



City Council Staff Report

Date: February 18, 2009 NEW BUSINESS

Subject: AWARD OF CONTRACT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES WITH REPUBLIC ITS

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The City requires professional contracting services to provide routine traffic signal maintenance services, emergency repair services, non-emergency maintenance and new equipment upgrade and installation associated with the City's 78 City maintained traffic signals, 5 City maintained flashing beacon assemblies, and 2 City maintained "In Pavement" illuminated cross-walks. Following a formal solicitation process, staff is recommending award of a multi-year service contract with Republic ITS.

RECOMMENDATION:

- 1) Terminate Agreement No. 4725 with the County of Riverside, effective April 1, 2009; and
- 2) Approve Agreement No. _____ with Republic Intelligent Transportation Services, Inc. (dba Republic ITS), for Traffic Signal Maintenance Services; and
- 3) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On June 18, 2003, the City awarded a service contract to the County of Riverside to provide the City with traffic signal maintenance services. The contract has no defined term, and may be terminated upon 30 days written notice.

Over the years, Riverside County has provided reasonable traffic signal maintenance services for the City; however, staff has determined a need for more thorough, or "turn key" traffic signal maintenance services than the County of Riverside has been able to provide. For example, on May 26, 2007, a single car collision occurred at Indian Canyon Drive and Ramon Road. The vehicle collided with the City's street light pole,

causing that light pole and, because all of these poles have attached overhead wires, the light pole north and traffic signal south of the collision to be pulled down.

The collision caused significant damage to the traffic signal system, damage that the County of Riverside was unable to repair itself. This fact required City staff to prepare a traffic signal modification plan and bid the repair work as a typical public works project which was awarded by Council on January 9, 2008, and completed by the contractor on June 13, 2008. In this case, more than 1 year passed before the traffic signal was repaired to its original condition due to the knock-down. In 2008 there were several vehicle collisions with traffic signals, and the County of Riverside's inability to provide the City with turn-key services prompted staff to consider alternative contractors.

Staff prepared a Request for Proposals (RFP) for traffic signal maintenance services, with a thorough scope of work that would provide the City with "turn-key" traffic signal maintenance services, including: routine preventive maintenance, Underground Service Alert (USA) marking of traffic signal utilities, Unscheduled "Extra Work", Emergency Work, and City-initiated upgrades and new installations. Included with the RFP was staff's requirement for Liquidated Damages to ensure the selected contractor would adhere to the required performance schedule, and that repeated calls for service at a traffic signal would not be received. Staff's recommended Liquidated Damages clause states:

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

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

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

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

The RFP was released on October 24, 2008, and by the deadline of 2:00 P.M. on December 12, 2008, proposals from the following firms were received:

1. Team Econolite; Anaheim, CA
 2. Republic ITS; Novato, CA
- (The County of Riverside was invited to submit a proposal, but declined).

The two proposals were evaluated by Engineering Department staff, and a consistent recommendation was made to pursue a contract with Republic ITS. This recommendation was based on the fact that Republic ITS confirmed its ability to comply with the scope of work and performance schedule stated in the City's 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. The costs listed by Republic ITS were all lower than those costs listed by Team Econolite.

Engineering Department staff also made many inquiries with other cities throughout California to determine which contractors most cities use for traffic signal maintenance services. Without a doubt, the vast majority of cities throughout California use Republic ITS for traffic signal maintenance services. (According to their proposal, Republic ITS provides traffic signal maintenance services to 172 cities throughout California). A final factor in staff's recommendation was the fact that Republic ITS has a main service yard in Riverside, and a traffic signal laboratory in Anaheim, and are, therefore, able to comply with the City's stated requirement to a 2 hour maximum response time.

Traffic signals and related systems are complex electrical systems, and require special expertise. Staff continuously receives calls from the public regarding traffic signal timing problems, or complaints regarding traffic progression on the major arterials. Given that 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, one critical factor in staff's recommendation to terminate the City's contract with the County of Riverside and find an alternative contractor is the apparent inability of the County of Riverside to provide the expertise necessary to troubleshoot the traffic signal timing and interconnect systems. This criteria was explicitly stated in the City's RFP, and Republic ITS has offered several traffic signal technicians to the City who are trained and experienced to operate traffic signal interconnect systems.

