



# **CITY OF VERNON**

## **REQUEST FOR PROPOSAL**

**CITYWIDE TRAFFIC SIGNAL MAINTENANCE**

**NOVEMBER 2011**

**4305 Santa Fe Avenue, Vernon, CA 90058    PHONE: (323) 583-8811**

# CITY OF VERNON

## REQUEST FOR PROPOSAL

### **Prospective Contractors:**

The City of Vernon (City) requests proposals for the furnishing of all transportation equipment, materials, supplies and services necessary in order to provide for traffic signal maintenance.

### **Contact Information:**

Questions regarding this Request for Proposal shall be directed to Kevin Wilson, Director Community Services and Water at (323) 583-8811 Ext. 245. Proposals are to be submitted to Samuel Kevin Wilson at the following address:

Samuel Kevin Wilson, P.E.  
Director of Community Services and Water  
City of Vernon  
4305 Santa Fe Ave.  
Vernon, CA 90058

### **Proposal Closing Date:**

Three (3) sets of the contractor's proposal shall be received by the City no later than **2:00 PM, December 19, 2011**. All proposals must be delivered to the above address. Proposals shall be submitted in a sealed package, clearly marked with: "**Traffic Signal Maintenance**".

Proposals will become part of the official files of the City of Vernon and cannot be returned.

# CITY OF VERNON

## REQUEST FOR PROPOSAL FOR CITYWIDE TRAFFIC SIGNAL MAINTENANCE

### I. Introduction

Currently, the City of Vernon maintains 41 signalized intersections as shown on the attached map (Attachment “A”). The City of Vernon Community Services and Water Department, is accepting proposals from firms to provide Traffic Signal Maintenance and Repair Services. The City is seeking the services of a Traffic Signal Maintenance and Repair firm, which can assist the City in maintaining and repairing its traffic signal system. A firm with experienced personnel, a good track record and established procedures for performing signal maintenance and repair tasks that will be an ideal choice for the City. The total amount of work available will be a function of the amount of work that is required due to collision damage, vandalism and the number of traffic signals in service that require routine maintenance.

### II. Scope of Work

#### **A. General**

The contractor shall provide ongoing and regular field preventative maintenance and repair of traffic signal equipment, and other related equipment by duly trained and qualified personnel.

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

The Contractor is encouraged to have a functioning and deployed comprehensive PC, Web-based, computerized traffic signal maintenance and asset management system.

The Contractor must provide a vehicle for the use of the Contractor’s Traffic Signal Technician which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of 28 feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. In addition, the Contractor’s employee shall be required to have radio communication equipment for dispatch purposes. At a minimum, this shall be a cellular phone capable of numeric and text messages with vibration alert. All of the required equipment shall be properly maintained and functional 24 hours a day, 7 days a week, including holidays.

The Contractor shall ensure that any vehicle used within the boundaries of the city where lane closures or work within the travel lanes is required shall be equipped with an arrow board, warning beacons/ strobe lights, the proper quantity and sized cones for a lane closure, and advance warning signs. All of the Contractor’s employees working within

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the boundaries of the City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with the Contractor's shop and/or with City staff.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials need to perform all work necessary to maintain and repair the traffic signals and equipment shown on Attachment "A" and listed in Attachment "B" in compliance with current Caltrans and City standards and specifications.

The Contractor shall furnish temporary replacement traffic signal controllers, conflict monitors, cabinets for traffic signals and various other standard traffic signal equipment when necessary. Contractor furnished temporary spares shall be equivalent to the component being replaced in manufacture, make and model.

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

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

During emergency conditions, the Contractor shall assure full cooperation with the City and those employees of the City as indicated.

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

The Contractor shall provide traffic control/lane closures that conform to the Manual on Uniform Traffic Control Devices (MUTCD).

### **B. Routine Maintenance**

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

#### **1. Monthly and Annual Preventative Maintenance**

The Contractor shall provide monthly preventative maintenance on the signalized intersections listed in **Attachment "C"**. The Contractor shall complete Monthly Preventative Maintenance Checks per the list for each maintenance inspection and shall indicate the minimum work required for each item. The contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, hour of day and description of service work performed. A copy of such record shall be

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maintained at all times within the controller cabinet at each signal location. A log sheet giving a brief description of all routine and extraordinary maintenance activities shall be attached to each monthly invoice. A monthly report of activities for each intersection's events, sorted by time, is to be included in the reports requested by the City. This is to be accompanied by a report of all activities sorted by time as well. The Contractor is encouraged to maintain electronic records of the completed checklist form for each intersection in the Contractor's MMS throughout the term of this contract. The Contractor is encouraged to make available via a web interface electronic records of the completed monthly preventative maintenance checks as well as activity reports in real time.

The Contractor shall maintain two separate logs at each signalized intersection under this contract. One log shall detail each monthly and preventative maintenance inspection by the Contractor. The Contractor shall complete at a minimum on this log, the inspection date, arrival time, departure time, type of inspection, any findings or repairs, and the Contractor's employee name or ID. The other log shall detail any extraordinary repairs or service calls for the intersection. This log shall detail the nature of the emergency/service call, the Contractor's findings, the repair made, Repair Order number, if applicable, arrival time at the intersection, departure time, and the Contractor's employee name or ID. All information must be collected and submitted with the monthly invoice.

### **2. Traffic Signal Control Equipment**

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

No permanent changes of traffic signal control devices shall be done without prior written approval from the City. In addition, any changes shall also be indicated on the maintenance or repair log within the traffic signal controller cabinet. The Contractor agrees to notify the City in advance of any planned or scheduled traffic signal turn-offs/turn-ons only upon prior written approval by the City.

#### **a. New Installations or Deletions**

The Contractor shall maintain any new traffic signal equipment and any other related devices, which are installed for or by the City throughout the term of the contract. These devices will be deemed to be added to the existing signalized intersections listed on Attachment "B" when the City notifies the Contractor of the installation thereof. These added devices, regardless of the complexity and

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technology shall be maintained in the same manner and for the same flat rate as those devices already covered by the contract.

Should responsibility for the maintenance of any current or future traffic signal device cease to be the City's, the City will notify the Contractor in writing of the last date to perform maintenance.

