the City **WILL** be cause for rejection of a proposal. **Please do **NOT** include Attachments "A", "B", or "C" in the Cost Proposal separately sealed envelope. Attachments "A", "B" and "C" are to be included with your Technical/Work Proposal, only Attachment "D", is to be included in the separately sealed Cost Proposal envelope.*

YOU MUST INCLUDE IN THE PROPOSAL PACKAGE ONE (1) THUMB DRIVE OR CD THAT HAS YOUR ENTIRE PROPOSAL, INCLUDING THE COST PROPOSAL, LOADED ONTO IT.

8. GENERAL AND SPECIAL CONDITIONS:

DEADLINE FOR SUBMISSION OF PROPOSALS: Proposals will be received in the City of Palm Springs, Office of Procurement and Contracting until **3:00 P.M., LOCAL TIME, TUESDAY, APRIL 26, 2016**. Proof of receipt before the deadline is a City of Palm Springs, Office of Procurement and Contracting time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall 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 firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

City of Palm Springs
Procurement and Contracting Department
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: Craig Gladders, C.P.M., Procurement & Contracting Manager

QUESTIONS: Firms, 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 WILL be cause for rejection of a proposal.**

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

Craig Gladders, C.P.M.
Procurement & Contracting Manager
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
via FAX (760) 323-8238
or via EMAIL: Craig.Gladders@palmspringsca.gov

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 3:00 P.M., Local Time, Tuesday, April 19, 2016.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

FORM OF AGREEMENT: The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Contract Services Agreement (see Attachment "F"). Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be negotiated with the selected firm, and will appear in the final Contract Services Agreement executed between the parties.

We **specifically draw your attention** to the language in the sections of the sample contractual agreement attached entitled "**Conflict of Interest**" and "**Covenants Against Discrimination**" and recommend all firms carefully consider these contractual requirements prior to submitting a proposal in response to this RFP.

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, or negotiations are not successful, or the agreement is terminated, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

AWARD OF CONTRACT: It is the City's intent to award a contract to the firm that can provide all of the scope of work, equipment and services identified in the RFP document. However, the City reserves the right to award a contract, 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 and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

RIGHT TO ACCEPT OR REJECT PROPOSALS: The City of Palm Springs 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 cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

INSURANCE: Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

RESPONSIBILITY OF PROPOSER: All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

PUBLIC RECORD: All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, pursuant to CA Government Code 6255 during the negotiation process, may be made public after the City's negotiations are completed, and

staff has recommended to the City Council the award of a contract to a specific firm, but before final action is taken by the City Council to award the contract.

Although the California Public Records Act ("CPRA") recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information submitted in a proposal is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," "Proprietary," or any other similar designation, the City will provide the party submitting such information with reasonable notice to allow the party to seek protection from disclosure by a court of competent jurisdiction.

If a submitting party contends that a portion of the proposal is confidential even under the CPRA, the party: 1) must clearly label each document and/or page deemed a confidential document 2) the legal rationale supporting such contention including specific references to applicable provisions of the Public Records laws of the State 3) must actively defend against any request for disclosure of information which the party has determined should not be released, and 4) must indemnify and hold harmless the City from any loss, claim or suit, including attorneys' fees, brought by a person challenging the City's refusal to release the documents. The City will not, under any circumstances, incur any expenses, or be responsible for any damages or losses incurred by a party submitting a proposal or any other person or entity, because of the release of such information. The City will not return the original or any copies of the proposal or other information or documents submitted to the City as part of this RFP process. **NOTE THAT THE CITY MAY NOT RECOGNIZE PROPOSALS WHERE ALL OF THE INFORMATION, VIA A BLANKET STATEMENT, IS SUBMITTED AS PROPRIETARY INFORMATION OR A TRADE SECRET. SUCH PROPOSALS MAY BE FOUND NON-RESPONSIVE.**

COST RELATED TO PROPOSAL PREPARATION: The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, or any other aspects of the entire RFP process.

COMPLIANCE WITH LAW. Proposer warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

LICENSES, PERMITS, FEES, AND ASSESSMENTS. Proposer represents and warrants to City that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services requested in this RFP. Proposer represents and warrants to City that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the Agreement if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the Work and Services under the Agreement if so awarded. Proposer shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Proposer's performance of the Work and Services required under the Agreement if so awarded. Proposer shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

BUSINESS LICENSE: The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

INVESTIGATIONS: The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm 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 firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

NONCOLLUSION: The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal. Proposer must execute an Affidavit of Non-Collusion provided as **Attachment "B"** in the RFP and include it with their proposal.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

SIGNED PROPOSAL AND EXCEPTIONS: Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP 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, including the insurance requirements, must be included in the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

EXHIBIT "C"

CONTRACTOR'S PROPOSAL FOLLOWS THIS PAGE

Proposal For The
CITY OF PALM SPRINGS
TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT
CENTER (TMC) MAINTENANCE SERVICES
(RFP #07-16)



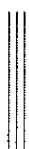
Presented by: **St Francis Electric**

April 26, 2016

1420 Citrus Street Riverside, CA 92507

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Cover Letter

April 26, 2016

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA, 92262
Attention: Craig L. Gladders, C.P.M.
Procurement and Contracting Manager



RE: TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER (TMC) MAINTENANCE SERVICES (RFP #07-16)

Dear Mr. Gladders,

St. Francis Electric (aka SFE) is pleased to respond to the Request for Proposal to provide TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER (TMC) MAINTENANCE SERVICES (RFP #07-16) for the City of Palm Springs . to provide the City with certified personnel, vehicles and equipment, and materials as necessary to maintain the City's traffic signals, traffic interconnect system, traffic management center and related equipment and other requirements such as insurance coverage.

Headquartered in San Leandro, CA, SFE is a California licensed and bonded Class "**A-General Engineering**" and "**C-10 Electrical**" contractor (CA license #1003811). SFE has a long history of servicing California's transportation and electrical needs, proving to be a beneficial resource when dealing with everyday maintenance and operations. Having a core business of traffic signal installation and maintenance, SFE has established itself as one of the top electrical service providers in California, with satellite office locations in Riverside/San Bernadino, San Francisco, San Jose Sacramento, and Napa.

Our company currently has over 250 employees including a solid team of skilled IMSA certified traffic signal technicians, electricians, CA licensed traffic and civil engineers, project managers, and project engineers. SFE is well-established in the industry and having large amounts of inventory allows us to serve maintenance and construction projects effectively. In addition, SFE specializes in installing, programming, and maintaining Intelligent Transportation Systems (ITS) and SFE offers in-house transportation engineering services to the City of Palm Springs along with the traffic signal maintenance proposal herewith included.

SFE takes pride in providing complete solutions to all our clients. We thank you for giving SFE the opportunity to present this proposal and look forward to establishing a working partnership with the City of Palm Springs. Jill Petrie is the assigned Project Manager for servicing the City. Allen Chen will be the main point of contact at SFE with regards to the proposals. Email – AChen@sfe-inc.com; phone (510) 695-0582 and Email – JPetrie@sfe-inc.com; phone 951-304-4903.

Sincerely,

Guy Smith
Vice President

A - Information on our firm: ST. FRANCIS ELECTRIC



1946-2016



The year was 1945, World War II had just ended and Lorenzo Spinardi was discharged from the Army Air Corps. Although he was born and raised on a tomato farm in Merced, California, he decided to settle down and make a go of it in the fast growing San Francisco Bay Area. Mr. Spinardi started as an electrician in San Jose; however, he soon desired his independence.

In 1946, Lorenzo founded ST. FRANCIS ELECTRIC while living in San Leandro, California. The company has remained in business since that time under ownership and direction of the Spinardi Family.

In the early years, SFE offered wiring installation for homes in the numerous new housing tracts that were popping up all over the Bay Area. It quickly gained a reputation for honest, quality work at a fair price. By the late Fifties, in addition to its core business of tract homes, SFE was performing electrical work on commercial buildings and industrial facilities.

Since the core management consisted of Veteran Airmen from the Second World War, it was inevitable that the company would soon be doing work at the local airports. Gradually this division expanded to outlying areas, including Nevada. In those years, SFE was one of the few electrical companies that specialized in this type of work. In 1972, Lorenzo's oldest son, Thomas, joined the company. Also Robert Spinardi joined the company, in 1980. Together with their father, they expanded the company's geographical client base and core service offerings. They successfully completed more complex jobs such as installation of underground utilities, traffic signals, and many airport projects, as well as maintenance contracts.

In the mid-1980's, a decision was made to completely drop residential and commercial work, while devoting resources towards infrastructure development. This required a significant investment in equipment and a specialized trained workforce. Several of the employees from this period are still with the company. They continue to represent some of the best skilled craftspeople in the local industry.

In the past 20 years, SFE has dedicated its goals to perfecting the art of infrastructure work. This quest has involved taking on numerous and a variety of challenging projects. The company's performance on these projects has always been excellent. The level of expertise possessed by the personnel has risen to the highest standard in the industry, and the equipment fleet has grown to be one of the largest owned and operated by any contractor in the Bay Area. Thomas Spinardi retired in 2002, yet still participates in an advisory role on special projects.

In 2003, management was restructured in order to expand the level of previous performance. Robert Spinardi became President, and promoted 3 long time employees to senior staff positions. Under this new management team, SFE was able to increase the volume of work while maintaining the same quality, integrity, innovation, and service that defined its culture and personality.

SFE is celebrating their 70th Anniversary of Electrical Services in the States of California and Nevada. Our longevity has been due to the management and direction of our management, but also underlines the fact that we have in our core teams, experience that has consistently proven to be a key defining item in our heritage. Today, SFE has over 250 employees and services clients throughout California and Nevada.

A (cont'd) - Availability and Understanding

ST. FRANCIS ELECTRIC undertakes the following work as part of this maintenance contract with the City of Palm Springs: the routine preventive maintenance, emergency repairs, and non-emergency maintenance of **83** City maintained traffic signals, **4** City maintained flashing beacon assemblies, **2** City maintained "In Pavement" illuminated cross-walks and **3** City maintained Rectangular Rapid Flashing Beacons (RRFB) including traffic management center equipment as described and listed in the Solicitation.

