

Attachment 1

CITY OF LAKE FOREST**AGREEMENT FOR MAINTENANCE SERVICES****1. PARTIES AND DATE.**

This Agreement is made and entered into this _____ day of _____, _____, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 100 Civic Center Drive, Lake Forest 92630 ("City") and Bear Electrical Solutions, Inc., a California corporation, with its principal place of business at P.O. Box 924, Alviso, CA 95002 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain traffic signal maintenance services required by the City which shall be performance in accordance with the terms and conditions set forth in this Agreement and all plans, specifications and other contract documents attached to or incorporated into this Agreement. Contractor represents that it is experienced in providing traffic signal maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Traffic Signal Maintenance Services project ("Project") as set forth in this Agreement.

3. TERMS.**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the traffic signal maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2023** to **June 30, 2026**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the

means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents 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 pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Thomas Wheeler, Director of Public Works/ City Engineer, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Robert Asuncion, Vice President, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same

discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services

available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.2.10.3 It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance

with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor must comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP") and the City of Lake Forest Local Implementation Plan ("LIP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<http://www.ocwatersheds.com/documents/damp/mapplan>

A copy of the LIP is available on the internet at:

<http://www.lakeforestca.gov/296/Local-Implementation-Plan-LIP>

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, standards and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2, 3.2.13.3, and 3.2.13.4 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, policies and standards described in Sections 3.2.13.2, 3.2.13.3 and 3.2.13.4 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed ONE MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND SEVENTEEN DOLLARS (\$1,837,017) without written approval of City's City Manager or City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Bear Electrical Solutions, Inc.
P.O. Box 924

Alviso, CA 95002
ATTN: Art Torres, Regional Project Manager

City: City of Lake Forest
100 Civic Center Drive
Lake Forest, CA 92630
ATTN: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. 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.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF LAKE FOREST

By: _____
Doug Cirbo
Mayor

ATTEST:

By: _____
Lisa Berglund
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew Richardson
Best Best & Krieger LLP
City Attorney

BEAR ELECTRICAL SOLUTIONS, INC.

By: _____
DocuSigned by:
Robert Asuncion
Robert Asuncion
Vice President

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary **OR** Treasurer **REQUIRED**]

By: _____
DocuSigned by:
Andrew Bader
Andrew Bader
Chief Financial Officer

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

INTRODUCTION

The City maintains and operates 93 signalized intersections. All equipment has been designed using County of Orange, Caltrans, and City of Lake Forest Standards and Specifications. The City also maintains and operates eleven (11) flashing beacons (includes three rectangular rapid flashing beacons "RRFB") and 3 radar feedback signs.

As part of OCTA's Traffic Signal Synchronization Program (Project P), the City has been replacing previous controllers (Econolite ASC/2) with Econolite ASC/3 and Cobalt controllers. The local controllers are interconnected with a mixture a copper and fiber network for communications. In 2023, the City will have its own Traffic Management Center at City Hall and no longer utilize the shared Traffic Management Center at the City of Laguna Hills. The uses Econolite's traffic management software Centracos to monitor and maintain the traffic control system. The City retains a separate contractor to maintain the programming and timing of the signal operations.

DEFINITIONS

Whenever the following terms are used in this agreement, they shall have the following meaning:

"BID ITEM" - Individual items of work in the Contractor's proposal at an agreed Unit Price for the specified Item of Work.

"CITY" - The City of Lake Forest.

"CITY MANAGER" - The fully appointed City Manager of the City or their authorized representative.

"CONTRACTOR" - The managing individual of the contracting entity or their authorized employees or representatives.

"PUBLIC WORKS DIRECTOR"- The official designated as the Public Works Director of City, or any of their authorized representatives.

"REPAIRS"- Work required to maintain the serviceability of all traffic signal systems, specified under this agreement that is outside the scope of the scheduled Preventative Maintenance.

"TRAFFIC ENGINEERING MANAGER"- The Public Works Director's designee for bidding, awarding and administering the Contractor's work under this agreement, or any of their authorized representatives.

"TRAFFIC SIGNAL SYSTEMS" - The City's traffic signals, interconnect system, flashing warning lights, internally illuminated street name signs, reflectorized street name signs, highway luminaires, City owned streetlights, and all appurtenant equipment, including, but not limited to, all traffic signal indications, traffic signal controllers, traffic signal detection systems, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, luminaires

and all related hardware.