### **3. Safety Precautions:**

The selected Firm shall take all precautions to ensure the safety of pedestrians, vehicular traffic, and personnel.

## **III. INSTRUCTIONS AND CONDITIONS**

The following instructions and conditions apply to this RFP:

### **A. General Conditions**

#### **1. Right to Reject Proposals**

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to reject any or all proposals, to accept any proposal or portion thereof, to waive any irregularity, and to take the proposals under advisement for the period of time stated in the "Notice Inviting Proposals", all as may be required to provide for the best interests of the City of Vernon. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the proposer to whom the award is contemplated.

No proposer may withdraw his proposal for a period of ninety (90) days after the time set for opening thereof.

#### **2. Proposal Evaluation Criteria**

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The City of Vernon may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- a. Previous experience and demonstration of a record of success on work previously performed for the City or similar work performed for others.
- b. Experience and background of project lead and staff to perform work within the specified time.

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- c. Unit prices for the work
- d. Ability to work effectively with City staff, other public agencies and related parties as directed during the course of the services.
- e. Previous history of completing projects within budget and design estimates and ability to furnish adequate and effective construction supervision.

### **3. Interpretation of Proposals and Documents**

If any person contemplates submission of the proposal for the proposed contract and is in doubt as to the true meaning of any part of the scope of services, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, he/she may submit to the Community Services and Water Department a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Community Services and Water Department will not be responsible for any other explanation or interpretation of the proposed documents.

## **B. Proposal Format and Content**

Proposals shall be typed and submitted on 8.5" x 11" size paper, using a simple method of fastening. Proposal shall not include any unnecessary, elaborate or promotional material. Excessive lengthy narrative is discouraged; presentation shall be clear and concise.

### **1. Background and Approach**

The Background and Approach Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.

### **2. Methodology(ies)**

This section should clearly describe the methodology or methodologies to be used to carry out the specific work tasks described in the Work Plan.

### **3. Work Plan**

Describe the sequential work tasks planned to carry out in accomplishing this project. Indicate all key deliverables and their contents.

### **4. Related Experience**

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Describe recent, directly related experience. Include on each listing the name of the client; description of the work done; primary client contact, address and telephone number; dates for the project; name of the Project Director and/or Manager and members of the proposed project team who worked on the project, as well as their respective responsibilities. At least five references should be included. The City of Vernon reserves the right to contact any of the organizations or individuals listed.

### **5. Cost Data**

Indicate the unit and total costs for which you will conduct the project in the Bid Sheet contained in Attachment “D”. The City of Vernon requires compliance with the State of California’s Prevailing Wage requirements. Upon request, certified payroll shall be provided to the City.

### **6. Other Information**

Include any other information you consider to be relevant to the proposal.

## **IV. INSURANCE COVERAGE**

As part of the proposal, the Firm shall submit a statement verifying the Firm’s ability and commitment to obtain all the necessary insurance requirements. The selected Firm shall submit the insurance requirements specified below and secure approval by the City. Failure to provide the insurance requirements will be grounds for rejection of the Firm.

### **Minimum Insurance Documents Required:**

1. Compliance with the insurance schedule
2. Certificate of Insurance from the consultant’s insurance agent
3. Copy of the Declaration Page of the insurance policy
4. Originals of Endorsements
5. Schedule of Forms and Endorsements

## **V. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION**

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website ([www.cityofvernon.org](http://www.cityofvernon.org)), which is deemed adequate notice. A proposer may make a request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

## **VI. FORM OF CONTRACT**

The City's standard form of contract shall be used, and includes other provisions not described here. A standard professional service contract is attached for reference (Attachment “E”). *Please review this very carefully and note in body of response any*

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*exceptions or alterations to the agreement. Alterations or Changes to the agreement which were not in the Consultant Team's response will not be made after the selection of the Consultant Team.* This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal footing.

### **VII. CONDITIONS FOR RESPONSES TO RFP**

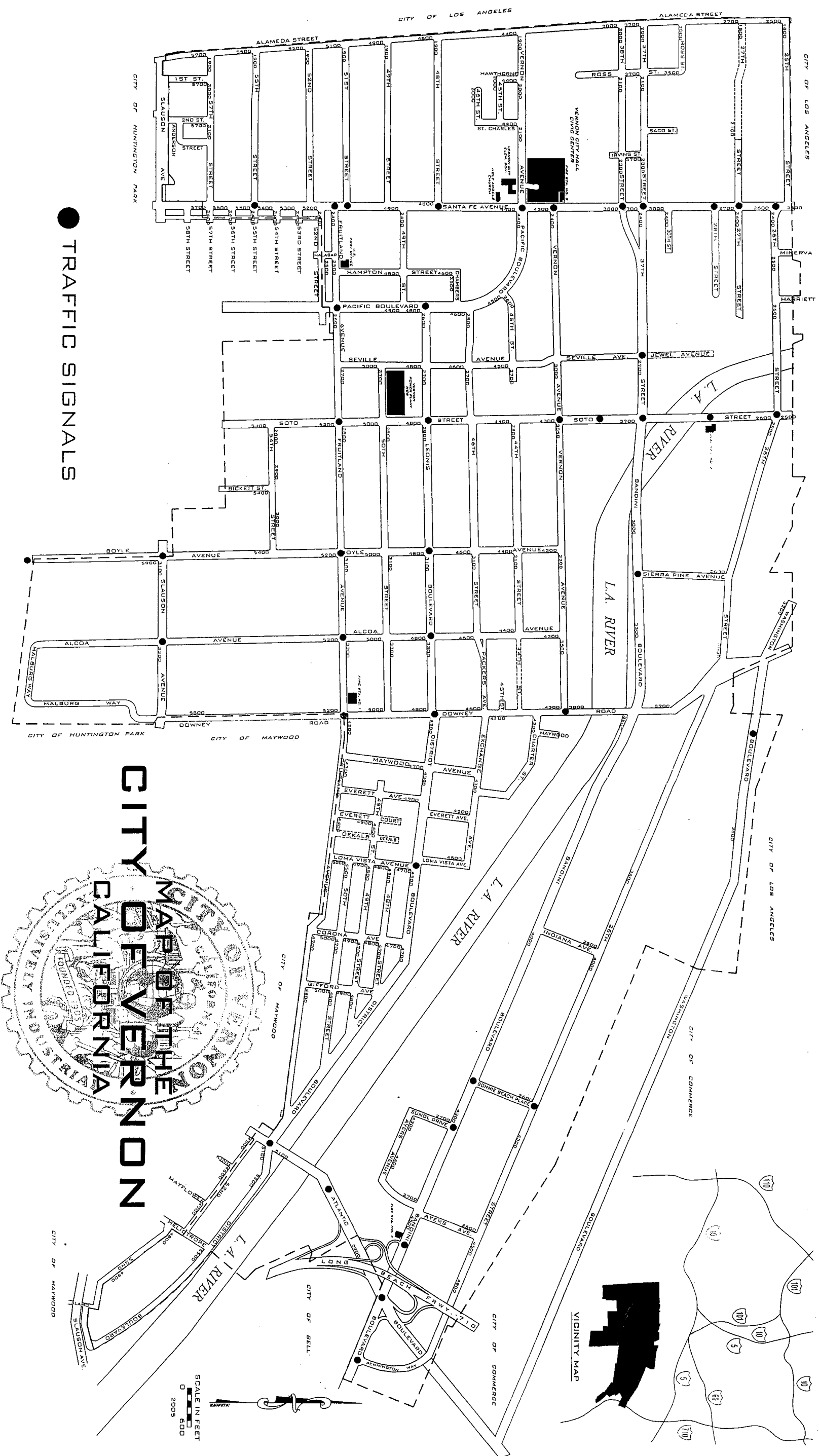
The following conditions apply to this RFP process:

- A. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- B. This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
- C. The City shall not be liable for any expenses incurred by any organization in connection with this RFP.
- D. No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- E. The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
- F. Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.
- G. All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Community Services Department.

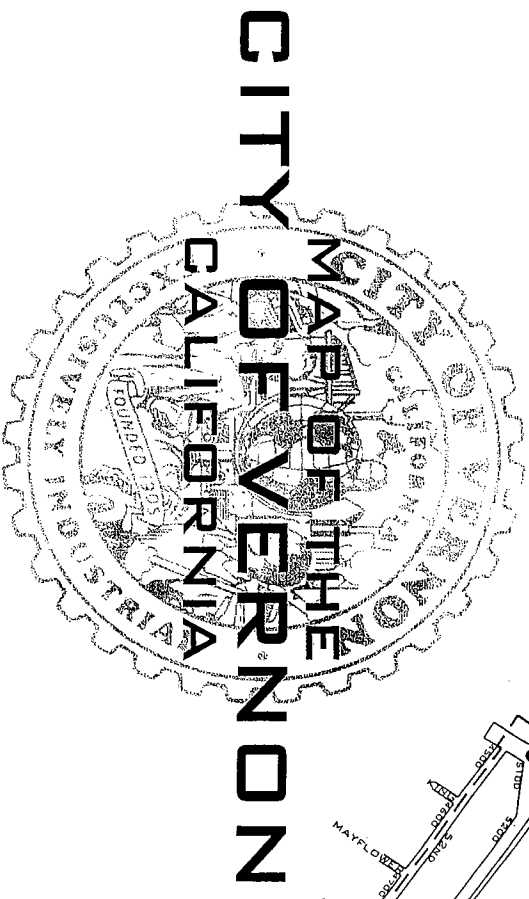
### **VIII. RIGHT BY CITY TO WITHDRAW THIS REQUEST**

The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.

ATTACHMENT "A"



● TRAFFIC SIGNALS



CITY OF VERNON  
CALIFORNIA

SCALE IN FEET  
0 600



VICINITY MAP

# ATTACHMENT "B"

## VERNON SIGNALIZED INTERSECTIONS

1. 26<sup>TH</sup> STREET @ BONNIE BEACH PLACE
2. 37<sup>TH</sup> STREET @ SEVILLE AVENUE
3. ALCOA AVENUE @ FRUITLAND AVENUE
4. ALCOA AVENUE @ LEONIS BOULEVARD
5. ATLANTIC BOULEVARD @ 3030 ATLANTIC
6. ATLANTIC BOULEVARD @ BANDINI BOULEVARD
7. ATLANTIC BOULEVARD @ DISTRICT BOULEVARD
8. BANDINI BOULEVARD @ I-710 OFF-RAMP
9. BANDINI BOULEVARD @ BONNIE BEACH PLACE
10. BANDINI BOULEVARD @ PENNINGTON WAY
11. BANDINI BOULEVARD @ SIERRA PINE AVENUE
12. BANDINI BOULEVARD @ SUNOL/AYERS
13. BOYLE AVENUE @ FRUITLAND AVENUE
14. BOYLE AVENUE @ LEONIS BOULEVARD
15. BOYLE AVENUE @ RANDOLPH STREET
16. DISTRICT BOULEVARD @ LOMA VISTA AVENUE
17. DOWNEY ROAD @ DISTRICT/LEONIS BOULEVARD
18. DOWNEY ROAD @ FRUITLAND AVENUE
19. DOWNEY ROAD @ VERNON AVENUE
20. PACIFIC BOULEVARD @ FRUITLAND AVENUE
21. PACIFIC BOULEVARD @ LEONIS BOULEVARD
22. SANTA FE AVENUE @ 25<sup>TH</sup>/26<sup>TH</sup> STREET
23. SANTA FE AVENUE @ 27<sup>TH</sup> STREET
24. SANTA FE AVENUE @ 28<sup>TH</sup> STREET
25. SANTA FE AVENUE @ 37<sup>TH</sup> STREET
26. SANTA FE AVENUE @ 38<sup>TH</sup> STREET
27. SANTA FE AVENUE @ VERNON AVENUE
28. SANTA FE AVENUE @ PACIFIC BOULEVARD/VERNON AVENUE
29. SANTA FE AVENUE @ 48<sup>TH</sup> STREET
30. SANTA FE AVENUE @ FRUITLAND AVENUE/51<sup>ST</sup> STREET
31. SANTA FE AVENUE @ 55<sup>TH</sup> STREET
32. SLAUSON AVENUE @ ALCOA AVENUE
33. SLAUSON AVENUE @ BOYLE AVENUE
34. SOTO STREET @ 26<sup>TH</sup> STREET
35. SOTO STREET @ FIRE STATION #3
36. SOTO STREET @ 37<sup>TH</sup> STREET/BANDINI BOULEVARD
37. SOTO STREET @ FARMER JOHN DRIVEWAY
38. SOTO STREET @ FRUITLAND AVENUE
39. SOTO STREET @ LEONIS BOULEVARD
40. SOTO STREET @ VERNON AVENUE
41. WASHINGTON BOULEVARD @ HOBART YARD DRIVEWAY