ST. FRANCIS ELECTRIC agrees to provide routine preventative maintenance, prompt scheduled repairs, and emergency response to the City's traffic signals, traffic signal equipment, flashing beacons, and other related equipment by duly trained and qualified personnel. SFE agrees to provide and maintain emergency service response of the City's traffic signals on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays. SFE agrees that all of the required equipment shall be properly maintained and functional twenty-four (24) hours a day, seven (7) days a week, including holidays. All Emergency and Accident calls will be responded to within two (2) hours of receiving calls. SFE's 24/7/365 traffic signal telephone service helps make this possible: **1-(844)-LIGHT88**.

Many of our team members have worked for municipalities; therefore, we always strive to provide responsive and innovative services to our clients. In order to provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal and flashing beacon equipment, we will proactively communicate with the City officials to inform of field issues encountered for all the services described in this RFP during the contract period.

At ST. FRANCIS ELECTRIC, we understand the importance for the City of Palm Springs to provide quality service to its residents; therefore we are here to do just that. Our focus is to provide the City with high quality, cost effective, trouble free, and innovative maintenance.

ST. FRANCIS ELECTRIC's maintenance team intends to approach this maintenance contract with a desire to provide the best customer service experience for the City of Palm Springs and its citizens. SFE has consistently performed to the highest levels of satisfaction on all of our maintenance contracts with other State of California and City entities. SFE understands that, as a maintenance contractor, we represent the City while working on its streets.

Key Contact Information:

Riverside/San Bernardino Region

Jill Petrie
Southern California Area Manager
 1420 Citrus Street.
 Riverside, CA 92507
 Office: (951)-304-4903
 Cell: (951) 203-4586
 Fax: (951) 274-0061
 Email: jpetrie@sfe-inc.com

Andy Briones
Project Engineer and Administration
 1420 Citrus Street.
 Riverside, CA 92507
 Office: (951)-304-4902

Cell: (951) 202-8652
 Fax: (951) 274-0061
 Email: abriones@sfe-inc.com

24/7/365 Traffic Signal Telephone Service 1-(844)-LIGHT88

Jill Petrie, Andy Briones, Lance Alm and Stephen Petrie of the ST. FRANCIS ELECTRIC team has worked with the City of Palm Springs previously in producing the Schedule of Maintenance, in the actual Maintenance work in the field, as well as in the Billing and Administration of the previous contracts.

ST. FRANCIS ELECTRIC conducts business as an LLC Corporation, in the State of California and was founded in 1946, and was incorporated in 1976.

ST. FRANCIS ELECTRIC, LLC Website is: stfranciselectric.com

Principals of ST. FRANCIS ELECTRIC servicing all California accounts:

- Mr. Robert Spinardi, President
- Mr. Guy Smith, Vice President Operations
- Mr. Andy Amador, Vice President, Sales
- Mr. Randy Krebs, CFO

Offices and Staff

Headquarters

ST. FRANCIS ELECTRIC, LLC
 975 Carden Street
 San Leandro, CA 94577
 Office: (510) 639-0639
 Fax: (510) 639-4653
 24/7/365 Traffic Signal Telephone Service 1-(844)-LIGHT88

Riverside/San Bernardino Region

1420 Citrus Street
 Riverside, CA 92507
 Office: (951)-304-4903
 Fax: (951) 274-0061
 24/7/365 Traffic Signal Telephone Service 1-(844)-LIGHT88

Napa

1850 West Imola Ave
 Napa, CA 94559
 24/7/365 Traffic Signal Telephone Service 1-(844)-LIGHT88

Gilroy

230 Mayrock Rd
 Gilroy, CA 95020
 24/7/365 Traffic Signal Telephone Service 1-(844)-LIGHT88

Sacramento

4545 Harlan Dr
 Sacramento, CA 95826
 24/7/365 Traffic Signal Telephone Service 1-(844)-LIGHT88



A (cont'd) - Additional Contact Information

Maintenance Webpage: <http://stfranciselectric.com/maintenance/>

Maintenance email address: maintenance@sfe-inc.com

24/7/365 Traffic Signal Telephone Service 1-(844)-LIGHT88

Headquarters Contact

Allen Chen P.E., T.E.
Transportation Engineering Manager
 975 Carden St.
 San Leandro, CA 94577
 Office: (510) 639-0639 Ext. 268
 Cell: (510) 695-0582
 Fax: (510) 639-9116
 Email: achen@sfe-inc.com

Responsive Times and Equipment

All ST. FRANCIS ELECTRIC technicians (both on-call and not on-call) are equipped with GPS on all of the company's bucket trucks 24/7 and the trucks are fully equipped with tools, traffic signal gears, and essential cabinet components, another major advantage for quick response time. SFE's 24/7/365 dispatch center will dispatch the on-call technician within 3 minutes after receiving the initial call out from the City. The technician will respond and arrive on site within 2 hours making the proper repair work, and report the incident via the on-line real time Salesforce™. SFE will notify the City on the incident particulars on the next business day and the repair information can be accessed by the City 24/7. All the necessary tools and equipment are located in the Riverside facility.

ST. FRANCIS ELECTRIC agrees to possess, and have readily available in functioning order, all required tools, equipment, apparatus facilities, laptop computers, and materials needed to perform all work necessary to program, maintain, and repair traffic signals and flashing beacons in compliance with current City standards and specifications.

SFE does not have any "negative" History to report in the last 5 years.

B – Project Management and Key Personnel

Key Personnel/Qualifications

Jill Petrie has over 15 years' experience in dealing with this exact scope of work Traffic Signal Maintenance & Response projects. She was responsible for approximately (25) Maintenance & Response contracts and (10) Emergency Response only contracts throughout Riverside & San Bernardino Counties plus many additional City and contractor direct projects outside of the Maintenance & Response Contracts. She and her current SFE staff have worked with the City of Palm Springs doing this work for 6 years, including the help with developing the Cities specified traffic signal equipment. She has helped the City complete Equipment Inventories, Street rename sign change out projects. Foothill rehab projects and ADA upgrade projects. She has worked with the City on Infrastructure upgrades to best utilizing the allotted City's project budget and to also continuously monitor the existing

maintenance/response budget for the City to plan accordingly each fiscal. Completely familiar with City equipment and City staff she is the perfect fit for the City of Palm Springs.

Palm Springs Special Projects Managed By Jill Petrie- SFE Staff	Year	City Contact
4th of July Parade Traffic Route Development and Coordination (7 years)	2008-2015	Marcus Fuller & Savat Khamphou
Christmas Festival of Lights Parade (6 years)	2008-2014	Marcus Fuller & Savat Khamphou
City Street Name Sign Secure Strapping through out City	2009	Marcus Fuller
Various Cabinet foundation Modifications	2011	Marcus Fuller
City wide EVP testing and Vendor Warranty Replacement Coordination	2011-2015	Marcus Fuller
Electrical Storm strike Response & Controller replacement	2012	Dave Barakian
POTUS Visit Coordination	2013-2015	Marcus Fuller & Savat Khamphou
Street Name Sign replacements (22) including CDOT	2014-2015	Marcus Fuller & Savat Khamphou
Video Camera Upgrades various Locations	2014	Marcus Fuller
Neighborhood Sign Project	2015	Savat Khamphou, Lee Bonno & Curt Watts

Project Management Experience	Work Type	Period	Contact Name	Phone
Apple Valley	Maintenance & Response Contract	2007 - 2015	Mr. Mike Cady	(760) 240-7000
Barstow	Maintenance & Response Contract	2012 - 2015	Mr. Domingo Gonzales	(760) 255-5156
Calimesa	Maintenance & Response Contract	2007 - 2015	Mr. Bob French	(909) 795-9801 x235
Cathedral City	Maintenance & Response Contract	2006 - 2015	Mr. Pat Milos	(760) 770-0319
Chino	Maintenance & Response Contract	2013 - 2015	Mr. Mario Flores	(909) 334-3265
Colton	Maintenance & Response Contract	2007 - 2015	Mr. Aftab Hussain	(909) 370-5065
Desert Hot Springs	Maintenance & Response Contract	2011 - 2015	Mr. Daniel Porras	(760) 329-6411 x216
Highland	Maintenance & Response Contract	2006 - 2015	Mr. Carlos Zamano	(909) 503-5653
Loma Linda	Maintenance & Response Contract	2007 - 2015	Mr. Eleazar Rubalcava	(909) 478-4263
Ontario	Maintenance & Response Contract	2007 - 2015	Mr. Don Burden	(909) 214-3778
County of San Bernardino	Maintenance & Response Contract	2001 - 2015	Mr Ed Petre	(909) 387-8239
Twentynine Palms	Maintenance & Response Contract	2007 - 2015	Mr. Jose Neives	(760) 910-3019

Jill Petrie Principal Project Manager of above named projects

SFE proposes the following additional key personnel to perform the RFP required Traffic Signal Maintenance Services for the City of Palm Springs :

Joshua Bailey	Maintenance Division Manager
Allen Chen	Transportation Manager
Jill Petrie	Project Manager
Andy Briones	Project Administrative Support
Vance Gonzales	Consultant and Signal Technician
Lance Alm	Primary Traffic Signal Technician/Electrician
Joseph Munoz	Traffic Signal Technician/Electrician
Stephen Petrie	Traffic Signal/Street Lighting Technician
Ken Mather	Traffic Signal Technician/Electrician
Ben Draper	Traffic Signal Technician/Warehouse Manager
Wes Perry	Superintendent
Mike Delgado	Traffic Signal Technician/Electrician
Mike Watchers	Traffic Signal Technician/Electrician
Dinh Vu	Traffic Signal Technician/Electrician/Lab Technician

B (cont'd) - City Of Palm Springs Key Team Members ~ Summarized Resume

Josh Bailey – Maintenance Division Manager

Joshua has over 16 years of experience in the Traffic Signal and Street Light business in maintenance, construction, inspection, testing, repairs, and modification for public agencies from the Bay Area through Central Valley. Joshua has a reputation for providing excellent customer service and top notch technical knowledge when it comes to traffic signal and ITS.

