CITY OF LANCASTER

RFP NO. 718-19

Streetlight and Signal Maintenance Services

SUBMISSION DEADLINE

November 12, 2019

BY 2:00 P.M.
(13:59:59)

SUBMIT TO:
Office of the City Clerk
Lancaster City Hall
RFP 718-19
44933 Fern Avenue
Lancaster, CA 93534

For questions concerning this RFP contact by e-mail:
Dan Berkovitz, MBA, SPSM, Purchasing Agent
dberkovitz@cityoflancasterca.org
REQUEST FOR PROPOSALS (RFP) FOR
STREETLIGHT AND SIGNAL MAINTENANCE SERVICES

INSTRUCTIONS TO VENDORS

QUESTIONS REGARDING THIS RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP
must be submitted in writing to Dan Berkovitz, MBA, SPSM, Purchasing Agent at
dberkovitz@cityoflancasterca.org or facsimile number (661) 723-5845 prior to 2:00 P.M., October 31, 2019.

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and
invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral
instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a
Vendor.

CLARIFICATION STATEMENTS

For clarification purposes, the words “Vendor”, “Consultant”, “Contractor”, “Supplier”, “Company”,
“Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall be
read to be one and the same. The words “Bid”, “Quote”, and “Proposal” shall be read to be one and the same.
“City of Lancaster” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall
be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact initiated by any Vendor with
any City representative, other than the representative listed herein, concerning this Request for Proposals is
prohibited. Any such unauthorized contact may cause the disqualification of the Vendor from this procurement
transaction.

PROPRIETARY MATERIAL

Be advised that all information contained in proposals submitted in response to this solicitation may be subject
to the California Public Records Act (Government Code §6250 et. seq.), and information’s use and disclosure
are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as
such. It may then be protected and treated with confidence and confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional
or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such
defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or
misleading statements may be rejected. If, in the opinion of the City’s selection committee, such information
was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a
requirement of this RFP, the Proposal will be rejected. Statements made by a Vendor shall also be without
ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions,
exceptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Vendor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Vendor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Vendor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

PROPOSAL FORMAT AND CONTENT

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Vendor’s demonstrated ability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on completeness and clarity of content.

The proposal shall include an original, five copies and a flash drive containing an electronic version of the proposal. An intended form of agreement should be included as an appendix, and may be treated as an Exhibit to the contract in Exhibit B.

Proposals shall not exceed 30 single-sided pages or 15 double-sided pages and must be typed and arranged/divided in the following sequence to facilitate evaluation:

1. **Cover Letter**

The proposal shall be transmitted to the City with a cover letter stating the Vendor’s understanding of the work to be done, a statement why the firm believes itself to be best qualified to perform, and the name, address and telephone number of the person(s) who will be authorized to represent your firm. The letter shall be signed by an officer of the bidding firm authorized to bind the firm to all commitments made in the proposal.

Address the cover letter as follows:

    Mike Harne
    City of Lancaster
    44933 Fern Avenue
    Lancaster, CA 93534

2. **Company Information**

This section should include contact person (contract/project manager) information, address and telephone number of the company main office and branch offices that may provide service to the City. Any supplemental information that Contractor believes may be pertinent to the selection process may be provided here. If the Contractor is a joint venture, each party of the joint venture shall submit the required forms stated in this RFP.

3. **Company Personnel**
This section should contain names, contact numbers and description of experience, including licenses and/or certifications, and job classifications of all personnel who would be assigned to perform work under the Contract.

Note: All supervisors must have a minimum of three (3) years actual field experience and adequate technical background.

Subcontractors’ names and city of business shall be complete and legible. Clearly state that portion of work to be performed by each subcontractor listed, by trade, and the by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of subcontractors.

Contractor shall be required to perform, with its own forces, contract amounting to at least 50% of the total contract price.

4. Experience and References

Contractor shall provide evidence of three (3) years of experience engaged in Streetlight and Signal Maintenance Services for a Southern California Public Agency of comparable size and scope.

Contractor shall provide evidence of three (3) references for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past three (3) years. The references shall include names, addresses, current email and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients.

Supervisors must have a minimum of three (3) years recent experience working with Public Agencies of comparable size and scope.