It will be our expectation that calls from the public regarding traffic signal timing problems, or complaints regarding traffic progression on the major arterials will decrease once Republic ITS has had a chance to provide its services to the City.

Staff is recommending that this contract be a multi-year contract. Since the recommendation includes terminating the existing contract with the County of Riverside prior to the end of the current fiscal year, it is recommended that the new contract with Republic ITS have an initial term of three months (from April 1 to June 30) to close out the current fiscal year, and thereafter have an "Original Term" of three (3) years extending from July 1, 2009, to July 1, 2012. Subsequently, the contract includes two, two (2) year extensions allowed at the discretion of the City Manager. Therefore, this contract may have a seven (7) 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 Region, which would take effect beginning with the second full year of the contract on July 1, 2010.

FISCAL IMPACT:

The existing traffic signal maintenance services contract with the County of Riverside had an initial fiscal year maximum contract amount of \$150,000 per fiscal year, with all services paid on a time and materials basis. For each of the first three fiscal years of their contract the County of Riverside's fees for traffic signal maintenance did not exceed this maximum. However, during the 2006/2007 fiscal year there were a significant number of vehicle collisions with traffic signals, which increased their fees to nearly \$200,000 that fiscal year.

One factor prompting staff to consider an alternative contractor is the fact that the County of Riverside invoiced the City on a quarterly basis and their finance and invoicing system is 6 months or more behind (and in some cases a year behind). The final quarterly invoice for the 2006/2007 fiscal year was not received until May 2008. Republic ITS uses a finance and invoice system that is maintained current on a month-to-month basis, and will invoice its services on a monthly basis, allowing staff to monitor costs in a timely manner.

The flat rate fee for routine preventive maintenance services is \$85 per intersection, and \$65 per flashing beacon or in-pavement lighted cross-walk. With a performance schedule of routine maintenance provided every other month, the total monthly flat rate fee is \$3,542.50 or \$42,510 annually. All calls for unscheduled/extra or emergency work will incur the labor and equipment rates listed in the contract, which are considered competitive and reasonable. (The labor rates range from \$85 per hour for Operations Superintendent to \$60 per hour for Traffic Signal Laborer; and equipment rates range from \$28 per hour for a hydraulic lift truck to \$15 per hour for a service vehicle).

The contract includes the following terms for compensation:

Establishes compensation for the initial term of April 1 to June 30, 2009, at \$30,000. This cost will be offset by the early termination of the County of Riverside contract.

Establishes a maximum contract amount of \$200,000 annually for the fiscal year commencing July 1, 2009.

Funding for this contract will be budgeted from the General Fund in account 001-4301-43200 (Contractual Services).

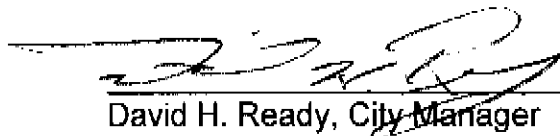
Submitted:



David J. Barakian
Director of Public Works/City Engineer



Thomas J. Wilson
Assistant City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. Agreement

**TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC
(dba REPUBLIC ITS)**

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into this ___ day of _____, 2009, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and Republic Intelligent Transportation Services, Inc. (dba Republic ITS), a California corporation, ("Contractor").

RECITALS

A. City has determined that there is a need for routine traffic signal maintenance services, emergency repair services, non-emergency maintenance and new equipment upgrade and installation related to the City's traffic signal system, consisting of 78 traffic signals (as of the date of this Agreement), 5 flashing beacon assemblies (as of the date of this Agreement), 2 "In Pavement" illuminated cross-walks (as of the date of this Agreement), traffic signal interconnect systems, and associated improvements (the "Project").

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

C. Based on its experience, education, training, and reputation, Contractor is qualified to provide the necessary services to City for the Project and desires to provide such services.