- Supervisor responsible for managing 40+ employees;
- Previously worked for the City of Livermore as a Traffic Signal Technician;
- **IMSA Level I & II Field and Bench and Level III Field Certified;**
- State Certified General Electrician; (#129257);
- NCCCO Certified Crane Operator with CDL " A" License;
- Experienced with CCTV installation, maintenance and troubleshooting;
- 12+ years of multiple Video Detection installation and maintenance, specifically: Iteris, Autoscope, Trafficon & Aldis;
- Current "C-10 Electrical" and "A- General Engineering" License qualifier for CSLB;
- Versed in 170 and NEMA controller programming;
- Traffic signal communication: ETA Certified, certified fiber optics installer;
- Experienced in TS-1, TS-2, and 332 cabinet troubleshooting and modification;
- Supports the Division as-needed in maintaining traffic signal and street lighting;

Allen Chen – Transportation Engineering Manager

Allen is an experienced Traffic and Civil Engineer with 17 years of working experience. He specializes in traffic signal operation, traffic signal and ITS equipment troubleshooting/programming, traffic signal design and modification, communication system design, traffic signal coordination, traffic safety improvement, traffic control plan design, and traffic calming improvements. Allen has working experience for the governments and private and is an enthusiast in serving the public to achieve a safer and better life for the citizens.

- **Registered California Professional Civil Engineer (C 67936);**
- **Registered California Professional Traffic Engineer (TR 2368);**
- **IMSA Traffic Signal Technician Level I, II & III Field Certified;**
- International Municipal Signal Association (IMSA) Work Zone Safety Certified;
- MS Degree in Mechanical Engineering, Cal Poly, San Luis Obispo, CA;
- BS Degree in Civil Engineering, Cal Poly, San Luis Obispo, CA;
- Previously employed by the City of Fremont and City of Santa Rosa as a traffic engineer, managing operations of 200+ traffic signals;
- Experienced traffic engineer (14 years) in operation of traffic signal , signal cabinet (NEMA TS-1, TS-2, & 332) and controller (170, 2070, & NEMA), TMC/TOC, traffic signal communication systems, RuggedCom and Actelis switches Installation, troubleshooting, and programming, and Intelligent Transportation Systems (ITS);
- Technical savvy in ITS: traffic signal communication system networking, fiber optic network and switch, Ethernet over copper switch, equipment programming, Traffic Management Center setups, CCTV camera, various presence detection systems, and pre-emption systems;
- Extensive experience in developing traffic signal coordination and traffic signal timing; Proficient in troubleshooting and solving traffic signal timing related issues and provide professional solutions;
- Applied and managed grant funding for transportation engineering projects;
- Managed Customer Service Request (CSR) program – proficient in serving the community and understands the importance of excellent customer service;
- Supervisory experience in managing 15 manufacturing employees and 3 traffic engineering technicians;

Jill Petrie – Project Manager (City of Palm Springs Project Manager)

Jill has over 15 years of experience in the Traffic Signal, ITS, and Street Light industry working with numerous Government agencies and contractors. Jill has excellent relationships with manufacturers, contractors, municipalities, Regional Transportation Associations, and State Department of Transportations.

- Jill has previously worked with the City of Palm Springs on the Schedule of Maintenance. She is familiar with the City and its needs;
- Extensive experience in both technical and construction related aspects of the traffic signal and streetlight maintenance industry;
- Experienced in scheduling, coordinating field work, support calls and intersection turn-ons;
- Familiar with Caltrans Specifications and MUTCD requirements;
- Experience with estimating & take-offs of Traffic Signal Equipment;
- Extensive Best price purchasing and material negotiation with vendors;
- A vast exposure to all types' traffic signal gear, components and equipment to assist all agency needs including Signal Cabinets, Traffic signal standards, Controllers, Service Meters, Battery Backup systems, Emergency Vehicle Pre-Emption and Video Detection systems;
- Assisting Agencies with LED retrofit projects, Infrastructure solutions and Public Safety Concerns;

Andy Briones – Project Engineer Administrative Support (City of Palm Springs)

Andy has over 9 years of experience in managing traffic signal maintenance, repair and construction contracts.

- Andy has worked with the City of Palm Springs on the Schedule of Maintenance as well as the maintenance project billing, and is very familiar with the City of Palm Springs requests for service.;
- Possesses strong written and oral skills when dealing with customers and professionals;
- Provided forecasts and maintained project schedules & equipment;
- Microsoft Office™, SAP®, Salesforce™ Proficient
- Procurement of materials per contract specifications and job staging
- Efficient in Government and City's Invoicing, and Billing
- Technician, Fleet and Dispatch Support
- Agency's liaison in scheduling and coordinating with Contractors and Vendors

Vance A. Gonzales – Consultant Project Manager and Signal Technician

Over 25 years of experience in Traffic Signal manufacturing, maintenance, troubleshooting, installation, and turn on support. Vance is currently with ITERIS as a Product Support Engineer and will provide consultant services to SFE to lead the maintenance support. Vance has extensive experience from manufacturing, installation, engineering, trouble shooting, testing within the traffic signal industry. Vance has IMSA Level III certification.

- Supervising and management experience;
- **IMSA Level I & II & III & Senior field Level III Certified, IMSA Traffic Signal Inspector Certified, IMSA Fiber Optic Certified, and IMSA Traffic Maintenance Certified;**
- Factory trained TSI and TS2 – Econolite, Siemens, and Naztec;
- Extensive training from EIT - UC Berkeley, Adaptive traffic systems, 170/2070 controller – Safetran and McCain, ITS cabinet and controller, signal timing, coordination, and design;
- Experienced in video detection on all manufacturing – Iteris, Naztec, Flir, Aldis, Autoscope, and Leddartec;
- Experienced in Traffic Management Center installation & in wireless communication 900.2.4 4.9 5.8;
- Experienced in traffic signal communication networks – fiber, Ethernet over copper (Actelis), and various types of managed switches and servers, video management software;

- 10 years with SMI Peek in traffic signal equipment installation and maintenance, 4 years with Synchronex in installation and cabinet modification, 11 years with ITERIS in traffic equipment installation, video detection, Clary battery backup system and Encom Radios;

Lance Alm – Traffic Signal Technician/Electrician

Lance has over 9 years of experience in the Traffic Signal Maintenance. Skilled in all aspects of traffic signal and streetlight maintenance and troubleshooting.

- International Municipal Signal Association (IMSA) Work Zone Safety Certified;
- **IMSA Traffic Signal Technician Level I, II & III Field Certified;**
- State Certified General Electrician (#138598);
- Proficient with TSI, TS2, Type 170 and NEMA Controllers;
- Video Detection installation and maintenance, specifically: Iteris, Autoscope, Trafficon & Aldis;
- Experienced with installation and wiring of battery backup system and traffic signal controller cabinets;
- ATSI (Athens Technical Specialist, Inc.) CMU/MMU Testing Equipment Certified;
- Familiarity with Various different Solar and Hard wired Speed Feedback Systems for both installation and troubleshooting;
- Certified for Underground Service Alert (USA) mark outs;
- Intersection inspection and Service Meter installation inspection turn-on support;

Joseph Munoz – Traffic Signal Technician/Electrician

Joseph has over 7 years of experience in traffic signal and street lighting installation & maintenance service. Joseph has been a primary lead installer for LED retrofit projects. These successful retrofit projects have a combined total of well over 15,000 lights.

International Municipal Signal Association (IMSA) Work Zone Safety Certified;

- **IMSA Traffic Signal Technician Level I and II Field Certified;**
- Possesses strong written and oral skills when dealing with customers and professionals;
- Trained for MMU/CMU testing/certification with newest PMCT-8000 ATSI tester;
- Extensive experience is LED retrofit and traffic signal safety lights troubleshooting;

Stephen Petrie – Traffic Signal Technician/Electrician

Stephen has over 4 years of experience in the Street Lighting / Traffic Signal Maintenance and On-Call Emergency response. Skilled in aspects of traffic signal, streetlight maintenance and troubleshooting. Working with CDOT and Municipal Utilities.

- Stephen has worked with the City of Palm Springs on the Maintenance as well on as sign repair and safety lighting;
- **IMSA Level I, Roadway/Street Lighting Field Certified;**
- **IMSA Work Zone Safety Certified;**
- Familiar with TSI, TS2, Type 170 and NEMA Controllers;
- Experienced with installation and wiring of battery backup system and traffic signal controller cabinets;
- ATSI (Athens Technical Specialist, Inc.) CMU/MMU Testing Equipment Certified;
- Familiarity with Various different Solar and Hard wired Speed Feedback Systems for both installation and troubleshooting;
- Certified for Underground Service Alert (USA) mark outs;
- Intersection inspection and Service Meter installation inspection turn-on support

Ken Mather – Traffic Signal Technician/Electrician

Ken has been in the traffic signal and street lighting maintenance business for over 8 years. Ken is a dedicated worker who always treats the clients as his top priority when dealing with the maintenance related issues.

- International Municipal Signal Association (IMSA) Work Zone Safety Certified;
- **IMSA Traffic Signal Technician Level I Field Certified;**
- California certified Electrician (#151265);
- Experience in 332 and NEMA TSI, TS2 cabinet troubleshooting, video detection, and traffic signal interconnection;

Ben Draper – Traffic Signal Technician/Warehouse Manager

Ben is an experienced Warehouse Manager and support agent to our Field staff. He currently has progressed to an “up & coming” traffic signal technician who has his Level I IMSA Certification.