5. Pricing

The Contractor shall provide pricing for all work necessary to conduct services as defined by Exhibit A - Scope of Services.

6. Statement regarding Insurance.

The Contractor shall include a statement acknowledging that Contractor is capable of obtaining and maintaining the insurance requirements as included in the Insurance Section of Exhibit B – Sample Agreement. If Contractor is unable to provide evidence of the required insurance, the City may find the Contractor non-responsive.

7. Signature Sheet

Complete the Signature Sheet on Page 9 of this RFP document and include it in the Proposal submission.

8. Other

List any other information that might aid in our selection.
ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Vendors may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Vendors who have furnished or requested an RFP.

If Vendor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Vendor, or an error that reasonably should have been known to the Vendor, Vendor shall submit its Proposal at his/her own risk, and if Vendor is awarded a Contract, Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Vendors. Such Addendum shall also be posted on the City’s website. Vendor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. Vendor shall be responsible for ensuring all addenda are included in its response.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Vendor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

An individual submitting a Proposal shall sign and give his/her name and address.

A partner shall sign for a partnership and the names, titles, and addresses of all partners shall be given. A joint venture shall follow the same requirements.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles, and addresses of all officers of the corporation shall be given. A signature other than a corporate officer’s will be accepted if an authenticated power of attorney or corporate resolution is attached.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Contractor or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF THE CITY
Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right make use of any information or idea contained in the Proposal.

Vendor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

EVALUATION OF PROPOSALS

A committee of at least three staff shall evaluate all Proposals.

Proposals will be evaluated and scored on the following criteria:
  • Demonstrated successful experience with similar types of projects
  • Specific experience of key project team members
  • Satisfaction of previous clients (references)
  • Project understanding and approach
  • Cost of service

After the initial evaluation, if deemed necessary by the City, short-listed vendors may be invited to provide the City with an on-site demonstration, presentation, or interview, of their service or product. If conducted, short-listed vendors will be evaluated during this presentation.

The most highly qualified Vendor shall then enter into exclusive negotiations with the City to formalize the Agreement and Compensation. These negotiations will address a fair and reasonable price for services and other terms of the Agreement. If the City is unable to obtain a fair and reasonable price, or cannot reach an agreement regarding the terms and compensation, then the City will end negotiations with that Vendor and begin negotiations with the next Vendor which best meets the needs of the City, and so on until the City can reach an agreement with a qualified Vendor.

REJECTION OF PROPOSALS

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City’s waiver of an immaterial defect shall in no way modify this RFP or excuse the Vendor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City’s terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Vendor to perform, and the Vendor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy the City that the Vendor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

AWARD OF CONTRACT

Award of Contract or rejection of Proposals will be made upon budget approval, at which time the City will work with the Successful Vendor to develop the implementation plan and timeline. The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further
reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Vendor whose Proposal best complies with the requirements of this RFP. The City reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one contractor.

The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.

**CONTRACT TERM**

The total term of the Agreement is for a period of five (5) years. The Agreement may be extended for additional terms upon mutual agreement in writing by both parties. The City reserves the right to negotiate the term prior to contracting.

Pricing shall remain firm for the initial contract term. Should the option to renew for additional terms be exercised, the City and the Vendor may negotiate any and all pricing increases and term length. Any decrease in costs to Vendor shall be passed through to the City.

**CONTRACT DOCUMENTS - PRECEDENCE**

In submitting a Proposal, the Vendor agrees to enter into an Agreement with the City.

In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City’s Request for Proposals and Addenda, if any
- Vendor’s Response to the Request for Proposals

**EXECUTION OF AGREEMENT**

After notification of intent to award Contract, the following Contract documents shall be signed within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Vendor.

A. The Agreement in the form agreeable to both parties, properly executed by the Vendor.
B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit B.

No Agreement shall be binding upon the City until all documents are fully executed by the Vendor and the City.

**FAILURE TO EXECUTE THE AGREEMENT**

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Vendor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Vendor.