D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide services to the City as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide traffic signal maintenance services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit A "Scope of Services and Schedule of Performance," and incorporated herein by reference (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local

laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

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 schedule of performance set forth in Exhibit A "Scope of Services and Schedule of Performance." Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. 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 A-2 "Flat Rate Maintenance Schedule", Exhibit A-3 "Labor Schedule", and Exhibit A-4 "Vehicle and Equipment Schedule," which total amount shall not exceed \$200,000.00 within each fiscal year, commencing July 1, 2009, and any subsequent fiscal year, unless the \$200,000 maximum fiscal year amount is otherwise increased by subsequent action by the City Council. For the purposes of establishing an initial maximum contract amount for the period commencing April 1, 2009, through June 30, 2009, the total amount shall not exceed \$30,000.00 for that three (3) month period.

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 and Schedule of Performance," 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 and Schedule of Performance," 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.

3.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to City in the form approved by City's finance director, an invoice for services rendered.

prior to the date of the invoice. Payments shall be based on the rates as set forth in Exhibit A-2 "Flat Rate Maintenance Schedule", Exhibit A-3 "Labor Schedule", and Exhibit A-4 "Vehicle and Equipment Schedule," for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

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

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.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit A "Scope of Services and Schedule of Performance." The extension of any time period must be approved in writing by the Contract Officer.

4.3 Liquidated Damages.

Maintaining the City's traffic signal equipment in accordance with established standards, such that the equipment functions as designed in a manner that promotes the public's health, safety and welfare, is the single most important criteria for awarding 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 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 Contractor, and the Contractor's commitment to provide timely traffic signal maintenance services are a substantial inducement for 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.

The following liquidated damages clause shall apply to this Agreement:

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 preventive 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
- (3) 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

4.4 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.5 Term. Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall commence on April 1, 2009, through June 30, 2009, and thereafter continue in full force and effect for a period of three (3) years, from July 1, 2009, and ending on June 30, 2012 ("Original Term").

Ninety (90) days prior to the expiration of the Original Term, the City and Contractor shall meet to evaluate Contractor's performance during the Original Term. Upon a determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the Contract Officer, the City may extend the Original Term for a period of an additional two (2) years, commencing on July 1, 2012, and ending on June 30, 2014 ("First Extension").

Ninety (90) days prior to the expiration of the First Extension, the City and Contractor shall meet to evaluate Contractor's performance during the First Extension. Upon a determination that the services provided by Contractor meet or exceed the standards established by the City, at the sole discretion of the Contract Officer, the City may extend the First Extension for a period of an additional two (2) years, commencing on July 1, 2014, and ending on June 30, 2016 ("Second Extension").

5. COORDINATION OF WORK

5.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: ***James A. Wagner, Vice President of Engineering.*** It is expressly understood that the experience, knowledge, education, capability, 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 hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 Personnel. Contractor agrees to assign the following individuals to perform the services set forth herein. Contractor shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

<u>Name:</u>	<u>Title:</u>
Steven Teal	Southern California Regional Manager
Jill Petrie	Project Manager
Calvin Hansen	Traffic Signal Technician
Tim Walker	Traffic Signal Technician
Fred Bond	Traffic Signal Technician
Minh Tran	Traffic Signal Engineering Technician
Samson Monte	Traffic Signal Technician
Gerardo Anguiano	Traffic Signal Technician
Son Le	Traffic Signal Technician
Mark Rangel	Traffic Signal Technician
Colin Landis	Traffic Signal Construction Groundsman
Cecil Terry	Traffic Signal Construction Foreman
Pete Yanez	Construction Foreman/Crane Operator
Tony Sanchez	Utility/Construction Lead
William Eichmann	Traffic Signal Construction Foreman
Rafael Gomez	Traffic Signal Construction Groundsman
Mike Ortega	Traffic Signal Technician
Mike Powers	Traffic Signal Engineering Technician
Larry Pardue	Traffic Signal Technician
Henry Graves	Construction Maintenance Superintendent

6. INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in Exhibit "B," which is attached hereto and is incorporated herein by reference.

7. INDEMNIFICATION.

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, which Claims arise out of or are related to Contractor's performance under this Agreement, but excluding such Claims arising from the 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 hereunder.

8. RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

8.2 Records. Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and 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.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

8.4 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.

8.5 Cost Records. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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.

9.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.3 Rights and Remedies are 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.

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

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that 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 receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Contractor may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

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

10.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other

person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Contractor:

Republic ITS
Attention: James A. Wagner
371 Bel Marin Keys Boulevard
Novato, CA 94949

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

11.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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///

[SIGNATURE PAGE SEPARATELY ATTACHED]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

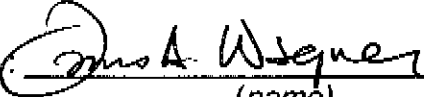
ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

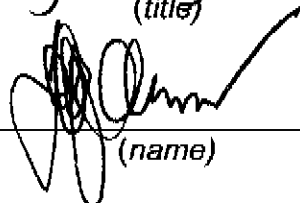
"CONTRACTOR"
Republic Intelligent Transportation
Services, Inc., a California corporation,
(DBA Republic ITS)

Date: 1/30/09

By: 
(name)

VP Engineering
(title)

Date: 1/30/09


(name)

VP, Secretary, Treasurer
(title)

EXHIBIT "A"

**CONTRACTOR'S
SCOPE OF SERVICES/WORK**

Including,

Schedule of Fees

And

Schedule of Performance

EXHIBIT "A"
Scope of Services and Schedule of Performance

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 and related equipment, as identified on Exhibit A-1 "Listing of Signal 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 includes the following:

Technical Services and Maintenance Personnel

The Contractor shall 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 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 the agreed fee schedules, as identified on Exhibit A-2 "Flat Rate Maintenance Schedule", Exhibit A-3 "Labor Schedule", and Exhibit A-4 "Vehicle and Equipment Schedule".

The Contractor shall 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 hardwire and wireless communications technology including troubleshooting, installation and adjustment of external and internal modems;
- 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 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). An inability to provide routine maintenance to each traffic signal may cause the Contractor to be subject to liquidated damages pursuant to Section 4.3 "Liquidated Damages" of this Agreement.

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

The Contractor shall provide a radio dispatch truck 24 hours per day.

EXHIBIT "A"
Scope of Services and Schedule of Performance

The Contractor shall have a complete traffic signal laboratory located in southern California.

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

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

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

The Contractor shall provide professional traffic engineering design services, as required by the City.

Preventive Maintenance

The Contractor shall provide preventive maintenance for the traffic signal and related equipment, as identified on Exhibit A-1 "Listing of Signal Equipment". The Contractor shall furnish and use a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall 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 Contractor shall 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

EXHIBIT "A"
Scope of Services and Schedule of Performance

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.

EXHIBIT "A"
Scope of Services and Schedule of Performance

- Detector Operation (inductive loops): Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check also that a call is placed on the correct controller phase.
- Detector Operation (video detection): Verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller.
- Equipment Displays and Indicators: Verify that all LED and LCD displays and indications on all cabinet equipment are working properly.
- Pre-Emption Devices: Test any pre-emption devices for proper operation.
- System Telemetry: Check the operation of telemetry on 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.

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.

EXHIBIT "A"
Scope of Services and Schedule of Performance

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.

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.

EXHIBIT "A"
Scope of Services and Schedule of Performance

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 the established flat rate fee per intersection for those intersections maintained in any given month, in accordance with Exhibit A-2 "Flat Rate Maintenance Schedule". (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 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 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 required by this Agreement. The City expects traffic signal technicians to be regularly assigned to the City as necessary to provide routine preventive maintenance, and to respond to unscheduled/emergency work ("Extra Work") during regular working hours (8:00 AM to 5:00 PM, Monday through Friday). An inability to provide maintenance to each traffic signal every other month may cause the Contractor to be subject to liquidated damages pursuant to Section 4.3 "Liquidated Damages" of this Agreement.

"In Pavement" Illuminated Crosswalks

The Contractor shall provide preventive maintenance for the "In Pavement" illuminated crosswalks, as identified on Exhibit A-1 "Listing of Signal Equipment". The Contractor shall furnish and use a preventive maintenance checklist form approved by the City for each inspection. The Contractor shall 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 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.