- International Municipal Signal Association (IMSA) Work Zone Safety Certified;
- **IMSA Traffic Signal Technician Level I Field Certified;**
- Worked closely with technicians on SFE's SMUD LED Retrofit project, organizing material and the breakdown of the HPS & MV fixtures to ensure hazardous material was properly disposed;
- Experienced in staging, scheduling & coordinating project material for multi-million dollar contract jobs;
- Maintains necessary levels of Inventory for Traffic Signal, Street Light, and General Electrical components;
- Provides support to fleet manager by keeping trucks, equipment, tools regularly maintained for long-lasting reliable and efficient usage;

Wes Perry – Superintendent

Wes provides support in maintenance services such as USA, detection loop installation, street light and traffic signal pole knockdown installation, foundations, and traffic signal/street lighting conduit installations. Wes has over 20 years of experiences in the traffic signal/lighting maintenance and construction industry.

- Traffic signal maintenance & construction for 20 years;
- International Municipal Signal Association (IMSA) Work Zone Safety Certified;
- **IMSA Traffic Signal Technician Level I and II Field Certified;**
- OSHA - 30 hours of training;
- Extensive knowledge of induction loop installation and repair;
- 7+ years in installing Sensys Systems;
- Extensive experience with CalTrans On-Call TOS Maintenance;
- Sensys Networks Installation and Certification;
- VTA Safety Training and Certification;
- CalTrain Safety Training and Certification;

Michael Delgado – Traffic Signal Technician/Electrician

Michael has 18 years of experience in traffic signal and street lighting installation & maintenance service and miscellaneous electrical work in conduit, conductor, and switched.

IMSA Traffic Signal Technician Level I, II & III Field Certified;

- State Certified General Electrician (#156205);
- Extensive knowledge of traffic signal controller programming NEMA and I70;
- Experienced with traffic signal cabinet installation, maintenance & trouble shooting (NEMA TS-I TS-2, P, M, and 332);
- Specialized in re-lamping of street light fixtures and troubleshooting wire problems;
- Experienced in troubleshooting communication systems and vehicle detection (loop and video);
- Traffic Signal Maintenance & construction for 18 years;

Mike Watchers – Traffic Signal Technician/Electrician

Michael has over 10 years of experience in street lighting installation & maintenance service. Michael

has also been a primary lead installer for LED retrofits. These successful retrofit projects have a combined total of well over 30,000 lights.

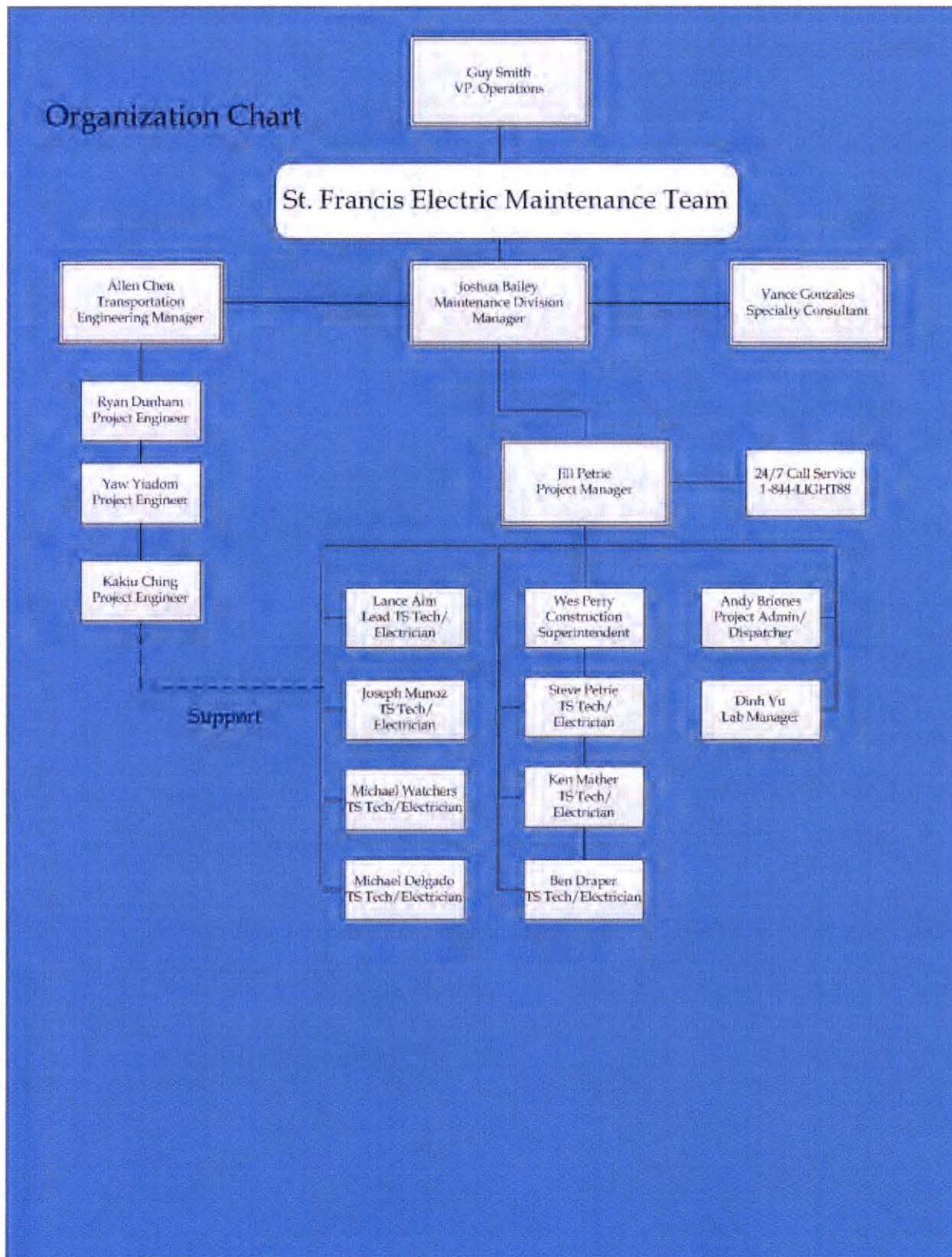
- International Municipal Signal Association (IMSA) Work Zone Safety Certified;
- **IMSA Traffic Signal Technician Level I, II & III Field Certified;**
- Possesses strong written and oral skills when dealing with customers and professionals;
- Proficient in Street Light troubleshooting and general electrician work;
- State Certified General Electrician;
- Experienced with CCTV installation, maintenance and troubleshooting;
- 7+ years of multiple Video Detection installation and maintenance, specifically: Iteris, Autoscope, Trafficon & Aldis;
- Traffic Signal Maintenance & construction for 8 years;

Dinh Vu – Traffic Signal Technician/Electrician/Lab Technician

Dinh has over 40 years of experience in traffic signal and street lighting maintenance service for the major cities in the Bay Area. Dinh has been a primary responder for many emergency calls such as traffic signal pole and cabinet knock downs and is very knowledgeable in trouble-shooting controllers and ITS equipment.

- 20+ years of NEMA & Non NEMA (332) cabinet testing, certification and repair
- **Traffic signal technician/electrician with IMSA Traffic Signal Technician Bench/Field Level II Certifications;**
- Proficient with Eagle EPAC, Naztec Apogee, BI-Tran Systems software;
- Experienced with traffic signal cabinet installation, maintenance & trouble shooting (NEMA TS-1 TS-2, P, M, and 332);
- Knowledgeable in Battery Backup Systems to include Alpha, Dimensions, Myers, and Tesco;
- Experienced with Video Detection software and maintenance, specifically Iteris, Autoscope, Trafficon, Aldis;
- Qualified for ITS equipment installation and repair;
- Extensive experience in traffic signal interconnect system installation and troubleshooting;
- Traffic Signal Maintenance & construction for 40 years;
- Certified electronic technician for over 30 years;
- CMU/MMU testing & certification with the latest ATSI PCMT-8000 tester;

B (cont'd) - Consultant Management Structure

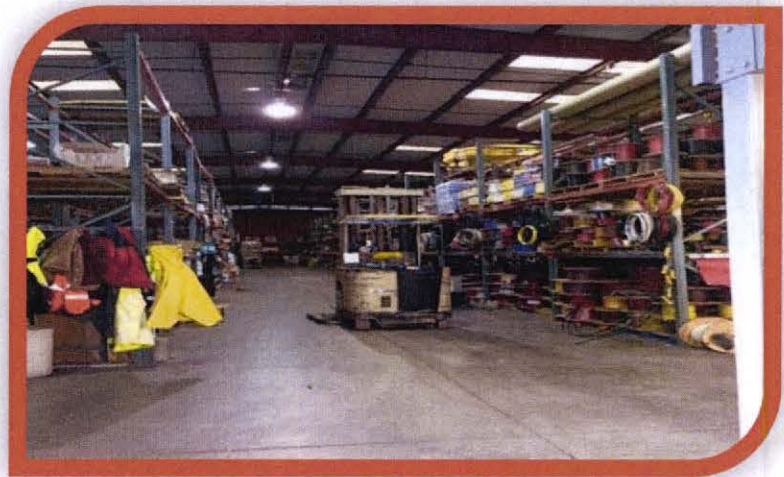


B (cont'd) - Qualifications for Award

ST. FRANCIS ELECTRIC has been in the electrical business for over 70 years. We have provided a track record of success in the contracting and in the maintenance divisions, over these 70 years. We have the senior management team to allow for continued growth and have the path of growth to succeed. We have seen tremendous changes in our industry, and have grown our business along the lines of longevity and stability. We have matured as a company from the early days of SFE into a leader in our industry. We pride ourselves on a close working relationship with our clients and we have continued to create new and lasting relationships with all of them.

ST. FRANCIS ELECTRIC is proud of our heritage and our experience and we offer it within this proposal to the City of Palm Springs.

ST. FRANCIS ELECTRIC has extensive experience in the maintenance work that is being requested. SFE has been in the Electrical business for over 70 years, we also own and operate approximately 100 service vehicles of various types and sizes throughout California.