## ATTACHMENT “C”

### I. ROUTINE MONTHLY MAINTENANCE

#### GENERAL:

It is the intent of the City of Vernon that the City's 41 traffic signals are maintained so as to provide the motoring public with a minimum of inconvenience caused by the failure of any signal components, and to present a well-kept signal installation.

All traffic signal work: shall be performed in accordance with the current Standard Plans and Section 86. "Signals, Lighting, and Electrical Systems" of the Standard Specifications for the State of California, Department of Transportation and the current City Standard Traffic Details. This maintenance shall be extended to include future signal installations at the proposed unit prices.

The following is a list of tasks to be completed for each intersection on a monthly basis.

#### CONTROLLER CABINET:

##### CONTROLLER CABINET MOUNTING:

Check the snugness of the nuts on the 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 cabinet and the foundation for deterioration; report the need for a reseal, 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 or knock the dust out of filters. Filters shall be changed every 6 months unless damaged. For any permanent filters, vacuum, wash or knock the dust out of the filter. Permanent filters require no replacing unless damaged.

##### CABINET FAN:

Verify that the cabinet fan operates properly with a minimum of noise.

##### THERMOSTAT:

Verify that the cabinet fan thermostat is set at 100 degrees.

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### INTERIOR LIGHT:

Verify the proper operation of the cabinet's interior light. If a manual light is installed, check for proper operation.

### DOOR PANEL HARNESSSES:

Check the harnesses leading from the main panel to the police 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. City will specify the oil for this purpose which does not attract dirt or leave residue.

### VACUUM CABINET:

Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet, including the police panel.

### INSECT INFESTATION:

Check for any signs of ants, wasps or other insects within the cabinet and report any positive findings for the City to take the necessary steps for extermination and prevention.

### CABINET GROUNDING:

Using appropriate equipment, check during the 1st month of the contract and then annually the resistance between AC and Ground.

### SERVICE CONNECTIONS:

Verify that the neutral, ground and power connections are secure in the controller and service cabinets.

### PLUG-IN COMPONENTS:

Check that each plug-in component (Crack mount detectors, relays, load switches, etc.) fits tightly and securely.

### TERMINAL CONNECTIONS:

Test during the 1st month of this contract and then semi-annually or following any wiring repair, each terminal screw by backing off slightly then retightening to confirm that it is secure.

### GROUND FAULT RECEPTACLE:

Verify the proper operation of "Test" and "Reset" buttons on GFI type outlets.

### INTERSECTION RECORDS:

Ensure that all intersection cabinet wiring diagrams are present. Notify City representative if updates are required. Note all work, routine and extraordinary, in the log in the cabinet as to the reason for the call/work and results or work accomplished by date and time.

### CONTROLLER OPERATION:

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Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller key pad, to verify controller servicing of each active phase. Check controller logs for any faults that may have occurred and take notes for the file.

### CONFLICT MONITOR/MALFUNCTION MANAGEMENT UNIT:

Verify time and dates are correct in any CMU/MMU with an internal clock and for proper operation of the unit.

### DETECTOR OPERATION:

Verify the detection zones for each detector by observing the turn-on of the appropriate detector indicator as a vehicle passes over the detector loop(s) or detection zone. Check also that a call is placed on the correct controller phase. Verify detection zone vertically above loops whenever a problem has occurred.

### EQUIPMENT DISPLAYS AND INDICATORS:

Verify that all video, LED and LCD displays and indications on all cabinet equipment are working properly.

### SYSTEM TELEMETRY:

Check operation of telemetry on controller display and modem, if equipped, located in the cabinet. Report any malfunction immediately.

### INTERSECTION WALK-AROUND:

#### GENERAL:

Remove any easily removed, unauthorized signs and posters and report all graffiti existing on signal poles or equipment.

#### SIGNAL HEADS:

Verify that all vehicle and pedestrian signal heads properly display all indications and the signals are not damaged. Verify the alignment of all heads to the intended direction. Also verify that all backplates, visors and doors are visibly secure.

#### PEDESTRIAN EQUIPMENT:

Check all pedestrian push buttons and signals by hand to ensure that they are securely mounted and operating properly. Contractor will maintain a supply of ADA push buttons, as these are to be repaired immediately on discovery and reported to City staff.

#### MISCELLANEOUS:

Check operation of safety lighting using the manual test switch located in the service cabinet. Visibly check all signal-mounted signs and advance warning signs/beacons for deterioration, proper mounting, alignment and operation;

Verify that all pullbox covers, hand hole covers, etc. are secured and not damaged or missing.

Check all detector loops for sealant deterioration, exposed wire, etc.

Record any problems or irregularities and take corrective action as soon as possible, for contractor provided services.

Visibly check pullboxes for evidence of ants and gophers. Report any positive findings.

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### LAMPS AND LIGHTING:

When a vehicle or pedestrian indication is found to be out and the lamp and module is damaged, defective or past its useful life, the lamps/module shall be replaced without charge for labor or equipment using Dialight LED Ball Signal Modules (8 inch and 12 inch) and shall be fully compliant to the ITE VTCSH LED Circular Supplement specifications dated and adopted June 27, 2005. All Countdown Pedestrian Signals shall be replaced when needed with Dialight (16x18), part number 430-6479-001X.

Contractor shall replace internally Illuminated Street Name Sign lamps as they become dim or inoperative. ISNS lamps shall be F72T2 Cool White Fluorescent lamps meeting the requirements of ANSI STD. C78. The Contractor shall during the 1st of this month clean and polish all lenses and reflectors including illuminated street name signs and safety lights. The contractor shall replace burned out lamps as they occur under extra work charges.