EXHIBIT "A"
Scope of Services and Schedule of Performance

- Check all in pavement LED displays to ensure that they are secure and operating properly. Replace damaged or malfunctioning in pavement 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 the established flat rate fee per location for those locations maintained in any given month, in accordance with Exhibit A-2 "Flat Rate Maintenance Schedule". (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 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 bush buttons, faulty vehicle detection, faulty communication, etc.), and recommend appropriate repairs necessary for system operation in accordance with the timing plan. Repairs necessary to improve the function of traffic signal interconnect systems shall be compensated as "Extra Work".

Special Note: Maintenance of the traffic signal interconnect systems is a critical component of the City's required services. The Contractor shall 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 Exhibit A-2 "Flat Rate Maintenance Schedule". No additional, or separate payment will be made for monitoring the function and operation of traffic signal interconnect systems. Compensation for any necessary repairs to traffic signal interconnect systems will be paid as "Extra Work".

Underground Service Alert (Dig Alert) Monitoring

The Contractor shall 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.

EXHIBIT "A"
Scope of Services and Schedule of Performance

Compensation for providing USA – Dig Alert services identified above will be paid at a flat rate per occurrence in accordance with Exhibit A-2 "Flat Rate Maintenance Schedule". ***No additional, or separate payment will 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.

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 the 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

EXHIBIT "A"
Scope of Services and Schedule of Performance

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

EXHIBIT "A"
Scope of Services and Schedule of Performance

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 Exhibit A-3 "Labor Schedule", and Exhibit A-4 "Vehicle and Equipment Schedule". ***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 Contractor shall maintain any additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of the City.

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

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

No upgrade work shall be commenced or undertaken unless authorized by the City. Said authorization is a condition precedent to receiving any reimbursement for upgrade work. Work shall be performed in accordance with the Standard Plans (current) and Section 86 of the Standard Specifications (current) for the State of California, Department of Transportation and the City of 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

EXHIBIT "A"
Scope of Services and Schedule of Performance

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 with the City's designated representative and the installing contractor. The Contractor 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 Exhibit A-3 "Labor Schedule", and Exhibit A-4 "Vehicle and Equipment Schedule".

Warranty Service

During the period of warranty, the Contractor shall 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.

EXHIBIT "A-1"
Listing of Signal 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 Granvia 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 Desert Fashion Plaza (Pedestrian Signal)
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 Mesquite Avenue
18. S. Palm Canyon Drive at Morongo Road
19. S. Palm Canyon Drive at E. Palm Canyon Drive
20. E. Palm Canyon Drive at Camino Real
21. E. Palm Canyon Drive at Sunrise Way
22. E. Palm Canyon Drive at Cerritos Road/Smoke Tree Lane
23. E. Palm Canyon Drive at Smoke Tree Plaza
24. E. Palm Canyon Drive at Farrell Drive/Barona Road
25. E. Palm Canyon Drive at Araby Drive/Escoba Drive
26. E. Palm Canyon Drive at Auto Center
27. E. Palm Canyon Drive at Cherokee Way
28. N. Indian Canyon Drive at Garnet Avenue
29. N. Indian Canyon Drive at San Rafael Drive
30. N. Indian Canyon Drive at Racquet Club Road
31. N. Indian Canyon Drive at Tachevah Drive
32. N. Indian Canyon Drive at Tamarisk Road
33. N. Indian Canyon Drive at Alejo Road
34. N. Indian Canyon Drive at Amado Road
35. N. Indian Canyon Drive at Andreas Road
36. Indian Canyon Drive at Tahquitz Canyon Way
37. S. Indian Canyon Drive at La Plaza
38. S. Indian Canyon Drive at Arenas Road
38. S. Indian Canyon Drive at Baristo Road
39. S. Indian Canyon Drive at Ramon Road
40. Sunrise Way at San Rafael Drive
41. Sunrise Way at Racquet Club Road
42. Sunrise Way at Via Escuela
43. Sunrise Way at Tachevah Drive
44. Sunrise Way at Alejo Road
45. Sunrise Way at Amado Road
46. Sunrise Way at Tahquitz Canyon Way

EXHIBIT "A-1"
Listing of Signal Equipment

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

FLASHING BEACONS

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

"IN PAVEMENT" ILLUMINATED CROSS WALKS

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

EXHIBIT "A-2"
Flat Rate Maintenance Schedule of Fees

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: \$85.00.