We maintain management of all of our costs and expenses. Having been in the Electrical business for this 70 years length of time, we have crafted special relationships with our vendor's suppliers and our financial backing. We have worked on projects that have been worth over 20 million dollars and have successfully secured the financing and the manpower to produce the finest work and craftsmanship in this business. We intend to bring our years of experience to this maintenance proposal.

ST. FRANCIS ELECTRIC's maintenance team intends to approach this maintenance contract with a desire to provide the best customer service experience for the City of Palm Springs and its citizens. SFE has consistently performed to the highest levels of satisfaction on all of our maintenance contracts with other State of California and City entities. SFE understands that, as a maintenance contractor, we represent the City while working on its streets.

Many of our team members have worked for municipalities; therefore, we always strive to provide responsive and innovative services to our clients. In order to provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal and flashing beacon equipment, we will proactively communicate with the City officials to inform of field issues encountered for all the services described in this RFP during the contract period. SFE proposes to make every effort to satisfy the City of Palm Springs in responding to the 24/7 unscheduled and emergency work. All Emergency and Accident calls will be responded to within two (2) hours of receiving calls.

SFE does not propose using any outside consultants or sub-contractors for this maintenance contract with the City of Palm Springs.

C – Past Experiences and References

Past Experience with Reference of 3 Previous Municipal Clients

The following cities had a part of the team, Jill Petrie, Andy Briones, Lance Alm and Stephen Petrie of the ST. FRANCIS ELECTRIC team working on their Maintenance Contracts:

Client	Contact	Address	Phone	Email	Term
City of Barstow	Thomas Alva	900 S Avenue H, Barstow, CA 92311	(760) 255-5141	talva@barstowca.org	2012-2015
City of Cathedral City	Pat Milos	68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234	(760) 770-0340	pmilos@cathedralcity.gov	2006-2015
City of Highland	Carlos Zamano	2715 Base Line, Highland, CA 92346	(909) 864-6861 x 254	czamano@cityofhighland.org	2006-2015
County of San Bernardino	Ed Petre	825 E. Third St., Room 115, San Bernardino, CA 92415-0835	(909) 387-8186	epetre@dpw.sbcounty.gov	2001-2015

Project Management Experience	Work Type	Period	Contact Name	Phone	Jill	Andy	Lance	Stephen
Apple Valley	Maintenance & Response Contract	2007 - 2015	Mr. Mike Cady	(760) 240-7000	PM	Admin	TS Tech	TS/SL Tech
Barstow	Maintenance & Response Contract	2012 - 2015	Mr. Domingo Gonzales	(760) 255-5156 (909) 795-9801 x235	PM	Admin	TS Tech	TS/SL Tech
Calimesa	Maintenance & Response Contract	2007 - 2015	Mr. Bob French	(760) 770-0319	PM	Admin	TS Tech	TS/SL Tech
Cathedral City	Maintenance & Response Contract	2006 - 2015	Mr. Pat Milos	(909) 334-3265	PM	Admin	TS Tech	TS/SL Tech
Chino	Maintenance & Response Contract	2013 - 2015	Mr. Mario Flores	(909) 370-5065	PM	Admin	TS Tech	TS/SL Tech
Colton	Maintenance & Response Contract	2007 - 2015	Mr. Aftab Hussain	(760) 329-6411 x216	PM	Admin	TS Tech	TS/SL Tech
Desert Hot Springs	Maintenance & Response Contract	2011 - 2015	Mr. Daniel Porras	(909) 503-5653	PM	Admin	TS Tech	TS/SL Tech
Highland	Maintenance & Response Contract	2006 - 2015	Mr. Carlos Zamano	(909) 478-4263	PM	Admin	TS Tech	TS/SL Tech
Loma Linda	Maintenance & Response Contract	2007 - 2015	Mr. Eleazar Rubalcava	(909) 214-3778	PM	Admin	TS Tech	TS/SL Tech
Ontario	Maintenance & Response Contract	2007 - 2015	Mr. Don Burden	(909) 387-8239	PM	Admin	TS Tech	TS/SL Tech
County of San Bernardino	Maintenance & Response Contract	2001 - 2015	Mr Ed Petre	(760) 910-3019	PM	Admin	TS Tech	TS/SL Tech
Twentynine Palms	Maintenance & Response Contract	2007 - 2015	Mr. Jose Neves		PM	Admin	TS Tech	TS/SL Tech

Additional past experiences and references available upon request.

Current Experience & Additional References

Agency	Description	Contact	Phone & Email	Year/Duration/ Contract Amount
City of Pleasanton	Street Light Maintenance & Repair Services – 7003 Street Lights.	Antonio D'Onofrio	(925) 918-1366 adonofrio@cityofpleasantonca.gov	2014/1-yr+2 \$100,000/yr
City of Richmond	Traffic Signal and Street Light On-Call Repair Services for All Public Works Needed Services. Traffic Engineering Consultant Services.	Yader Bermudez	(510) 774-6300 Yader_Bermudez@ci.richmond.ca.us	2015/3 year \$150K
City of Burlingame	Traffic Signal Maintenance & Repair Services – 21 Traffic Signals and 4 RRFBs.	Andrew Wong	(650) 558-7237 awong@burlingame.org	2015/3-yr \$67,000/yr
City of Lafayette	Traffic Signal and Street Light On-Call Repair Services for All Public Works Needed Services.	Donna Feehan	(925) 766-6542 DFeehan@ci.lafayette.ca.us	2014/On going No Limit
City of Daly City	Traffic Signal and Street Light On-Call Repair Services for All Public Works Needed Services.	Tom Lazzarini	(650) 991-8167 tlazzarini@dalycity.org	2014/On going No Limit
City of Salinas	Traffic Signal On-Call Services – On-Call Services for 106 Traffic Signals, 4 Flash Beacons, 1 Lighted Cross Walk, and 2 RRFBs.	Jose Saucedo	(831) 758-7197 josesau@ci.salinas.ca.us	2014/Annually No Limit
Caltrans District 4	Traffic Operation Maintenance and Repair Services – Service Entire Caltrans District 4 for Loop Repairs, Wire Theft and damage, CCTV, CMS, Traffic Signal and Street Lighting Repair and Maint.	Salvador Borrayo	(510) 377-4186 salvador.borrayo@dot.ca.gov	2013/3 years \$3,000,000
SMUD	Street Light Maintenance – Various Locations (Sacramento, Folsom, Citrus Heights, Elk Grove, Rancho Cordova, Galt, Placer County, Sacramento County)	Cheryl Brooks	(916) 732-5607 cheryl.brooks@smud.org	2015/3-yr \$4,500,000
City of Yuba City	Traffic Signal Maintenance Services – 38 Traffic Signals. Traffic Engineering Consultant Services.	Benjamin Moody	(530) 822-4783 bmoody@yubacity.net	2014/1-yr+4 \$41,000/yr
Mountain House CSD	Traffic Signal Maintenance & Repair Services – 9 Traffic Signals and 2 Illuminated Cross Walks and 1444 Street Lights. Traffic Engineering Consultant Services.	Doug Louie	(209) 831-5619 dlouie@sjgov.org	2014/3-yr+1 \$450,000
City of Fremont	Traffic Engineering Services – Traffic Engineering Consultant, ITS Equipment, and Maintain TMC operations.	Donya Amiri	(510) 490-4757 damiri@fremont.gov	2014/2 years \$50,000

D - Understanding of Scope of Work and Work Proposal

ST. FRANCIS ELECTRIC undertakes the following work as part of this maintenance contract with the City of Palm Springs: the routine preventive maintenance, emergency repairs, and non-emergency maintenance of **83** City maintained traffic signals, **4** City maintained flashing beacon assemblies, **2** City maintained "In Pavement" illuminated cross-walks and **3** City maintained Rectangular Rapid Flashing Beacons (RRFB) including traffic management center equipment as described and listed in the Solicitation.

ST. FRANCIS ELECTRIC understands it is required to perform the inspections of the assigned intersections and assign a sufficient number of technicians to the City as may be necessary to provide routine preventative maintenance to all devices listed in the scope of this contract. SFE will assign regular technicians to the City of Palm Springs to provide routine preventative maintenance during normal business hours, Monday to Friday 8:00 am to 5:00 pm, and to respond to unscheduled/emergency work ("Extra Work") after regular business hours.

In that all preventative maintenance will be billed at an established flat rate as we proposed in this cost proposal, with additional non-routine preventative maintenance services (emergency work/unscheduled repair) paid at hourly labor rates, and vehicle and equipment rates, in accordance with the cost proposal.

Details of Maintenance Items to be Provided

ST. FRANCIS ELECTRIC agrees to perform the inspection for each signalized intersection once every two months for the following work at a minimum:

Routine Preventative Intersection 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, 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 to 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 "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 note for the file. Verify signal timing is current with timing sheet in cabinet. Confirm controller time and dates are correct. (Especially after day light 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/radar or 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 controller display and phone modem, if equipped, located in the cabinet. Report any malfunction immediately.
- **Battery Back-Up System:** Check battery back-up display for AC IN, UPS OUTPUT, and INVERTER indications. All should be on when utility power is supplied to the cabinet. Also, check 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.
- **Traffic Management Center:** Check all hardwired and wireless communication equipment

including cabling, mounting hardware, and auxiliary equipment attached to the traffic signal pole and/or inside the traffic signal controller cabinet to maintain proper communication to the TMC room and at the four Hub stations.

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

- **General:** Remove any easily removed, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify 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 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 (Back-Up) System:**
 1. Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
 2. Perform 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 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 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.**
- **Traffic Management Center:** Equipment inside the TMC room is to be cleaned, dusted, vacuumed, tightened, inspected, adjusted, aligned, organized, and or corrected per the manufacturer recommendations and/or City's preference. Schedule the semi-annual maintenance visit with the city before arriving.

Routine Preventative Flashing Beacon Maintenance (Once Every Two Months)

- Check time clock and Schedule: Reprogram if necessary or during Daylight Savings
- Check Hardwire or Solar: Check all connections for secureness or damages.
- Check Beacon Heads: Check LED's, Heads, Back plates, and for alignment or damages.