**CANCELLATION**
The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

**ADMINISTRATIVE CONTACTS**

Any questions regarding contractual terms and conditions, proposal format, Attachment A - Scope of Services, or Insurance Requirements shall be directed to:

Dan Berkovitz, MBA, SPSM  
Purchasing Agent  
(661) 723-5845  
(661) 723-6180 fax  
dberkovitz@cityoflancasterca.org

**DUE DATES**

All Proposals (an original and five copies) are due by 2:00 (13:59:59) P.M. on Tuesday, November 12, 2019. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Packages containing RFP’s must be clearly marked on the outside with the name of the Vendor and RFP title. It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in this RFP. Email and facsimile responses will not be considered. Any late Proposals shall be returned unopened, to the Vendor.

**SCHEDULE OF EVENTS**

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Distribution</td>
<td>October 25, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Meeting/Conference</td>
<td>10:30 A.M., November 5, 2019 @ 615 W Ave H</td>
</tr>
<tr>
<td>Last Day to Submit Questions</td>
<td>2:00 P.M., November 5, 2019</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>2:00 P.M., November 12, 2019</td>
</tr>
<tr>
<td>Proposal Evaluation by Committee</td>
<td>Week of November 18, 2019</td>
</tr>
<tr>
<td>Tentative Selection/Award</td>
<td>December 10, 2019</td>
</tr>
</tbody>
</table>
SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 718-19.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Vendor hereby certifies that it has:

☐ Read each and every clause of this RFP and addenda, including Addendum # __________.

☐ Included all costs necessary to complete the specified work in its proposed prices.

☐ Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Vendor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: ___________________________________________________________________

Address: _______________________________________________________________________

Fed ID No: ___________________ DIR # (if applicable): __________________________

Name (print): ___________________________________________________________________

Name (sign): ___________________________________________________________________

Title: _________________________________________________________________________

Telephone: ___________________ Fax: _____________________________________________

Email: ______________________ Date: ____________________________________________

To receive consideration for award, this signature sheet must be returned with the Proposal.
SCBD OF SERVICES

This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it is capable of supplying a product to achieve the City’s objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

1. BACKGROUND

1.1. The City of Lancaster is a thriving community of 172,237 located approximately one-hour north of Los Angeles. Traffic Signal/Lighting group is responsible for maintaining and upgrading traffic signal, smart school crosswalks, radar speed feedback signs, hard-wired and fiber optic communication systems, detection systems, street and parking lot lighting, bollard and walkway lighting, and inspecting all street lights for proper operation.

The City is in search of a contractor or multiple contactors to provide safe, timely, and quality maintenance and repair services for the Traffic signal and lighting assets City wide. The City of Lancaster currently owns and maintains 140 signalized intersections and over 20,000 various types of light and poles. Almost all of these light have been converted to LED fixtures within the last 2 years.

2. OBJECTIVES

2.1. The City of Lancaster maintains a high level of service in signal and street light operations. The City seeks to continue this level of service by supplementing tasks to a maintenance and repair contactor or multiple contractors. The contractors will be required to provide safe and timely responses to various maintenance and repair tasks. They must also provide routine safety, preventive, visual inspections to signal and street light assets.

2.2. This contract may be awarded to multiple vendors. The City will review each section of this scope of work and can potential award each section to a different contractor. For example, if one contractor is determined to be successful in winning the traffic signal maintenance section, but didn’t meet the need of the street light requirement they could only be awarded the traffic signal agreement. A different contract would be awarded the streetlight agreement.

3. CONTRACTOR RESPONSIBILITIES
3.1. Flat Rate Traffic Signal Annual Preventative Maintenance Inspection Tasks.

3.1.1. Inspect exterior of traffic signal cabinet and any other signal components. Remove unauthorized signs, stickers, and posters. Items that cannot be removed or graffiti that cannot be wiped away shall be reported to the City. Inspect and verify cabinet paint and coating for damage or deterioration. Inspect signal components for wear, damage or deterioration.

3.1.2. Inspect cabinet foundation. Visually inspect for damage or deterioration. Inspect cabinet to base seal. Reseal if necessary. Inspect and verify cabinet mounting hardware and anchor bolts. Tighten if necessary.

3.1.3. Inspect all doors gaskets and seals verify that cabinet is water tight. Replace any sealing components that are leaking.

3.1.4. Inspect cabinet vents on doors and top of cabinet. Replace cabinet air filters annually. Verify Cabinet fan operation.