SCOPE OF SERVICES

A. GENERAL DESCRIPTION

The traffic signal maintenance contractor shall perform routine scheduled maintenance, extraordinary maintenance, emergency repairs and technical support for the City's traffic signal system. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal systems in accordance with the proposal and the defined scope of work.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. Required normal working hours for maintenance coverage is from 7:00 a.m. to 5:00 p.m. Monday through Friday; however, twenty-four-hour (24), on-call response to City's request for maintenance and repair services is required. In general, routine responses related to these maintenance functions during normal working hours and maintenance requiring scheduled night-rides shall be considered normal scheduled maintenance work. All extraordinary and emergency work performed outside these specified hours and on holidays shall be paid at the approved overtime rates.

All identified City intersections per this agreement shall be regularly patrolled by Contractor or its representative with verified monthly inspections per an established checklist. The Contractor shall recognize these traffic signal systems as critical safety devices to the public; timely response to requests and completion of final repairs is imperative.

B. SPECIFICATIONS

All traffic signal system work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation (latest edition), "Greenbook" Standard Specifications for Public Works Construction (latest edition), California Manual on Uniform Traffic Control Devices (latest edition) and the current City Standard Plans. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Works, or their authorized representative. Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

C. COMPENSATION

City will compensate Contractor for monthly routine maintenance at the contract monthly unit price (lump sum). Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no additional compensation will be allowed.

Extraordinary maintenance shall be invoiced at the established rates per Exhibit B and shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed. All items not included in Exhibit B shall require a negotiated price and approval by the Director of Public Works or their authorized representative. All extraordinary maintenance

requires City authorization prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the traffic signal system or unless otherwise directed by the Director of Public Works or their authorized representative. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work, including, but not limited to, photos of any visible damage with details of any final repairs that might be required and a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other consultants, contractors, or firms selected by the City as requested.

CONTRACTOR REQUIREMENTS

A. FACILITIES

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain in a good and workmanlike manner all traffic signal systems in accordance with the proposal and the defined scope of work.

The Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. In addition, for this contract the Contractor shall have on-hand at least:

- Five (5) spare Econolite Cobalt controllers which are Centrac's system-compatible (including latest controller software updates)*
- Five (5) spare NEMA Malfunction Maintenance Units (MMU)
- Four (4) spare Iteris Apex Hybrid Detection Systems
- Two (2) Conflict Monitor Units (CMU) for use in TS-1 cabinets
- Two (2) Uninterruptable Power Supply (UPS) units for the battery backup system. The units shall be Myers MP Series or Clary (see City's Traffic Signal Standard Plans and Specifications), which is the primary manufacturer types in the City.
- Two (2) sets of batteries for the BBU systems

** In the event of a controller malfunction, the original controller shall be returned to service within 10 working days, or an approved replacement controller installed.*

The Contractor shall provide to the technicians assigned to mobile devices capable of clearly recording damaged or inventoried equipment and provide visual records relating to work requests submitted to the City.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform inspection of new controller mechanisms including, but not limited to, controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to State of California, Department of Transportation (Caltrans) current specifications for NEMA controllers.

B. PERSONNEL

The Contractor shall have on staff at least two (2) full-time Transportation System Electricians to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled

maintenance services shall be provided during the normal 7:00 a.m. to 5:00 p.m. weekday working hours of this contract. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Works or their designee. The Transportation System Electricians shall be certified or licensed according to State of California requirements for electrical workers and shall have current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract. They shall also be trained in the operation and repair of Econolite ACS/3–2100 and Cobalt controllers and their integrated operation with Econolite Centracs (monitoring central master) including software compatibility and timing functions.

The Contractor shall provide City with documentation on the approved electricians, including copies of their licenses or certifications, assigned service vehicle information and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one hundred percent (100%) of assigned technician time shall be submitted monthly with the monthly invoice as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a certified Transportation System Electrician to be deployed on an as-needed basis such as re-lamping, lens cleaning, underground services alert responses, painting, night rides for Internally Illuminated Street Name Signs (IISNS), reflectorized street name signs (RSNS), luminaires, City owned streetlights, or other work as required. Night inspections for luminaires, City owned streetlights, Battery Backup Systems, IISNS, and RSNS will be conducted after dusk and overtime rates shall not apply to these activities.