Routine Preventative In Pavement Illuminated Crosswalks & Rectangular Rapid Flashing Beacons (RRFB) Maintenance (Once Every Two Months)

- Verify pedestrian detection systems (push button or bollards) are operating properly.
- Check the snugness of the pole mounted cabinet. Make sure interior of cabinet is free of water, ants, and other potential harmful substances.
- Visibly check all mounted LED signs and advance warning LED signs for deterioration, proper mounting, alignment and operation. Report any landscaping that restricts the view of signs to the City.
- Note number of actuation on controller display.
- Check all in pavement and rectangular rapid flashing beacons LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement and rectangular rapid flashing beacons LED displays as needed. (All replacement materials will be billed at time and material rates per contract.)
- Check in pavement LEDs for sealant deterioration, exposed wire, etc.

Traffic Signal Interconnect Systems

SFE agrees to provide a quarterly systems check to ensure traffic signal interconnect systems function in accordance with the timing plans per the City's scope of work.

Caltrans Traffic Signal Equipment

SFE will inventory, maintain, repair and replace equipment located at Caltrans signalized intersections on a case-by-case basis as requested by the City, per the scope of work, and billed time and materials rates per contract.

Underground Service Alert (Dig Alert) Monitoring

SFE will adequately mark all traffic signal conduit and equipment on behalf of the City in accordance with California Government Code Section 4216 *et seq.* After the City has furnished applicable notifications, SFE will coordinate to mark the signalized intersection that may be scheduled for construction work or excavations as evidenced by notification from USA and per the City's scope of work.

Non-Routine Emergency Repairs

SFE agrees to complete the following services under Non-Routine/Emergency Repairs Work, which includes, but is not limited to the following:

- Replace or repair any and all defective parts of the controller mechanism as necessary.
- Replace LED modules, visors, back plates and safety lights components, as needed, or discovered during routine maintenance.
- Maintain a 24-hour per day, seven (7) days per week, non-routine/emergency maintenance services to address signal malfunctions. Signal malfunctions include but are not limited to the following:
 - Burned out LEDs

- Signal on flash
 - Signal knockdowns
 - Missing or hanging signs
 - Turned heads
 - Blackouts
 - Detection problems
 - Controller malfunctions.
 - Wiring problems
 - High wind related issues
- Respond immediately to emergency calls from the City, law enforcement or other public agencies (per Cities direction) to make necessary repairs to the equipment. The source of the emergency call (name, agency, and phone number) shall be indicated on the monthly billing.
 - Replace signal cabinet assembly with a temporary fully functional signal cabinet assembly when the existing cabinet is deemed obsolete, damaged or is malfunctioning.
 - Replace any malfunctioning component of the cabinet assembly with a temporary one until the unit can be repaired or replaced.
 - For the flashing signal lights at the locations provided by the City, SFE agrees to respond 24-hours a day, seven (7) days a week for Non-Routine/Emergency Maintenance Work. SFE will respond immediately to all emergency calls from the CITY, law enforcement or other public agencies to make necessary repairs to the equipment.
 - St. Francis will 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 construction inspection of new traffic signals, whether a City Installed Traffic Signal or a Developer Installed Traffic Signal, up to, but not including final acceptance of work and traffic signal activation. SFE will 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 and the signal work meets specifications. When scheduled, SFE will 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. SFE may be responsible for assuming maintenance responsibilities for all new traffic signals following activation.
 - SFE will also provide controller assembly testing per Caltrans standards.

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

- Emergency and accident maintenance – two (2) hour
- Replacement of burned out signal faces – two (2) hours
- All other signal maintenance – twenty-four (24) hours
- Flashing Beacon – twenty-four (24) hours
- Safety Lighting – forty-eight (48) hours
- Illuminated Street Name Sign Outages – forty-eight (48) hours

D (cont'd) - Identify Key & Critical Issues-Equipment

Some of the "Key" and "Critical Issues" that ST. FRANCIS ELECTRIC has encountered in our prior experiences are with Equipment failures, and Underground wire damage. We have looked back at these items and found ways to help identify, minimize, and reduce cost associated with them. We're training our field to be more efficient in recognizing and finding ways to eliminate the majority of these issues that have caused us and our customer's problems in the past.

In regards to the equipment failures we have found that a lot of the costly repeated callouts to the field have been **Due to Aged Traffic Equipment (DATE)**, and not due to a lack of maintenance.

Component failures increases greatly as the equipment ages and nears or exceeds its life expectancy. When our technicians receive callouts they check log history for any prior similar problems and if they find that it has had more than two calls with the same problem presenting itself they are now checking to verify the age of the equipment they're servicing as a possible fail point. We have found items such as controllers and power supplies to be the main equipment failures and mostly due to age, heat, and coldness causing components to wear out. This type of equipment when new is treated with gels and compounds to protect the equipment from the temperature extremes of heat and cold. These compounds dissipate and wear out after many years in these conditions and over time will cause overheating, repeated fails, malfunctions and ultimately stop working altogether. When a technician finds equipment that has failed due to **(DATE)** we recommend immediately to the Agency to replace it as soon as possible to avoid all of the extra cost it may bring in requiring service call outs.

Wire damage is another key contributor to a lot of the field problems we've found, and can be very costly.

We have recognized that the report of this type of problem runs high during the first rains of winter and the first dry spell of summer. These weather conditions will cause increased insect infestations. In search of food and moisture the insects will enter into the conduits and eat at the coating of the conductors causing exposure, grounding or burning. To help minimize this type of damage and failure our technicians tape, coat, and seal any existing exposed wires they may find.

ST. FRANCIS ELECTRIC will proactively reseal all system conduits with fresh duct seal to help eliminate intrusions and exposure and apply a treatment of insecticide to the pull boxes just prior to these conditions. These items have helped greatly to reduce emergency call outs and costs.

ST. FRANCIS ELECTRIC is constantly reviewing the field issues that we see as soon as they are evident. We are constantly evolving these practices to insure consistently operable equipment.

D (cont'd) - Tracking and Monitoring of Work

It is understood that all preventative maintenance must be accounted for as part of this maintenance agreement. SFE will be utilizing our *Salesforce Project Tracking*™ tool for this function. SFE recognizes that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, we are constantly seeking innovative ways to improve our service delivery. SFE has GPS on all of the company's bucket trucks, providing access to locations of technicians and materials that may be needed at a particular location in the City of Palm Springs.



ST. FRANCIS ELECTRIC is proud to utilize *Salesforce Project Tracking*™ our computerized electronic maintenance and inventory management system. This cloud-based application represents what we believe to be the forefront of customer account management and maintenance tracking in our industry. The City's *Salesforce Project Tracking*™ account will include a complete list of all of City of Palm Springs's intersections, equipment inventory, a log of repair and replacement parts, and records of all routine and emergency calls received for the City.

Recordkeeping of all Work Accomplished

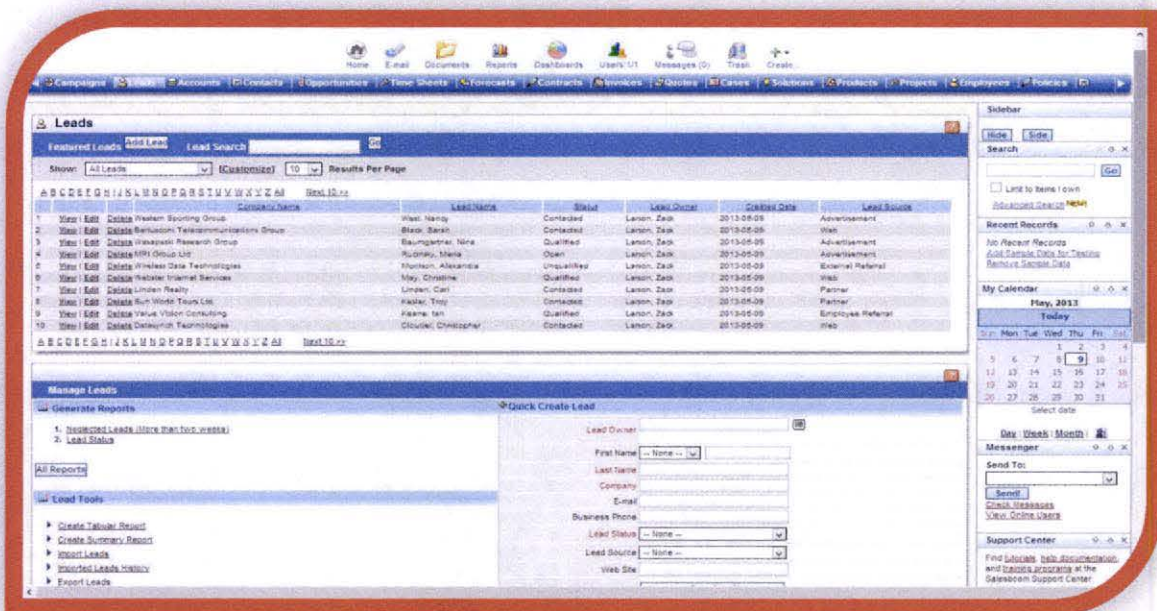
The information handled by Salesforce™ includes:

- Service Request Management and Scheduling, including time stamping and dispatching.
- Scheduled Maintenance Management and Scheduling.
- Location details of technicians and start work/end work times in the case of Emergency call-outs.
- Intersection Details, inventories of equipment, maps, CAD drawing, timing sheets, etc.
- Report Generation: including invoices, materials use, etc.
- Inventory control, including real-time tracking of available and installed equipment.
- Information available to view or download through the Customer Portal, which includes:
 - Real-time status of Scheduled Maintenance and Service Request calls.
 - Real-time Intersection Inventories.
 - Real-time Equipment Inventories.
 - Intersection maintenance histories, maps, CAD drawings, digital photographs.
 - Account information, such as contacts and billing

Essential key functions of this online database are made available to the Public Works Director and staff, all Traffic Engineers and authorized agent(s) to monitor maintenance, service call history, and review all activities performed by SFE technicians working within the City of Palm Springs via their dedicated account.