3.1.5. Cabinet handles, locks and hinge are working properly. Lubricate if necessary.

3.1.6. Blow out or brush off cabinet shelves, thoroughly vacuum the interior of cabinet.

3.1.7. Inspect and load test back up batteries. Document results of testing. Verify back up battery system operation. Report any deficiencies to the City.

3.1.8. Inspect poles and mast arm. Inspect for signs of damage, cracks, deterioration and proper alignment. Report any of these items found to the city.

3.1.9. Inspect signal heads, backing plates, and visors for proper torque, damage, or deterioration. Ensure these components are tight and properly aligned. If necessary, tighten or align these components.

3.1.10. Visually inspect and verify that all vehicle indications are operating properly and no obstructions are present. If indication is not working replace as necessary. Report any obstructions to the city.

3.1.11. Inspect all mounting hardware. Check all nuts, bolts and screws for proper torque and verify. Inspect for damage. If necessary, replace or tighten mounting hardware. Report any damage to the City.

3.1.12. Inspect hand hole covers for proper installation or damage. Tighten or replace if hand hole or hand hole hardware is damaged, missing or loose.

3.1.13. Inspect pole tops, mast arm end covers, and tenon covers. Ensure these components are installed and properly mounted.

3.1.14. Inspect vehicle detection camera mounting devices, alignment and hardware. Clean vehicle detection camera lenses. If necessary, tighten or align mount and hardware.

3.1.15. Inspect safety light mounting and operation. If safety lights found inoperable, report to lighting team.
3.1.16. Inspect regulatory signs mounted to traffic signal components. Inspect signs overall condition and for proper mounting. If necessary, tighten mounting components. Report worn or deteriorated signs to the city.

3.1.17. Inspect reflectorized street name sign condition and mounting. Inspect mounting components for wear, verify torque, and inspect for signs of fatigue. Check safety cables and replace if necessary.

3.1.18. Inspect Pedestrian indications. Check pedestrian heads for proper alignment and verify torque. Inspect “walk man and hand” for proper illumination. If count down module, ensure proper operation.

3.1.19. Inspect pedestrian push button for proper operation and mounting. Verify illumination and audible beep if equipped. Report to City if not operating correctly.

3.1.20. Inspect and clean service pedestal.

3.1.21. Inspect and clean pull boxes. Check that covers are intact and adequately secured. Secure cover as needed. Replace damaged or missing covers if necessary.

3.1.22. Complete preventative maintenance check list and provide to City.

3.1.23. Log preventative maintenance inspection in cabinet log book and record in City’s maintenance software.

3.2. **Non-Flat Rate repair items are requested by the City based on preventive maintenance inspection, reported deficiencies, and the City’s Comcate system. They include, but are not limited to the following**-

3.2.1. Replacement of vehicle indications- red, yellow, green led balls and arrows

3.2.2. Replacement of Pedestrian head.

3.2.3. Installation of Reflectorized street name sign.

3.2.4. Replacing signal head.

3.2.5. Installing visor.

3.2.6. Installing backing plate.

3.2.7. Installing regulatory sign on mast arm.

3.2.8. Installation of replacement pedestrian button.

3.2.9. Trouble shooting various electrical issues.

3.2.10. Other signal repairs not listed may require a time and materials quotation.
3.3. Traffic signal Five-year preventative maintenance tasks will require the same item as the annual and will also include additional items listed below. Five year inspections will be completed at 28 of the city’s 140 intersection every year.

3.3.1. Complete annual inspection tasks.
3.3.2. Install new red and green vehicle indications
3.3.3. Paint signal heads, visors, backing plates and mounting frame work.
3.3.4. Install new batteries in battery backup device.