All personnel shall be trained in Equal Employment Opportunity policies and shall conduct themselves in a respectful and professional manner at all times. The City reserves the right at all times to approve with the Contractor's assignment of personnel to the City. If requested by the City, the Contractor shall immediately replace any personnel assigned to the City whose performance or conduct is considered unacceptable by the City, or by the standards established in the contract.

C. SERVICE REQUEST

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide maintenance and repair services as requested by the City, including adjustments of turned signal heads, repair of controller malfunctions or any damage creating a public safety issue. This telephone number shall be made available to all persons designated by the City.

The Contractor shall maintain and provide mobile communication that permits City direct phone and email communications with all supervisors and technicians assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails, in addition to phone calls while in the field.

D. RESPONSE TIMES

Whenever the Contractor receives requested service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within one (1) hour of notification during normal working hours of the Contract, and within two (2) hours during non-working hours of the Contract, including Saturdays, Sundays, and holidays. Contractor is required to provide the

reporting party with an estimated time of arrival. As part of emergency response, Contractor may be required to respond to collisions at signalized intersections to inspect and/or repair traffic signal systems and/or restore operation. In these cases, Contractor shall perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions, including a complete check of the controller and MMU. Photos shall be taken of any damage and submitted with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within three (3) calendar days. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos.

E. ADDITIONS TO TRAFFIC SIGNAL SYSTEM

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 other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

F. MAINTENANCE RECORDS

Maintenance Tracking System

The Contractor shall maintain a computerized database tracking system for all repair work in the City. The system shall be capable of basic sorting and responding to inquiries by location, date, time, type of repair, and other factors and be able to track costs and any patterns or trends in repairs by location and/or area and/or type of traffic signal system. The City shall have access to the system and all applicable information for the City either directly using the internet and/or indirectly through the Contractor. The Contractor shall provide sufficient information on their system as part of the Proposal so the City can determine if the system meets the City's needs and requirements.

Contractor shall maintain a record of all service calls and work performed upon the traffic signal systems listing dates, hour of day, and description of work or work performed. Contractor shall provide a monthly summary of all repairs notating the trends and patterns to the City for review. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.

In addition, the City may implement a work order asset management system and the Contractor will be responsible to utilize this system. Training will be provided by the City, but the Contractor will be responsible to integrate their workflow onto this asset management system.

Each Intersection.

The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this contract, including but not limited to, vehicle and pedestrian timing sheets, detectors, cabinet wiring, interconnect equipment, pre-emptive control, or similar equipment.

The Contractor shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs of controller and related equipment. All entries shall be made on a standardized form, legible and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work

performed, and initials of individual making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

Office Records.

The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on the contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual on each piece of equipment and show all chargeable time to this contract for every twenty-four-hour (24) period. This record shall include the date and time of day the work was performed at each intersections, the description of work performed, and the name of the technician(s) that performed the work.

Upon request, the Contractor shall provide monthly summaries accounting for one hundred percent (100%) of the work hours of the assigned technicians and related staff assigned to the City. This shall include all assignments per the City's scope of work and any shared time staffing other contracts. Failure to comply will delay payment of the monthly invoices.

Activities Report.

Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending work orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until these summary reports have been received. The monthly Activities Report submitted with each invoice shall include:

- Location of each separate service
- Date and approximate time for the service
- Reason for the service
- Identification of the type of service (Routine, Extraordinary and/or Emergency)
- Status of repair (complete or temporary)
- For Temporary—Estimated date of final repairs
- Who called in the request for service
- Name of technicians(s) performing the service
- Number of hours spent for each service

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete work orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include:

- Location of pending work
- Date of authorization
- Reason the work is incomplete
- Estimated date when the service will be completed

G. CITYWIDE UNDERGROUND REFERENCES

Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by Contractor for future use. Copies of these updates to the

records shall be transmitted to the City with the monthly invoices.

H. CITY NOTIFICATION OF CHANGES IN TRAFFIC SIGNAL EQUIPMENT OR OPERATIONS

Contractor shall notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Works or their authorized representative regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

I. SHUTDOWNS

Contractor shall notify Lake Forest's Police Services (Orange County Sheriff's Department) and the Director of Public Works or their authorized representative of any signal turn-offs or turn-ons necessitated by their 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 Director of Public Works or their authorized representative.

J. TYPE OF SIGNAL SYSTEM EQUIPMENT

The fee prices for both the 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. At no additional compensation, the Contractor shall provide training and certifications to the personnel assigned to the City in maintenance and operation of the current City traffic signal equipment and related systems as needed.