- Call to Dispatch Center or Office is logged as to time and location of request.
- Dispatch time is noted as well as Technician name that is dispatched
- Arrival time to site of call for service.
- Technician notes of problem(s) discovered, and process to repair.
- Any notes of other circumstances seen by the technician will also be captured.
- Resolution of problems and equipment used or replaced to remedy the location will be noted.
- Technician completion of service call will be noted. Arrival back to office and arrival to dispatch if after hours will be noted by time.

All ST. FRANCIS ELECTRIC work done under this maintenance contract will be verified and available to the City of Palm Springs through this online *Salesforce Project Tracking™* tool.



Salesforce Report Screen Shot

Activity Report

SFE will provide a computerized period activity report to the City by the fifteenth (15th) working day of each month for the previous period's activities. SFE agrees to send (email) the monthly report to the City with the monthly invoice and understands that no payment will be made without submittal of the report. The report shall include the followings:

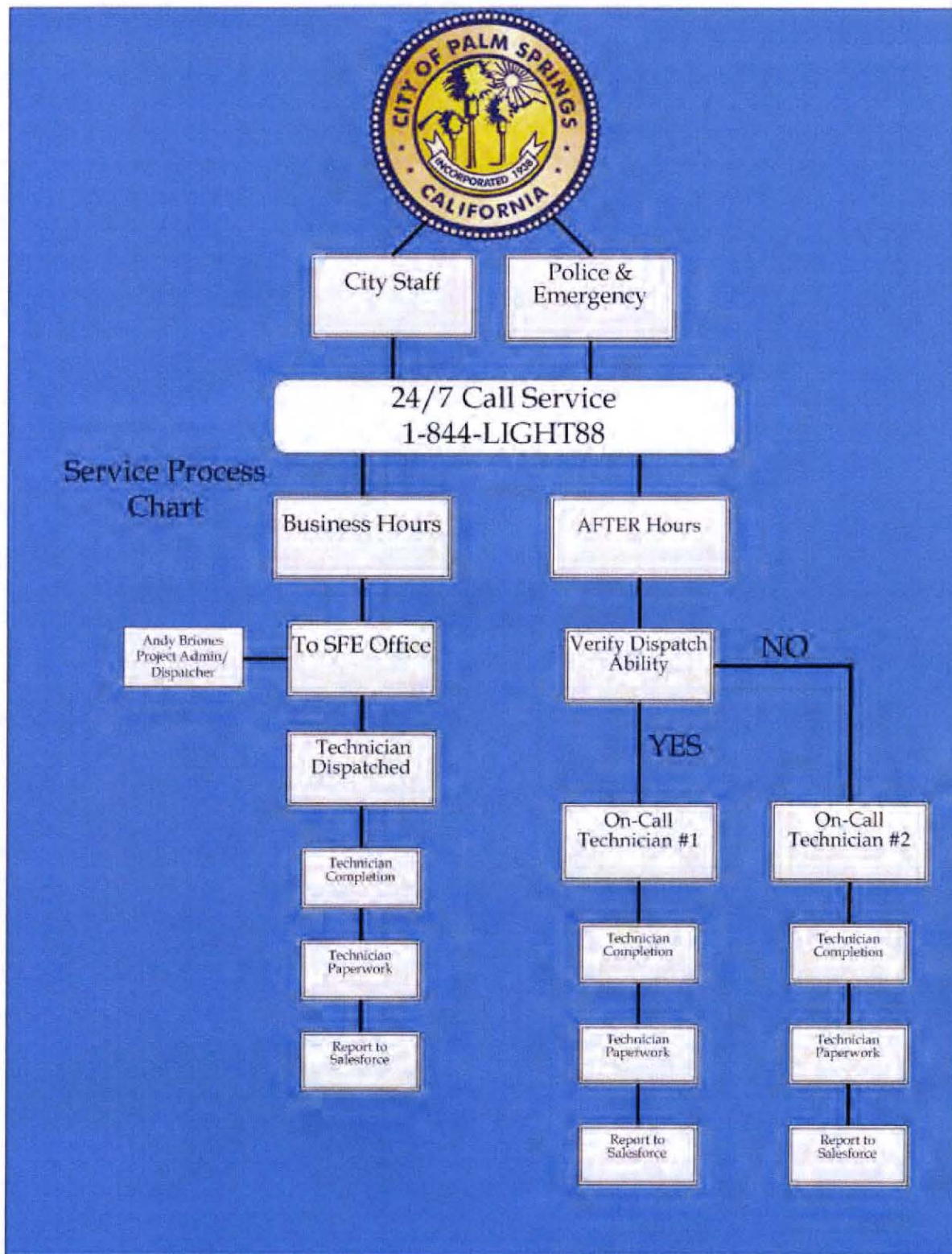
1. **Unscheduled and Emergency Response Work:** Time the service calls were received, time arrived at the location, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to an accident, vandalism or malfunction, and a special listing of locations with three or more calls in one month.
2. **Scheduled Repairs:** A complete record of all work that was performed during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each location/intersection.
3. **Preventative Maintenance:** Time and date the PM work was performed.
4. **Pending Repair List:** Provide a monthly report of all pending repair work needed at each location/intersection. The location/intersection name should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

D (cont'd) - Equipment

The following is a list of equipment owned by SFE, which is available for use on the proposed work as required:

Quantity	Name, Type & Capacity	Condition
8	Bucket Truck, Diesel Gas	Running Great
5	Bucket Truck, Diesel Gas	Running Great
3	Crane	Running Great
17	Dump Truck (Ford, GMC, and Ram)	Running Great
3	Bore Machine, American/Vermeer/Ditch Witch	Running Great
2	Bore Truck	Running Great
16	Arrow Board, Bemis Allmand, Eclipse, Wanco, SolarTech, and Arrow Master	Excellent
3	Concrete Saw, Meco and Core Cut	Running Great
23	Flatbed Truck, Ford, GMC, and Chevy	Running Great
4	Generator, Multiequipt	Excellent
3	Saw Truck, Ford	Running Great
6	Trencher, Ditch Witch and Vermeer	Running Great
7	Light Tower	Running Great
1	Conflict Monitor Tester (ATSI/PCMT 8000, CMU/MMU Tester)	Excellent Brand New
25+	Type-15 Street Light Poles	New
20+	IA, IB, and ID Poles	New
30+	SV and TV Framework Hardware	New
25+	Assorted 6' to 15' Luminaire Arms	New
100+	70w to 400w HPS Luminaires	New
10+	Ped Posts	New
20+	8" 3-section Vehicle Signals	New

D (cont'd) - City to Consultant Reporting Details



E - Local Preference

St. Francis Electric is not a local business of the Coachella Valley.

ATTACHMENT "A"

***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (RFP) # 07-16 for TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER (TMC) MAINTENANCE SERVICES**

SIGNATURE AUTHORIZATION

NAME OF COMPANY (PROPOSER):

ST. FRANCIS ELECTRIC

BUSINESS ADDRESS: 975 CARDEN STREET SAN LEANDRO, CA

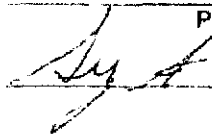
TELEPHONE 510-639-0639 CELL PHONE (510) 695-0582 FAX 510-639-4653

CONTACT PERSON Allen Chen P.E., T.E. EMAIL ADDRESS ACHEN@SFE-INC.COM

A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs 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.

GUY SMITH, VICE PRESIDENT

PRINTED NAME AND TITLE

 4-25-16
SIGNATURE AND DATE

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

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

- An individual;
- A partnership. Partners' names: _____
- A company;
- A corporation If a corporation, organized in the state of: CA

Please check below IF your firm qualifies as a Local Business as defined in the RFP:

- A Local Business (Licensed within the jurisdiction of the Coachella Valley). Copy of current business license **is required** to be attached to this document.

2. My tax identification number is: 47-2615956

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) # 001 is/are hereby acknowledged.



REQUEST FOR PROPOSALS (RFP 04-16)

FOR

TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER (TMC) MAINTENANCE SERVICES

ADDENDUM NO. 1

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE RFP DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing an answer thereto:

Q 1: Would it be acceptable to have a Laboratory in California rather than specifically located in Southern California?

A 1: ***Yes; however, the selected firm is responsible for all shipping costs associated with tested materials.***

Q 2: Page 11 paragraph 7 "Compensation for all Caltrans traffic signal equipment maintenance work identified above will be considered as included the established flat rate fee paid per intersection for routine "Preventive Maintenance" work, in accordance with the Cost Proposal, Schedule A, (~~see Attachment "D"~~) 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 Caltrans traffic signal equipment.***" Can you please clarify where the flat rate fee for these Caltrans locations is located at on the Cost Proposal Schedule "A" or is this part of the City's 83 locations as listed on Attachment "E" or will work at these intersections be on a time and materials basis based on the Cost Proposal, Schedules "B & C" ?

A 2: ***The text of the RFP document is incorrect; the fifth paragraph under "Caltrans Traffic Signal Equipment" is hereby revised to read: "Compensation for the Caltrans traffic signal equipment maintenance work identified above will be paid on a time and material basis as "Extra Work", in accordance with the schedule of fees submitted on Schedules "B" and "C"." We apologize for the error.***

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Craig L. Gladders, C.P.M.
Procurement & Contracting Manager
DATE: April 21, 2016

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: St. FRANCIS ELECTRIC

Authorized Signature: [Signature] Date 4/21/16

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.