### ANNUAL CONFLICT MONITOR TESTING:

Replace conflict monitor's (CMU's, MMU's) with a spare unit and submit the monitors for testing and certification. It is suggested that ten (10) monitors be replaced and the originals be submitted for testing and certification on a rotating basis over 11 months. Printed certification is to be provided for each conflict monitor/malfunction management unit. The contractor will have available 6 spare MMU's and 4 spare CMU's for rotation use in testing. Testing of conflict monitors shall be included in price proposal for routine maintenance.

### PAINTING:

Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housing (if already painted) on an annual basis, unless directed otherwise by the City. Repainting shall be completed in March each year and shall be conducted by spray painting methods. Colors as specified by the City. For those controller cabinets that have metal finishes, the Contractor shall wipe clean controller with detergent and shall apply clear protective coating. Detergent and coating per manufacturer's requirements.

### ROUTINE EMERGENCY SERVICES:

The Contractor shall maintain a twenty-four (24) hour per day emergency service for the replacement of burned-out signal and safety lamps, adjustment of turned heads, repair of controller malfunctions or any damage creating a public hazard. The Contractor shall repair parts, replace parts and lamps, and otherwise keep the traffic signals in good working condition. This telephone number is to be made available to all persons designated by the City.

The Contractor shall make immediate service calls on an emergency basis, responding within two (2) hours in the event of malfunctions of the controller or signal system or turned head. The replacement of burned-out signal lamps, internally illuminated street name sign lamps, or safety lights need not be on an emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacements shall be handled as soon as possible but in no case more than 48 hours.

All labor, materials, equipment, travel, and parts for routine emergency service shall be included in the routine maintenance proposal price per signalized intersection per month, and no additional compensation will be allowed.

## II. EXTRAORDINARY MAINTENANCE

Definitions: Extraordinary maintenance shall consist of but not be limited to the following:  
Repair or replacement of failed or malfunctioning parts of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, or excavation.

Minor upgrading or installations as directed by the City.

Replacement of detector loops including saw cut lead-ins as required.

Replacement of pedestrian indications.

Identification of underground signal equipment as the Underground Service Alert (USA) representative for the city.

Installation of complete new pedestrian heads.

Installation or replacement of pedestrian push buttons.

Installation of new traffic signal heads.

Installation of Light Emitting Diodes (LED's) as directed by the City representative.

Notification. The Contractor shall contact the Public Works Director or his representative regarding any extraordinary maintenance work except emergency repairs and seek his/her prior approval in writing before the work is scheduled. The Contractor shall notify the City representative by telephone at least twenty-four (24) hours in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response.

Emergencies. The contractor shall respond immediately to emergency calls such as a total blackout, when directed by the City, and dispatch the qualified personnel and equipment to reach the site within two (2) hours under normal circumstances.

For the emergency repair of a signal, which is totally blacked out, the following procedure of traffic control shall apply:

The Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours under normal conditions. The Contractor's vehicles shall carry traffic cones, flashing arrow boards, traffic warning signs, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the City Engineer or his representative.

If no police officer is present and temporary stop signs have been set up when the contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall set the intersection in flash, remove all of the temporary traffic control devices and place those devices owned by the City off to the side of the road and then switch the intersection back to normal operation.

If a police officer is still at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation and discuss it with the police officer. If the repair will take only a few minutes, the police officer may stay to continue to direct traffic while the contractor repairs the signal. If the repair will take longer than the officer can wait, the Contractor shall immediately set up necessary traffic control devices and other necessary warning devices and relieve the police officer.

Method or Payment. Upon receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for such repairs required beyond the scope of routine maintenance as follows:

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**Materials:** The city shall pay the Contractor for materials used in extraordinary maintenance at the Contractor's cost from the supplier plus the percentage markup specified in this agreement NOT TO EXCEED 20%. All materials and parts shall be new or have the approval of the City Engineer, if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in extraordinary maintenance.

**Direct Labor.** The Contractor shall present with their monthly invoice a record of hours spent in extraordinary maintenance of traffic signals and appurtenances per intersection. City shall pay the Contractor for such hours of extraordinary maintenance at the rates specified in this agreement. Said hourly rates shall be the total cost to the City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave or any local, State, Federal or union tax or assessment.

**Equipment:** The City shall pay Contractor for equipment used in extraordinary maintenance on a per trip basis as specified in this agreement. The listing of per trip equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified in this agreement of per trip rates as stated. No additional compensation shall be paid for transporting the equipment to or from the job site.

### III. GENERAL MISCELLANEOUS

#### RECORDS

The contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, hour of day and description of service work performed. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

A log sheet giving a brief description of all routine and extraordinary maintenance activities shall be attached to each monthly invoice.

A monthly report of activities for each intersection's events, sorted by time, is to be included in the reports requested by the City. This is to be accompanied by a report of all activities sorted by time as well.

#### NOTIFICATION

The Contractor shall notify by telephone, the Public Works Director or his authorized representative, within 24 hours of the alteration of the operation of any signal or the installation or removal of any substitute controller or component.

#### SHUTDOWNS

The Contractor shall notify the Vernon Police Department and the Public Works Director or his authorized representative of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the City Engineer or his authorized representative.

## CITY OF VERNON RFP – CITYWIDE TRAFFIC SIGNAL MAINTENANCE

### COMPENSATION FOR ROUTINE MAINTENANCE

The City will compensate Contractor at the agreed price per signalized intersection or per flashing beacon per month. Said compensation shall include all services rendered, labor, materials, equipment, overhead and profit. The Contractor shall perform said Monthly Maintenance during the first 7-working days of each month. Delays due to Contractor are subject to liquidated damages as specified in the specifications.

### ADDITIONS TO SYSTEM

The Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at the together than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

### TYPES OF SIGNALS

The agreed upon prices for both routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the contract.