K. WARRANTY SERVICE

Newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing firm. The Contractor shall notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

L. TRAFFIC CONTROL

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:30 p.m. to 7:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public or if authorized by the Director of Public Works or their authorized representative.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with the latest Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD–Latest Version) published by the State of California, Department of Transportation, the standards as contain in the latest "Work Area Traffic Control Handbook" (WATCH–latest edition) published by Building News Inc. or as may be deemed necessary by the Director of Public Works or their authorized representative to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of four (4) STOP signs and barricades or stands that can be placed in the intersection during an emergency response or “blackout” intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board (or other similar devices if approved by the Director of Public Works or their designee), which shall be in operation when the vehicle is being used for placing, maintaining, or removing components. Removal of all traffic control devices and components shall be the responsibility of the Contractor after the work or emergency has been completed.

ROUTINE MAINTENANCE

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer’s original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements, rewiring, concrete and foundation repairs, and lamping to maintain existing operation. The replacement of defective parts will be extraordinary maintenance. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

A. MONTHLY INSPECTION

Contractor shall inspect, clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The Contractor shall submit a standard checklist for inspections and tasks that are conducted at each intersection, which shall include, but are not limited to, the following:

Clean the inside and outside of all controller cabinet assemblies, electrical service, battery back-up cabinets, and interconnect cabinets, removing any foreign material including graffiti. Tighten all electrical termination and check all Ethernet connections. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration. Rust and water damage shall be reported to the City in the monthly report.

Check the timing of individual signal phasing and integral timing circuits for the correct operation per the timing sheet.

Check and verify timing of yellow (clearance) intervals on all phases by stopwatch per the timing sheet.

Check and set, if necessary, all real-time digital clocks to the National Bureau of Standard time.

Check detector units and systems including, but not limited to, inductive loops, video detection (verify that video detection camera lenses are clean and the system is operable), radar detection, Iteris APEX hybrid detection, and pedestrian push buttons for correct detection of both vehicles and pedestrians and adjust or repair as necessary to restore intended operation. This includes the splicing (or re-splicing) of detector loops and the replacement of pedestrian

buttons as needed.

Inspect all relays, clocks, dials, motors, switches, and similar equipment for all components of the traffic signal systems. Make routine adjustments or minor repairs as needed.

Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, internally illuminated street name signs, reflectorized street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs, including pedestrian push button plates, shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.

Immediately correct all safety deficiencies found during routine inspection and submit work authorizations request to the City to schedule non-emergency work.

Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval. Contractor shall verify the grounds and connections of the copper twisted pairs or fiber interconnect at those locations using this communication system. Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections as requested.

Check Battery Back-Up Systems for proper operation and connections including checking and recording operational voltage range of all individual batteries and the total battery voltage (4 batteries), and adjust or repair as needed. The test results shall be documented on a separate "BBS" maintenance sheet in the controller cabinet log. The City shall be notified in writing of any Battery Back-Up System deficiencies and a proposed solution within forty-eight (48) hours of an occurrence.

The date of new battery installations shall be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be "exploded" or cracked, the Contractor may be responsible for the cost of the replacement, if it is determined that they have not been properly inspected or maintained.

Check the operation of the Emergency Vehicle Pre-Emption equipment in the cabinet and located within fire stations.

Inspect all internally illuminated street name signs, reflectorized street name signs, luminaires, and City owned streetlights, which shall include at least one night-time inspection. The contractor shall provide the list of burned out internally illuminated street name signs and lights to the City prior to implementing replacements/repairs. The Contractor shall also notify the City of any sign panel or housing in need of refurbishment or replacement.

Inspect the operation of the flashing beacons (including RRFB solar and battery) and make any repairs or replacement of the flashing beacon lights and other auxiliary lighting as required.

B. Quarterly Maintenance (Every Three Months)

Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired. A set of master keys shall be provided to the City.

Every three (3) months the Battery Back-Up System at the intersections that have been programmed for "Full Operation" shall be activated for a minimum of ten (10) minutes by disabling the Southern California Edison power breaker with results documented on the BBS maintenance sheet.

C. Semi-Annual Maintenance (Every Six Months)

Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months. Contractor shall test the intersections that are programmed for "Red Flashing" during the "On Battery" condition shall be "Load Tested" on the four (4) batteries every six (6) months, with test results documented on the BBS maintenance sheet.