3.4. Flat Rate Streetlight & Safety light Maintenance and Repair

3.4.1. Respond to citizen and staff reported outages, lighting failures or day burning lights.
3.4.2. Troubleshoot and repair various components of lighting (fixtures, photocells, receptacles, wiring, fuses, etc.)
3.4.3. Tighten loose components and adjust fixtures.
3.4.4. Tighten or replace loose or missing hand hole covers.
3.4.5. Remove items hanging from poles (shoes, balloons, etc.)
3.4.6. Remove unauthorized signs or sign mounting devices.
3.4.7. Repair and maintain rural foot lights and bollard lights.
3.4.8. Repair and maintain various parking lot lights throughout the city.
3.4.9. Log repairs and light information in City’s Comcate system and GIS program.
3.4.10. Retrofit or replace fixture with LED if necessary.
3.4.11. In LS2 streetlight system it will be necessary to coordinate with Southern California Edison for any work below city handhold including energizing or de-energizing. LS3 light will allow for trouble shooting from the power pedestal to the end of the lighting circuit, and may require repairs in pull boxes or service pedestal.
3.4.12. City will provide all materials.
3.4.13. Comates and outage reports must be responded to within 48 hours of reporting.
3.4.14. Proper traffic control must be proved at all times. Traffic control must meet MUTCD standards.
3.4.15. During normal working hours, remove debris from knocked down poles and clean up surrounding area. Knocked down poles must be cut down to a transportable size and disposed of at the City maintenance yard.
3.4.16. Identify and repackage defective components for warranty repairs.

3.4.17. Replace damaged overhead wire

3.4.18. Day time inspections of poles city wide to find light that stay on during the day or components are visibly defective.

3.5. **Additional non-flat rate street light repairs include the replacement of knocked down concrete street light poles within 7 days of notification. This process will include the following tasks-**

3.5.1. Removing partially fallen poles or structurally compromised poles.

3.5.2. LS3 lights will include energizing and de-energizing

3.5.3. LS2 will require Edison coordination for energizing and de-energizing

3.5.4. Wire new pole to appropriate location

3.5.5. Install new luminaire arm, fixture, photocell as needed.

3.5.6. Poles will be placed with hand holes facing opposite direction of traffic

3.5.7. Concrete cap to be broken out completely and replaced when new pole is installed.

3.5.8. Jobsite must be secured and properly delineated to keep pedestrians and motorist safe.

3.5.9. Proper traffic control must be set up and maintained at all times. Traffic control must meet MUTCD standards.

3.5.10. Pole, fixtures, photocell, luminaire arm, and wiring will be provided by the city.

3.6. **Night Survey.**

3.6.1. Inspect street lighting at night for inoperative light

3.6.2. Document and tag street lights that are inoperative.

3.6.3. Create work order for repair.

3.6.4. Night survey only to be completed if requested by the City.

3.7. **Replacement of street light foundation.**

3.7.1. Remove existing cap

3.7.2. If necessary, remove existing pole
3.7.3. Intercept conduit
3.7.4. Remove damaged foundation
3.7.5. Set cage and anchors
3.7.6. Reconnect conduit
3.7.7. Pour new foundation
3.7.8. Re-stand pole or install new pole

3.8. Contractor must set up and maintain appropriate traffic control for each operation. Traffic control must meet MUTCD standards for roadway size and speeds.

4. DELIVERABLES

4.1. Contractor shall provide adequate staff to complete required scope of work.

4.2. Contractor shall provide boom trucks, cranes, traffic control vehicles, arrow boards, and any other equipment required to complete work tasks.

4.3. Contractor shall provide trained and qualified staff for each job task. Example- Traffic signal maintenance technician will be required to have certifications in signal maintenance and inspection. Certifications must be provided to the city with the bid response.

4.4. Contractor shall provide staff trained in traffic control and work zone safety. Certification must be provided to the city with the bid response.

5. DUE DATES/SCHEDULES/TIMELINES

5.1. Contractor will provide services Monday through Friday from 6:30 to 3:30.

5.2. Contractor will not work on city holidays. City holidays observed- New Year’s Day, Martin Luther King Day, President’s day, Memorial Day, 4th of July, Labor Day, Veteran’s Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve.

5.3. Requests from the City’s Comcate system shall be responded to within 48 hours.

5.4. Knocked down street light poles will need to be installed within 7 days of reporting.

6. REPORTS AND MEETINGS

6.1. Contractor will be required to report work in City’s Comcate system, GIS layer, Maintenance software and log books depending on the type of work. The report shall be completed at completion of task.
6.2. Meeting with city staff maybe necessary for certain tasks to discuss logistics or procedure. These meeting will be included in flat rate fee, unless related to non-flat rate tasks.

6.3. It may be required that contractor staff meet with City staff to pick up parts or restock their service vehicles with city provided parts. These meetings shall be included in the flat rate and not billed separately.