## ATTACHMENT “D”

### LINE ITEM 1: Routine Maintenance

Description	Quantity	Unit Price per Month per Intersection	Total Price Per Month
Routine Maintenance Contract (12 month contract)	41 Intersections	_____	_____

% of **Consumer Price Index (CPI)** increase each year: \_\_\_\_\_ %

### LINE ITEM 2: Extraordinary Maintenance

A. Materials:

A detailed schedule of costs (Suppliers Invoice Cost) shall be provided by Contractor.  
Contractor’s cost from supplier plus (+) \_\_\_\_\_ %

B. Labor:

Contractor’s rates (with markup, overhead, etc.) for the following job classifications:

<u>Description</u>	<u>Regular Hourly Rate</u>	<u>Overtime Hourly Rate</u>
1. Signal Maintenance Superintendent	\$ _____ Per Hour	\$ _____ Per Hour
2. Engineering Technician	\$ _____ Per Hour	\$ _____ Per Hour
3. Signal Technician	\$ _____ Per Hour	\$ _____ Per Hour
4. Utility Technician	\$ _____ Per Hour	\$ _____ Per Hour
5. Lab Technician	\$ _____ Per Hour	\$ _____ Per Hour
6. Laborer	\$ _____ Per Hour	\$ _____ Per Hour

C. Equipment:

The following costs shall be paid by City when specified equipment is used for extraordinary maintenance:

<u>Description</u>	<u>Cost</u>
1. Hydraulic Service Bucket Truck	\$ _____ Per Hour
2. Hydraulic Boom Truck	\$ _____ Per Hour
3. Compressor with Tools	\$ _____ Per Hour

CITY OF VERNON RFP – CITYWIDE TRAFFIC SIGNAL MAINTENANCE

4.	Concrete Saw/Water Truck	\$ _____	Per Hour
5.	Pickup Truck	\$ _____	Per Hour

Any equipment not specified above will be at Industry Market Rate.

**Response Time**

Response time to a signal problem report:

- Maximum Response Time: \_\_\_\_\_ Minutes
- Minimum Response Time: \_\_\_\_\_ Minutes

# ATTACHMENT "E"

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME] FOR [BRIEF DESCRIPTION OF SERVICES]

## COVER PAGE

Contractor: [insert name of contractor]

Responsible Principal of Contractor: [insert name, title]

Notice Information - Contractor: [insert name of contractor]  
[insert street address]  
[insert city, state, zip code]  
Attention: [insert name, title]  
Phone: [insert phone number]  
Facsimile: [insert fax number]

Notice Information - City: City of Vernon  
4305 Santa Fe Avenue  
Vernon, CA 90058  
Attention: Mark Whitworth,  
City Administrator  
Telephone: (323) 583-8811 ext. 398  
Facsimile: (323) 826-1408

Commencement Date: [insert commencement date]

Termination Date: [insert termination date], unless extended pursuant to Section 1

Consideration: Total not to exceed \$[insert amount] (includes all applicable sales tax); and more particularly described in Exhibit B

Records Retention Period [insert number of years contractor must retain records]

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND [CONTRACTOR'S NAME] FOR [BRIEF DESCRIPTION OF SERVICES]

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ ("Effective Date"), by and between the City of Vernon, a California charter City and California municipal corporation ("City"), and [Contractor's Name], a [State incorporated in] corporation ("Contractor"). City and Contractor are collectively referred to herein as the "Parties."

RECITALS

A. City desires to have certain [brief description of services] services provided as more fully set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit A.

B. Contractor represents it is qualified and capable of furnishing the labor, materials, and expertise necessary to perform such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Term and Time of Performance.

(a) This Agreement shall commence upon the Commencement Date listed on the Cover Page, and shall remain and continue in effect through the Termination Date listed on the Cover Page, unless sooner terminated pursuant to the provisions of this Agreement. City may renew this Agreement on a year-to-year basis at its discretion.

(b) In the event that City renews this Agreement, Contractor may submit a proposal to increase its rates no later than thirty (30) days after receiving notice of City's intent to renew. Any increase in rates must be approved by City before such increase can take effect. If City fails to approve the proposed increase within thirty (30) days of receipt, Contractor may terminate the renewal by giving thirty (30) days written notice.

Section 2. Performance.

(a) Contractor shall perform the services and tasks described and set forth in the Scope of Services, Exhibit A ("Services"). Additional services must be mutually agreed upon in writing signed by both Parties prior to performance of those additional services.

(b) Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all Services under this Agreement in accordance with the standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality as the City under similar circumstances and in a manner reasonably satisfactory to City. Contractor shall at all times comply with the highest ethical standards when performing Services for the City.

(c) Contractor shall keep itself informed of all local, state, and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Contractor shall at all times observe and comply with all such ordinances, laws and regulations. City, and its officers,

officials, employees, agents or volunteers shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.

(d) Contractor will not be compensated for any work performed not specified in Exhibit A unless City authorizes such work in advance and in writing.

Section 3. Compensation.

(a) City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services and any supplies or goods required by this Agreement, a sum not to exceed the Consideration set forth on the Cover Page and more particularly described in Exhibit B. The Consideration shall constitute reimbursement of Contractor's fee for the Services as well as for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including without limitation, all labor, materials, equipment, supplies, delivery, tax, assembly, and installation, as applicable).

(b) There shall be no claims for additional compensation for reimbursable expenses and Contractor shall not be reimbursed for any additional expenses.

(c) Change in the scope of services, duties, obligations, durations or total compensation, shall be by written authorization only by the City. A form of Change Order is set forth in Exhibit C attached hereto and incorporated by reference.

Section 4. Method of Payment. City shall pay Contractor the Consideration in accordance with the Cost Schedule set forth in Exhibit B.

Section 5. Responsible Principals.

(a) Contractor's Responsible Principal set forth on the Cover Page shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Administrator or his designee who shall administer the terms of the Agreement on behalf of City.

Section 6. Personnel.

(a) All persons performing Services shall have all the necessary technical expertise, permits, professional licenses, certificates, training, and other qualifications required by this Agreement or other applicable laws. Contractor shall provide City with said permits, licenses, and certificates at the request of City.

(b) Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 7. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 8. Access. Contractor shall comply with all reasonable access and other restrictions that City may impose. No access to City property for performance of the Services shall be permitted prior to delivery to City of proof of insurance paid and maintained by Contractor.