D. Yearly Maintenance

1. Conflict Monitor Unit (CMU) or Malfunction Management Unit (MMU)

Contractor shall test CMUs and MMUs using the manufacturer recommended CMU/MMU tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the City Traffic Engineering Manager. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

2. Emergency Vehicle Pre-emption (EVP)

The optical detector lens shall be cleaned according to the manufacturer's specifications at all signalized intersections and fire-house installations. Bi-annual inspection of the EVP system shall be completed as a routine task and is not considered as overtime.

3. Video and Radar Detection (Where Present)

The video and/or radar detection lens or face plate shall be cleaned and polished according to the manufacturer's specifications at all signalized intersections.

4. Traffic Signal Controller Software

Contractor shall annually verify and update records of current software or firmware for the Econolite controllers and the Centrac system. This includes the spare controllers that the Contractor maintains for emergency replacement of failed controllers. All updates of controllers that require shutdown of the signal shall be coordinated with the City and may be required to be conducted at night. Software updates may be required as needed more frequently than once a year.

5. Painting

Contractor shall annually prepare and submit a list to the City of all cabinets (i.e., controller, splice pedestals, service) and signal head equipment that need painting as identified during the monthly maintenance reviews. Special notification shall be provided regarding rusting or water damage. Following receipt of the list the City may direct the Contractor to proceed with some or all of the painting subject to the terms of Extraordinary Maintenance. Painting to remove graffiti on signal equipment shall be performed by Contractor within twenty-four (24) hours of the observation or report.

Contractor shall use the City's current paint standard color and apply paint coverage to provide uniform color on the equipment.

E. Repair and Replacement

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises per the routine maintenance, such as the signal controller, flashers, burned-out lamps, detector loops, video and/or radar detection systems and/or units, push buttons, sensing units and wiring system, communication internal modems and/or interface units, unless the failure or malfunction falls in the category of extraordinary maintenance as defined in this Request for Proposal.

The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

F. Loop Detector Replacement

Once it is determined by the City that the sawcut has deteriorated to a point that applying more sealant is insufficient, the loop detector shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

G. Lamps and Lighting

Contractor shall furnish and replace all internally illuminated street name sign lamps and luminaires lamps at all traffic signals and flashers based upon an 80% depletion curve. Contractor shall clean all LED modules, test for luminescence and report any that fall outside acceptable levels according to the specifications.

For standard IISNS, lamps shall be F72T2 Cool White Fluorescent lamps meeting the requirements of ANSI Standard C78 or approved equal determined by the City. Luminaires shall be replaced with the equivalent per the existing lamp. Contractor shall clean all LED and programmed visibility lenses, align signal heads and adjust all mast-arm-mounted street name signs as needed.

The monthly routine maintenance bid price shall include lamp replacement of burned-out lights as needed, unless specifically listed as a separate item under extraordinary maintenance.

H. Emergency Service

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller

malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or their representatives.

Contractor shall make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays in the event of malfunctions of the controller or signal system or turned head. Contractor is required to provide the reporting party or Contact with an estimated time of arrival. The replacement of burned-out lamps need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall be handled as soon as possible in a routine manner.

I. Payment for Routine Maintenance

The costs for the monthly, quarterly, semi-annual, and yearly maintenance tasks shall be included in the established monthly inspection fees for routine maintenance and no additional compensation will be allowed.

Contractor shall submit separate monthly billings for routine maintenance at the Contract lump sum price per signalized intersection, flashing beacon, radar feedback signs, highway luminaires, and illuminated street name sign, per month. Said compensation shall include all labor, materials, equipment, overhead, overtime and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

EXTRAORDINARY MAINTENANCE

Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. Extraordinary/emergency maintenance also includes replacements based on obsolescence, required MUTCD updates, or other unusual factors when the labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal system goes beyond routine maintenance, as defined in Section III.

Contractor shall provide extraordinary/emergency maintenance for the City's traffic signal system and related equipment. The Contractor shall prepare and submit a work order to the City providing the details and justification for the needed repairs, unless otherwise directed by the Director of Public Works or their designee. The work shall be subject to City authorization and will be scheduled during regular hours whenever possible, City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Generally, extraordinary/emergency maintenance of the City's traffic signal equipment and systems will include, but not be limited to:

- Repair and/or replacement of failed or malfunctioning signal systems caused by collisions, vandalism, civil disorder, windstorm, natural disasters, wildfire, street construction, or excavation.
- Modifications to traffic signal equipment such as, but not limited to, upgrades of

controller cabinets and controller components.