6.4. Quarterly meeting with contractor management to discuss issues or status of work shall be required, but can be waived by city staff if deemed unnecessary by both the city and the contractor.

6.5. Reports of work shall accompany all billing. Flat rate or non-flat rate items shall be reported.

7. CITY RESPONSIBILITIES

7.1. City will provide all materials for both signal and streetlight repairs and maintenance. In the event of that the city is unable to provide parts, the contractor can provide at a predetermined mark up.

7.2. City will provide documentation for record keeping and if electronic records are needed the City will provide electric device required with required software installed.

8. ASSETS FOR MAINTENANCE AND REPAIR

8.1. Traffic signals- 140 signalized intersections

8.2. Lighting- 18,390 standard concrete street light poles, 434 decorative street lights, 841 safety lights, 85 walkway and bollard lights, 724 various parking lot lights. The City regularly takes ownership of new lighting as part of annexations or acceptance of developments. These light will be added to the maintenance contract at the same billing rate as current light rate.
## Traffic Signal Task Pricing

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Flat Rate Signal Preventative Maintenance</td>
<td>Price Per Inspection-</td>
</tr>
<tr>
<td>3.2.1</td>
<td>Replace Vehicle Indication</td>
<td>Price Per ball or arrow-</td>
</tr>
<tr>
<td>3.2.2</td>
<td>Install new pedestrian head module</td>
<td>Price per head-</td>
</tr>
<tr>
<td>3.2.3</td>
<td>Install Reflectorized street name sign</td>
<td>Price per sign-</td>
</tr>
<tr>
<td>3.2.4</td>
<td>Install replacement signal head</td>
<td>Price for 3 section-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Price for 5 section-</td>
</tr>
<tr>
<td>3.2.5</td>
<td>Install Visor</td>
<td>Price per visor-</td>
</tr>
<tr>
<td>3.2.6</td>
<td>Install backing plate</td>
<td>Price per plate-</td>
</tr>
<tr>
<td>3.2.7</td>
<td>Install regulator sign on mast arm</td>
<td>Price per sign-</td>
</tr>
<tr>
<td>3.2.8</td>
<td>Install replacement Pedestrian button</td>
<td>Price per button-</td>
</tr>
<tr>
<td>3.2.9</td>
<td>Trouble shooting</td>
<td>Price per hour-</td>
</tr>
<tr>
<td>3.2.10</td>
<td>Other repairs no listed</td>
<td>Price per hour-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Material markup-</td>
</tr>
<tr>
<td>3.3</td>
<td>5 Year Preventative maintenance tasks</td>
<td>Price Per-</td>
</tr>
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</table>

## Street lighting Maintenance and Repair Task pricing

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4</td>
<td>Flat Rate Lighting Repair and Maintenance</td>
<td>Monthly-</td>
</tr>
<tr>
<td>3.5</td>
<td>Reinstalling Knocked down Lighting poles</td>
<td>Price per pole-</td>
</tr>
<tr>
<td>3.6</td>
<td>Night Survey</td>
<td>Price per inspection-</td>
</tr>
<tr>
<td>3.7</td>
<td>Replace street Light Foundation</td>
<td>Price Per foundation-</td>
</tr>
</tbody>
</table>
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “AGREEMENT”) is made and entered into this ____ day of ____, 20__, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and _____ (the “CONTRACTOR”).

RECITALS

WHEREAS, OWNER desires to engage CONTRACTOR to perform certain technical and professional services, as provided herein, identified as:

PROJECT # - TITLE (IN ALL CAPS)

WHEREAS, the principal members of CONTRACTOR are qualified and duly registered/licensed under the laws of the State of California, and CONTRACTOR desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

A. **OWNER:** City of Lancaster.

B. **CONTRACTOR:** (company name)

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

**OWNER**

City of Lancaster

Attn:

44933 North Fern Avenue

Lancaster, California 93534

**CONTRACTOR**

(Name, Title)

(Company name)

(address)

(city, state zip)
3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONTRACTOR’S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

   First: This AGREEMENT
   Second: The CONTRACTOR’S Proposal

6. **Description of Work.** OWNER hereby engages CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services” attached hereto as Exhibit “A”. CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in Scope of Services. The Director of Department or his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Department, or his or her designee.