ATTACHMENT "B"

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL WORK PROPOSAL

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

STATE OF CALIFORNIA) ss
COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he ~~or she~~ is GUY SMITH, VICE PRESIDENT of ST FRANCIS ELECTRIC

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

By: [Signature]

Title: VICE PRESIDENT

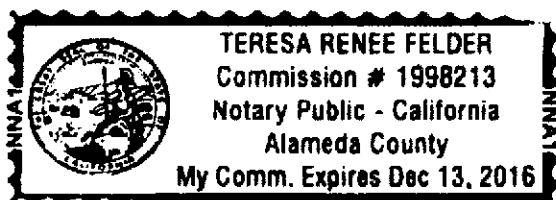
Subscribed and sworn to before me this 21st day of APRIL, 2016.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

Subscribed and sworn to (or affirmed) before me on this 21st
day of April, 2016, by Guy Smith,
Vice President

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



(Seal)

Signature *Teresa Renee Felder*

ATTACHMENT "C"

RFP 07-16
 TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER (TMC)
 MAINTENANCE SERVICES

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR TECHNICAL WORK PROPOSAL*

LIQUIDATED DAMAGES CLAUSE

~~Maintaining the City's traffic signal and traffic management center 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 and traffic management center maintenance services contract to the selected firm. The selected firm, in its Proposal, has committed to providing preventive maintenance of all traffic signal and traffic management center 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 and traffic management center maintenance services are a substantial inducement for City to enter into a traffic signal and traffic management center 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 and traffic management center 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.
 \$600 per instance~~

~~Repetitive calls for service at a single location.
 \$600 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 "C"
(Continued)

RFP 07-
16

TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER
(TMC) MAINTENANCE SERVICES

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. The statement that does apply shall be signed with printed name below.

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



SIGNATURE

GUY SMITH

PRINT NAME

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

**ATTACHMENT
"C"**

**RFP 07-
16
TRAFFIC SIGNAL AND TRAFFIC MANAGEMENT CENTER
(TMC) MAINTENANCE SERVICES**

****THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR
TECHNICAL/WORK PROPOSAL***

**ST. FRANCIS ELECTRIC PROPOSED ALTERNATIVE LIQUIDATED DAMAGES
CLAUSE**

Maintaining the City's traffic signal and traffic management center 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 and traffic management center maintenance services contract to the selected firm. The selected firm, in its Proposal, has committed to providing preventive maintenance of all traffic signal and traffic management center 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 and traffic management center maintenance services are a substantial inducement for City to enter into a traffic signal and traffic management center 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 and traffic management center 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:
\$ 500.00 per instance

Repetitive calls for service at a single location:
\$ 500.00 per repeated call



Will not apply if the proper trouble shooting techniques and or problem isolation methods were applied. Or to intermittent malfunctioning of signal equipment, due to problem may no longer be presenting at time of response.

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: \$ 1,000.00
Call responded to, technician reports to location 3 to 4 hours after notification: \$ 2,500.00
Call responded to, technician reports to location 4 or more hours after notification: \$ 5,000.00

Will not apply if to the extent that any Delay is a direct result of matters or circumstances wholly beyond the control of Contractor.

Appendix

SFE's Insurance Information

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 08/07/2015																																										
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																												
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																												
PRODUCER LIC #0056172 1-888-845-2248 McSherry & Hudson 160 West Santa Clara Street Suite 715 San Jose, CA 95113 Charles M. Griswold INSURED St. Francis Electric, LLC P.O. Box 2057 San Leandro, CA 94577	CONTACT NAME PHONE (A/C, Ho, Ext): 408-550-2130 FAX (A/C, No): 408-550-2119 E-MAIL ADDRESS <table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ALLIED WORLD ASSUR CO US INC</td> <td>19489</td> </tr> <tr> <td>INSURER B: SURICH AMERICAN INSURANCE CO.</td> <td>16535</td> </tr> <tr> <td>INSURER C: NATIONAL UNION FIRE INS CO OF PITTS</td> <td>19445</td> </tr> <tr> <td>INSURER D: SURICH AMERICAN INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER E: TRAVELERS PROF CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ALLIED WORLD ASSUR CO US INC	19489	INSURER B: SURICH AMERICAN INSURANCE CO.	16535	INSURER C: NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER D: SURICH AMERICAN INS CO	16535	INSURER E: TRAVELERS PROF CAS CO OF AMER	25674	INSURER F:																														
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COVERAGES CERTIFICATE NUMBER: 44758819 REVISION NUMBER:																																												
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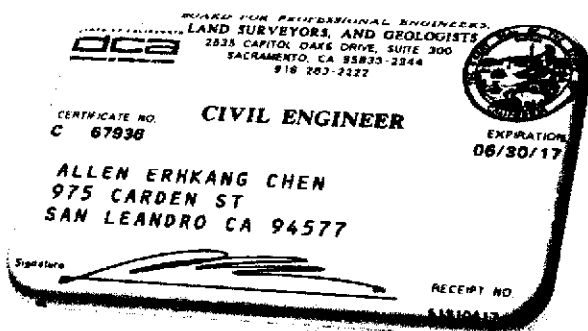
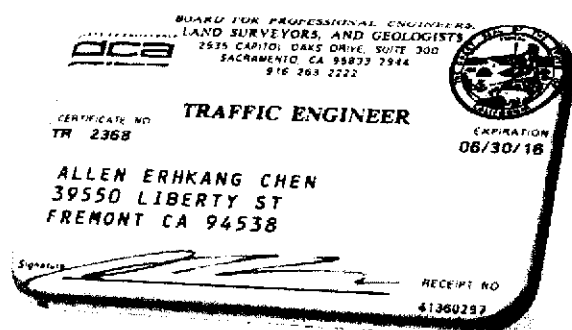
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St. Francis Electric | A and C-10 Licensed Contractor
 1420 Citrus Street Riverside, CA 92507 | Phone (951) 203-4586
stfranciselectric.com | 24/7/365 Traffic Signal Service 1-(844)-LIGHT88

Contractor A and C10 Licenses



In-house California Traffic and Civil Engineer Licenses



Department of Industrial Relation (SB 854) registration Number: 1000022208

EXHIBIT "D"

SCHEDULE OF COMPENSATION

Compensation for all routine "Preventive Maintenance" work identified in Exhibit "A" shall be paid at an established flat rate fee per intersection for those intersections maintained in any given month, in accordance with the rates below. ***No additional, or separate payment shall be made for daily travel time from the Contractor's base of operations to the City.***

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

Compensation for reviewing new traffic signals as identified above shall be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with the rates below.

Compensation for unscheduled maintenance work identified above shall be paid at the hourly labor rates, and vehicle and equipment rates identified below. ***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.***

Compensation for all routine "Preventative Maintenance" work identified in Exhibit "A" , such as the Traffic Management Center, traffic signal interconnect, etc. that are not specifically identified in this schedule will be paid as part of the signalized intersections or items identified in the Flat Rate fee and no additional compensation will be made therefore.

Special Note: The flat rate fee per intersection below represents total compensation for all labor and materials necessary to provide routine "Preventive Maintenance" work as described in Exhibit "A"; 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). The Contractor shall 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 Exhibit "A".

The City expects traffic signal and traffic management center 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 Contractor to be subject to liquidated damages.

EXHIBIT "D-1"
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: **\$125.50**.

12" FLASHING BEACON PREVENTIVE MAINTENANCE - FLAT RATE:

Preventive maintenance (once every two months) at a "Flat Rate" amount per intersection for those 12 inch flashing beacon assemblies listed as listed in this Solicitation regardless of facilities: **\$38.50**.

"IN PAVEMENT" ILLUMINATED CROSS WALK AND RECTANGULAR RAPID FLASHING BEACON PREVENTIVE MAINTENANCE - FLAT RATE:

Preventive maintenance (once every two months) at a "Flat Rate" amount per location for those "In Pavement" illuminated cross walks and Rectangular Rapid Flashing Beacons listed as listed in this Solicitation: **\$48.50**.

USA – DIG ALERT SERVICES - FLAT RATE:

Underground Service Alert (USA) "Dig Alert" services at a "Flat Rate" amount per intersection per occurrence: **\$125.00**.

EXHIBIT "D-2"
UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK")
LABOR SCHEDULE OF FEES

Labor and Personnel Schedule

	<u>Hourly Straight Time</u>	<u>Hourly Overtime</u>
<u>Operations Superintendent</u> All repair work, both field and laboratory, subject to his approval and direction.	\$ <u>82.00</u>	\$ <u>136.00</u>
<u>Engineering Technician</u> Provides liaison, assists traffic engineer on systems and provides technical data.	\$ <u>82.00</u>	\$ <u>136.00</u>
<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>79.50</u>	\$ <u>134.00</u>
<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>79.50</u>	\$ <u>134.00</u>
<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>79.50</u>	\$ <u>115.00</u>
<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>79.50</u>	\$ <u>134.00</u>
<u>Traffic Signal Laborer</u> Primary duties are to assist the signalman and crew in knockdown repairs and field modifications as directed.	\$ <u>50.00</u>	\$ <u>92.00</u>

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).

EXHIBIT "D-3"
UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK")
VEHICLE AND EQUIPMENT SCHEDULE OF FEES

PERSONNEL VEHICLE	<u>\$5.00</u> per Hour
PICKUP TRUCK	<u>\$10.00</u> per Hour
SERVICE TRUCK	<u>\$15.00</u> per Hour
PAINT RIG TRUCK	<u>\$27.00</u> per Hour
TELSTA TRUCK (Hydraulic type - man lift)	<u>\$27.00</u> per Hour
AIR COMPRESSOR	<u>\$5.00</u> per Hour
WATER TRUCK	<u>\$20.00</u> per Hour
BIG CONCRETE SAW	<u>\$5.00</u> 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 15% 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.

Adjustment of Fees

Commencing on July 1, 2017, and each July 1 thereafter, the schedule of hourly billing rates shall be adjusted based on the Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside-Orange County, CA area as determined by the U.S. Department of Labor, Bureau of Labor Statistics, for the previous year using the most recent monthly index (i.e. April to April). Adjusted hourly rates shall be rounded to the nearest whole dollar.

END EXHIBIT "D"

EXHIBIT "E"

SCHEDULE OF PERFORMANCE

The Schedule of Performance for the various work items is described throughout the Agreement, Scope of Services, and attachments made part of this contract.