Section 9. Contractor's Duties and Representations.

Contractor represents, covenants and agrees as follows:

(a) There are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services.

(b) Contractor presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Contractor.

(c) There is no litigation pending against Contractor and Contractor is not the subject of any criminal investigation or proceeding, and neither Contractor nor its personnel, to its actual knowledge, have been convicted of a felony.

Section 10. Independent Contractor.

(a) Contractor is and shall at all times remain, as to City, a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, officials, employees, agents, or volunteers of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor or its officers, employees, or agents in connection with the performance of this Agreement. Except for Consideration paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the City. City shall not be liable for compensation or indemnification to Contractor or its officers, employees, or agents for injury or sickness arising out of performing services hereunder.

(c) Contractor agrees to pay and be responsible for paying all Federal, State and local taxes for compensation received by Contractor from City while performing services for City.

Section 11. Termination.

(a) Termination Right. City may, at any time, for any reason or for no reason, with or without cause, terminate this Agreement, by serving upon the Contractor at least five (5) calendar days prior written notice. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

(c) **Actions Subsequent to Termination.** In the event of termination of this Agreement, Contractor shall deliver all Confidential Information, as defined in Section 13 below, to City within thirty (30) days after the termination of this Agreement. Contractor shall also take all such other action as City reasonably requires and shall cooperate with City to effectuate an orderly and systematic termination of Contractor's duties and activities hereunder.

(d) All of the terms and conditions in the Agreement related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of this Agreement.

**Section 12. Limitation of City's Liability.** City's liability on any kind of claim for any loss or damage arising out of, in connection with, or resulting from this Agreement, shall in no case exceed the amount that would be paid to Contractor for the full performance of the services required by this Agreement. In no event shall City be liable for anticipated profits or for incidental, consequential or punitive damages. City shall not be liable for penalties of any description.

**Section 13. Confidential Status; Disclosure of Information.**

(a) **Confidential Status; Disclosure of Information.** All data, customer information, business practices, business methods, privileged information, trade secrets, financial statements, floor plans, designs, blueprints, maps, surveys, drawings, models, reports, correspondence, logs, documents, materials or other information developed or created by Contractor, received by Contractor, revealed to Contractor, or provided to Contractor for the performance of this Agreement ("Confidential Information") are deemed confidential and shall not be disclosed by Contractor to any third party without City's prior written consent. City reserves all rights to Confidential Information. City shall grant consent if disclosure is legally required. All Confidential Information shall be returned to City upon completion or termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. City may disclose to third parties any Confidential Information at its sole discretion.

(b) Contractor's obligation not to disclose any Confidential Information shall not extend to information that:

i. was in the possession of, or was rightfully known by, the Contractor without an obligation to maintain its confidentiality prior to receipt from City;

ii. is or becomes generally known to the public without violation of this Agreement;

iii. is obtained without an obligation of confidentiality by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or

iv. information which is required to be disclosed pursuant to any court order or directive having the force of law.

(c) The provisions of this section shall survive the termination of this Agreement.

Section 14. Technical Materials. City reserves all rights to any and all tools, dies, patterns, plates or other similar technical materials furnished or paid for by City, and Contractor shall use such materials in strict confidentiality and shall return the same to City at its request upon completion or termination of this Agreement. Contractor shall not copy or otherwise use any such materials for any purposes other than the completion of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.

Section 15. Records and Inspections. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for Records Retention Period. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 16. Default. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor.

Section 17. Indemnification. Contractor agrees to defend, indemnify, protect and hold harmless City, its officers, officials, employees, agents, and volunteers from and against any and all claims, suits, demands, actions, losses, damages, judgments, settlements, penalties, fines, defensive costs or expenses, including without limitation, interest, attorneys' fees and expert witness fees, or liability of any kind or nature arising out of or attributable to the acts or omissions of Contractor, or Contractor's officers, employees, or agents which in any way arise out of, result from, or are in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the sole negligence or willful misconduct of City, its officers, officials, employees, agents, or volunteers.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION.

The obligations in this section are in addition to Contractor's duty to provide insurance and shall not be limited by any limitation on the amount or type of insurance coverage carried by Contractor.

Section 18. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor or Contractor's officers, employees, or agents.

(b) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Contractor or Contractor's officers, employees, or agents in performing the services required by this Agreement.

(c) Contractor agrees to maintain in force at all times during the performance of work under this Agreement workers compensation insurance as required by law.

(d) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Excess Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, and provide policy coverage and terms at least as broad as those required in the primary insurance.

(e) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Pollution Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, and provide policy coverage and terms at least as broad as those required in the primary insurance.

(f) Contractor shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

(g) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+; VII in the latest edition of Best's Insurance Guide.

(h) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(i) At all times during the term of this Agreement, Contractor shall maintain on file with the Risk Manager, a certificate or certificates of insurance, satisfactory to the City Attorney and Risk Manager, along with a copy of the policy declarations page for each policy showing that the aforesaid policies are in effect in the required amounts. Upon request by City, Contractor shall cause its insurers to issue certified copies of the insurance policies evidencing that the coverage and policy endorsements required under this Agreement are maintained in force. Contractor shall, prior to commencement of work under this Agreement, file with the Risk Manager, such certificate or certificates and a copy of the policy declarations page for each policy. The policies of insurance required by this Agreement shall contain an endorsement naming the City, its officers, officials, employees, agents, and volunteers as additional insured's. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(j) The insurance provided by Contractor shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials,

employees, agents, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. Contractor hereby waives all rights of subrogation against City, its officers, officials, employees, agents, and volunteers.

(k) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

Section 19. Certification. In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to Contractor's employees. By executing this Agreement, Contractor certifies the following: Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

Section 20. Standard Specifications. The work done pursuant to this Agreement shall be done in accordance with the provisions of the most current edition of "Standard Specifications for Public Works Construction" (commonly known as "the Green Book") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications." The provisions of these Standard Specifications shall apply to the work performed under this Agreement, unless different standards are specified in Exhibit A or agreed to in writing by the City.