7. **Obligations of the OWNER.**
   A. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in Scope of Services is lump sum $____. CONTRACTOR’S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit “B” attached hereto and made a part hereof.

   B. No payment made hereunder by OWNER to CONTRACTOR, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONTRACTOR of its obligations under this AGREEMENT.

8. **Obligations of the CONTRACTOR.**
   A. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

   B. CONTRACTOR shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.

10. **Hold Harmless and Indemnification.** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or
liabilities whatsoever, including reasonable Attorney’s fees, incurred in or in any manner arising out of or related to CONTRACTOR’S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONTRACTOR agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.

11. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Director of Department and CONTRACTOR.

12. **Non-Discrimination and Equal Employment Opportunity.**

   A. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

   B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

13. **Termination for Convenience.** The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONTRACTOR will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

14. **Termination for Cause.**

   A. The governing board of the OWNER may, by written notice to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

      (1) If CONTRACTOR fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

      (2) If CONTRACTOR fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.
B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONTRACTOR to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONTRACTOR. Upon such termination, CONTRACTOR shall be paid an amount equal to the contract amount, less the cost of hiring another CONTRACTOR to complete CONTRACTOR's services. In the event no new CONTRACTOR is employed, CONTRACTOR shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONTRACTOR, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

15. **Independent Contractor.** CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

16. **Insurance.**

   A. (1) The CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

   **Commercial General Liability**
   - Each Occurrence $1,000,000
   - Per Project General Aggregate $2,000,000
   - Including Products/Completed Operations
   - Including Contractual Liability/Independent Contractors
   - Including Broad Form Property Damage

   **Commercial Automobile Liability**
   - Combined Single Limit per Accident for Bodily Injury and Property Damage $1,000,000

   **Workers Compensation**
   - As Required by the State of California Statutory Limits

   **Employer’s Liability**
   - Each Accident $1,000,000
   - Bodily Injury by Disease $1,000,000
   - Each Employee $1,000,000
Professional Liability
Each Occurrence $1,000,000
General Aggregate $1,000,000

B. For General Liability insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations. Commercial Auto coverage shall be at least as broad as ISO form CA00 01.

C. The CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured’s liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONTRACTOR’S insurance and shall not contribute with it.

G. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the OWNER insured entities.

H. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best’s Key Rating Guide, latest edition.

I. Insurance written on a “claims made” basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the OWNER insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this AGREEMENT was in effect.

J. CONTRACTOR shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER insured entities.

L. Certificates of Insurance must be deposited with the OWNER for all coverage required by this contract. Certificates shall meet the following requirements:
(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the OWNER.

(2) List in the “Descriptions of Operations/Locations/Vehicles/Special Items” section:

**INSERT PROJECT # AND TITLE HERE**

City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

(3) List in the “Certificate Holder” section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

M. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONTRACTOR.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONTRACTOR’S insurance coverage shall be primary insurance as respects the OWNER’S insured entities.

17. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its Director of Department or his or her designee, has issued the Notice to Proceed.

CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER’s Notice to Proceed.

18. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONTRACTOR, then CONTRACTOR shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 14.

B. CONTRACTOR shall submit to OWNER a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. OWNER shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In
such event, OWNER shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

19. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONTRACTOR in the course of performing the work required by this AGREEMENT shall be the property of the OWNER. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONTRACTOR under this AGREEMENT shall, upon request, be made available to OWNER without restriction or limitation on their use.

20. **Data Provided to CONTRACTOR.** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Scope of Services.

21. **CONTRACTOR's Warranties and Representations.**

CONTRACTOR warrants and represents to OWNER as follows:

A. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.

B. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

22. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.
After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys’ fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

23. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

- Exhibit "A" Scope of Services
- Exhibit “B” Payment Clause

24. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

25. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: __________________________________________
    Jason Caudle, City Manager

Dated: ________________________________

_____________________________________
Company Name

By: __________________________________________
    (Name, Title)

Dated: ________________________________

ATTEST:

_____________________________________
Ronda Perez, Acting City Clerk

APPROVED AS TO FORM:

_____________________________________
City Attorney