FLASHING BEACON PREVENTIVE MAINTENANCE - FLAT RATE:

Preventive maintenance (once every two months) at a "Flat Rate" amount per intersection for those flashing beacon assemblies listed as listed in this Solicitation regardless of facilities: \$65.00.

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

Preventive maintenance (once every two months) at a "Flat Rate" amount per location for those "In Pavement" illuminated cross walks listed as listed in this Solicitation: \$65.00.

USA - DIG ALERT SERVICES - FLAT RATE:

Underground Service Alert (USA) "Dig Alert" services at a "Flat Rate" amount per intersection per occurrence: \$175.00.

EXHIBIT "A-3"
Labor Schedule of Fees

UNSCHEDULED/EMERGENCY WORK ("EXTRA WORK"):

	<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>\$85.00</u>	<u>\$118.00</u>
<u>Engineering Technician</u> Provides liaison, assists traffic engineer on systems and provides technical data.	<u>\$85.00</u>	<u>\$118.00</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>\$85.00</u>	<u>\$118.00</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>\$79.00</u>	<u>\$110.00</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>\$79.00</u>	<u>\$110.00</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>\$60.00</u>	<u>\$85.00</u>
<u>Traffic Signal Laborer</u> Primary duties are to assist the signalman and crew in knockdown repairs and field modifications as directed.	<u>\$60.00</u>	<u>\$85.00</u>

Engineering Hourly Rates (to be applied to authorized professional traffic engineering services):

Principal Engineer: \$190.00 per hour
 Senior Traffic Engineer: \$175.00 per hour
 Associate Traffic Engineer: \$155.00 per hour
 Assistant Engineer: \$125.00 per hour
 Senior Engineering Technician and Truck: \$115.00 per hour
 CADD Technician: \$95.00 per hour

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; in responding to unscheduled/emergency work ("Extra Work") during regular working hours (8:00 AM to 5:00 PM, Monday through Friday), travel time shall only apply if the traffic signal technician is not already working within the City of Palm Springs at the time of the call for "Extra Work." There shall be no payment for travel time within the City of Palm Springs.

EXHIBIT "A-4"
Vehicle and Equipment Schedule of Fees

PERSONNEL VEHICLE	<u>\$15.00</u> per Hour
PICKUP TRUCK	<u>\$15.00</u> per Hour
SERVICE TRUCK	<u>\$15.00</u> per Hour
PAINT RIG TRUCK	<u>\$25.00</u> per Hour
TELSTA TRUCK (Hydraulic type - man lift)	<u>\$28.00</u> per Hour
AIR COMPRESSOR	<u>\$10.00</u> per Hour
WATER TRUCK	<u>\$15.00</u> per Hour
BIG CONCRETE SAW	<u>\$10.00</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.

EXHIBIT "A-5"
Special Notes Regarding Schedule of Fees

Payment Processing

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 this Schedule of Fees.

Automatic Adjustment of Fees

Commencing on July 1, 2010, the cost for services identified herein will be adjusted automatically based on the Consumer Price Index for "All Urban Consumers", Los Angeles (All Items, 1982-1984 = 100) established by the U.S. Department of Labor, Bureau of Labor Statistics, for the period of May 2009 to May 2010, to establish the adjusted schedule of fees commencing on July 1, 2010. Subsequently, costs for services identified herein will be adjusted automatically for each subsequent fiscal year on July 1, in the same manner as provided herein.

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

EXHIBIT "B"
Insurance Requirements

Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to the City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;

2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

3. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

B. Sufficiency of Insurers. Insurance required herein 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 otherwise acceptable to the City.

C. Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting 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

EXHIBIT "B"
Insurance Requirements

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.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.

EXHIBIT "B"
Insurance Requirements

E. Severability of Interests (Separation of Insureds). This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.