Section 21. Compliance with Laws. Contractor shall keep itself informed of and comply with all Applicable Laws, including without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act and all those Applicable Laws relating in any way to employment practices and protection of the environment. Contractor shall not discriminate against any employee or any applicant for employment for reasons of race, color, creed, religion, sex, sexual preference, age or national origin. For purposes of this section, "Applicable Laws" shall mean any and all laws, regulations, rules, orders, directives, judgments, decrees, permits, approvals or other applicable requirements of any governmental entity or agency having jurisdiction that are applicable to any aspect of this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

Section 22. Enforcement of Wage and Hour Laws. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

Wages. The Contractor and any Subcontractor employees as to time spent working on this City service contract, shall be paid in accordance with the State of California's Prevailing Wages or the City's Living Wage Ordinance minimum wage provisions, whichever is greater. In addition, employees shall be given time off in accordance with the City's Living Wage Ordinance. The Current Living Wage Standards are set forth in Exhibit D. Upon request certified payroll information shall be provided to the City.

Section 23. Materials and Workmanship. City shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Agreement requirements regarding design, material or workmanship may be rejected at the option of City. Any materials rejected shall be removed from City premises at the Contractor's sole expense.

Section 24. Licenses and Permits. Except as provided herein below, Contractor shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation. Costs for obtaining City permits required under this Agreement will be waived. All requirements for obtaining permits (including City permits) remain in effect and are not waived; only the costs of City permits are waived.

Section 25. Assignment of Unfair Business Practices. Contractor and its subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

Section 26. Assignment and Subcontracting. Contractor shall not assign or attempt to assign any portion of this Agreement, or subcontract any required performance hereunder, without the prior written approval of City. Any assignment or subcontract made in violation of this section is invalid and void. In the event City grants written approval to Contractor to subcontract work under this Agreement, Contractor is prohibited from using a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

Section 27. Arbitration and Venue. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator shall be a retired judge. All decisions of the arbitrator shall be in writing, and the arbitrator shall provide written reasons for their decision. The arbitration decision shall be final and binding on the Parties. Judgment on the award may be entered in any court having jurisdiction pursuant to this Agreement. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court having jurisdiction pursuant to this Agreement. The exclusive jurisdiction and venue under this Agreement shall be the Superior Court of California, Los Angeles County.

Section 28. Attorneys Fees. In the event a dispute, claim or litigation arises regarding this Agreement, the prevailing party shall be entitled to reimbursement for reasonable attorneys fees and actual costs, which may be set by the arbitrators or the court in the same action or in a separate action brought for that purpose, in addition to any other relief which is obtained.

Section 29. Governing Law. This Agreement shall be interpreted and enforced according to, and the Parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law.

Section 30. Entire Agreement and Modifications. This Agreement, including attachments incorporated herein by reference, represents the entire integrated agreement and understanding between the Parties, and supersedes all prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral. This Agreement may only be modified in writing and signed by both Parties.

Section 31. Waiver. The waiver by either party of a breach or default by the other party shall not be deemed a waiver of any different or later breach whether of the same or other covenant or condition; nor shall any delay or omission by either party to exercise any right it may have hereunder operate as a waiver of any breach or default of such a right. The failure of either party to this Agreement to exercise any of its rights under this Agreement does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Section 32. Force Majeure. Neither party shall be considered in default of any of its obligations under this Agreement when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, federal, state, or municipal action, statute, ordinance, or regulation, embargoes of the United States Government or any other government, which by exercise of due diligence such party could not reasonably have been expected to avoid and by exercise of due diligence has been unable to overcome. Either party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give written notice within five (5) business days of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 33. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by section.

Section 34. Notices. All notices, approvals, consents and other communications between the Parties shall be in writing, and shall be sent by certified mail (return receipt requested) or other delivery service which provides evidence of delivery, using the address set forth on the Cover Page under "Notice Information - City" or "Notice Information – Vendor," as appropriate, or at such other address as may be furnished by either party to the other in writing. Mailed notices will be deemed communicated as of the day of receipt.

Section 35. Cover Page and Exhibits. The Cover Page and all documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any

material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 36. Headings. Headings used in this Agreement are for convenience and ease of reference only and shall not affect the interpretation of the Agreement.

Section 37. Survival of Terms. All of the terms and conditions in this Agreement related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of this Agreement.

Section 38. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall in no way be affected, impaired or invalidated.

Section 39. Authority to Execute This Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations under this Agreement.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date stated in the introductory clause.

City of Vernon, a California charter City and California municipal corporation

[CONTRACTOR'S NAME, a [State incorporated in] corporation

By: \_\_\_\_\_  
Hilario Gonzales  
Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Willard G. Yamaguchi, City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Willard G. Yamaguchi,  
Chief Deputy City Attorney

EXHIBIT A  
SCOPE OF SERVICES

EXHIBIT B

FEES

[Example (Delete and replace actual terms)]

[Contractor shall be paid \$[insert flat amount] to perform all Services described in Exhibit A.]

[Contractor shall invoice City [FREQUENCY] for Services provided under this Agreement.]

[Example (Delete and replace with actual terms)]

[Invoices shall include the period for which Services were provided, the dates of such Services, and a description of the Services provided for that billing period. Each invoice shall include copies of timesheets and other supporting documents as City may require.]

[Payments of each invoice shall be made by City within thirty (30) days following receipt of each invoice as to all non-disputed fees. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of the disputed invoices. Any amounts in dispute shall be withheld until resolution.]

EXHIBIT C  
CHANGE ORDER

## EXHIBIT D

### LIVING WAGE PROVISIONS

#### **Minimum Living Wages:**

A requirement that Employers pay qualifying employees a wage of no less than \$10.30 per hour with health benefits, or \$11.55 per hour without health benefits.

#### **Paid and Unpaid Days Off:**

Employers provide qualifying employees at least twelve compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and an additional ten days a year of uncompensated time for sick leave.

#### **No Retaliation:**

A prohibition on employer retaliation against employees complaining to the City with regard to the employer's compliance with the living wage ordinance. Employees may bring an action in Superior Court against an employer for back pay, treble damages for willful violations, and attorney's fees, or to compel City officials to terminate the service contract of violating employers.