- Replacement of batteries for BBS.
- LED Module replacements.
- Pedestrian indication replacements.
- Painting of cabinets, signal poles and signal heads.
- New lenses and framework.
- New signal loop detectors.
- New video, radar, and/or hybrid detection systems.
- Interconnect installation, repair, terminations, and testing of same (excludes monthly testing).
- Replacement of obsolete or deteriorated beyond repair equipment.
- Underground Service Alert (USA) requests and notices pertaining to traffic signal system.
- Repair and/or maintenance of portable changeable message sign.
- Repair and/or replacement of failed or malfunctioning electric vehicle (EV) charging stations.

OTHER EXTRAORDINARY RESPONSES

Contractor may be required to assist in the final inspection of new or modified traffic signal systems, or provide interim emergency response or repairs of signals not currently owned by the City as authorized by the City.

A. Notifications

The Contractor shall report to the Director of Public Works or their authorized representative the conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. Contractor shall also submit to the City photo records of damaged equipment requiring repair or replacement resulting from collisions. Unless otherwise directed by the City, no work shall proceed without the Director of Public Works' or their authorized representative's written authorization, except in emergencies and/or when the immediate replacement or repairs are required to prevent injury to persons or property damage.

All items of work requested in said Extraordinary Maintenance work orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days with exemption consideration given to work orders requiring materials to be purchased or unless specifically directed otherwise by the City. The completion of final repairs subsequent to the Contractor's initial temporary repairs shall be subject to the same ten (10) calendar days completion requirements. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

B. 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 one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays, 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's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Director of Public Works or their 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 remove all of the temporary traffic control devices and return those devices owned by the City to the City Yard (or designated location determined by the City).

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 temporary stop signs and all other necessary warning devices and relieve the police officer.

If the Contractor representative must leave a blacked out signal location that has stop signs, the technician shall use the police panel switch to set a flash operation when the power is restored. Contractor shall schedule a follow-up visit to turn off the flash, remove the stop signs, and restore normal traffic signal operation when the power is available.

C. Underground Service Alert

The Contractor shall be the designated City representative at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.

The Contractor shall be responsible for equipping its technicians with the proper locating devices and for maintaining an up-to-date or current inventory of as-builts (City to provide a set of its current records) for these facilities including field verification using these locating devices. All updates shall be transmitted to the City in a format adequate for its records.

In the event underground equipment is damaged by construction due to the Contractor's failure to properly mark the underground facilities per the records or reasonable effort using the appropriate equipment as determined by the City, the costs for repairs shall be the sole responsibility of the Contractor for facilities which were not properly marked. It shall also be the Contractor's responsibility to contact requesting party in the event the scope of work is vague or incomplete.

D. Traffic Signal Master/Interconnect

Contractor shall provide trained technicians/personnel in the field who have training in the operation and integration of the Econolite Centrac traffic signal master or equivalent and the related interconnect or communication system. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of copper, fiber optic cable and Ethernet equipment. If this work is subcontracted, this information shall be supplied and subject to the approval of the City. Costs for additional assistance shall be assumed per the unit price for related interconnect.

E. Painting

Contractor shall repaint all surfaces of metal standards, signal heads, back plates, visors, cabinets, and controller housings as directed by the City. Repainting shall be conducted by spray painting methods with colors consistent with traffic signal standards and as approved by the City.

F. Street Light Maintenance

Contractor shall repair/replace all equipment associated with City-owned streetlights including but not limited to the type of street light pole as directed and approved by the City. Costs for additional assistance shall be assumed per the unit price.

G. Method of Payment

Upon the 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:

1. Materials
 - a. The City shall pay to the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up specified in the Contractor's bid proposal, but in no case greater than 15%. All materials and parts shall be new or have the approval of the Director of Public Works or their designee, if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in extraordinary maintenance.
2. Direct Labor
 - a. Contractor shall present with its monthly invoice a record of hours spent in extraordinary maintenance of traffic signals and appurtenances by intersection/location. City shall pay the Contractor for such hours of extraordinary maintenance at the rates specified on Exhibit B of the Contract. Said hourly rates shall be the total cost to 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 workmen's compensation, pension, vacation, sick leave, or any local, state, federal, or union tax or assessment and no additional compensation will be allowed.
3. Equipment
 - a. City shall pay Contractor for equipment used in extraordinary maintenance on a per-hour basis as specified in Exhibit B of the Contract and per the appropriate required equipment to complete the work. The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by City when specified equipment is used and no additional compensation will be allowed. No additional compensation shall be paid for transporting the equipment to or from the job site.

Labor Strike

It shall be the responsibility of the Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in the City. In case of any labor strikes, the Contractor shall provide other means, at its own cost, to provide comparable continuous service as if there were no strike. Failure to do so will cause the City to take whatever actions are deemed necessary to provide such service and the costs will be borne by the Contractor.

Performance and Payment Bonds

The Contractor shall secure the City of Lake Forest for the faithful performance of its duties and payment of lawful obligations under this Contract by means of a faithful performance bond which is one hundred percent (100%) of the total contract amount and a labor and materials payment bond which is one hundred percent (100%) of the total contract amount whereby the City of Lake Forest shall be made beneficiary thereof and all costs and premiums shall be paid by Contractor. Said bonds will be furnished for the term of the contract, prior to the issuance of the purchase order, and shall be issued by a surety company rated Grade A or better and Class IX or better by the latest edition of Best's Key Rating Guide.

Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. Contractor shall possess and maintain appropriate licenses by the State of California Contractors Licensing Board through the term of the Contract. No City fees will be charged for City-related projects.

Patents

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

Coordination

The City's project administrator will be the City's Traffic Engineering Manager. The Contractor and City's project administrator shall meet every month to schedule and coordinate current upcoming work.

Page Break

Signalized Intersection List and Map – December 2022

Location ID Number	Major Street	Minor Street
1	Alton Parkway	Commercentre Drive
2	Alton Parkway	Monarch
3	Alton Parkway	Catalina
4	Alton Parkway	Towne Centre/Rancho Parkway
5	Alton Parkway	Sunflower
6	Alton Parkway	Towne Centre
7	Alton Parkway	Portola Parkway
8	Bake Parkway	Artists Way
9	Bake Parkway	South Pointe
10	Bake Parkway	North Pointe
11	Bake Parkway	Commercentre Drive
12	Bake Parkway	Dimension Drive
13	Bake Parkway	Rancho Parkway (South)/Emi Way

14	Bake Parkway	Rancho Parkway (North)
15	Bake Parkway	Towne Centre
16	Bake Parkway	Portola Parkway
17	Bake Parkway	Rue de Fortuna
18	Dimension Drive	Canada Road
19	Dimension Drive	Commercentre Drive
20	Commercentre Drive	Civic Center Way
21	Commercentre Drive	Serrano Summit/Biscayne Bay
22	El Toro Road	Bridger Road
23	El Toro Road	Rockfield Boulevard
24	El Toro Road	Arbor
25	El Toro Road	Raymond Way
26	El Toro Road	Muirlands Boulevard
27	El Toro Road	Fire Station 19*
28	El Toro Road	Jeronimo Road
29	El Toro Road	Toledo Way
30	El Toro Road	Serrano Road
31	El Toro Road	Trabuco Road
32	El Toro Road	Aliso Park Drive
33	El Toro Road	Northcrest Drive
34	El Toro Road	Normandale Drive
35	El Toro Road	Portola Parkway/ Santa Margarita Parkway
36	El Toro Road	Pheasant Run
37	El Toro Road	Ridgeline Road
38	Glenn Ranch Road	Ellipse
39	Glenn Ranch Road	Definition
40	Glenn Ranch Road	Saddleback Ranch Road
41	Glenn Ranch Road	Viejo Ridge
42	Jeronimo Road	Serrano Inter School
43	Jeronimo Road	Cherry Ave
44	Lake Forest Drive	Rockfield Boulevard
45	Lake Forest Drive	Aspan Street
46	Lake Forest Drive	Lake Forest Town Center
47	Lake Forest Drive	Muirlands Boulevard
48	Lake Forest Drive	Jeronimo Road
49	Lake Forest Drive	Toledo Way
50	Lake Forest Drive	Serrano Road
51	Lake Forest Drive	Chinook Drive
52	Lake Forest Drive	Trabuco Road
53	Lake Forest Drive	Canada/Newvale
54	Lake Forest Drive	Pittsford Drive

55	Lake Forest Drive	Vintage Woods Drive
56	Lake Forest Drive	Dimension Drive
57	Lake Forest Drive	Regency Lane
58	Lake Forest Drive	Vista Terrace
59	Lake Forest Drive	Rancho Parkway
60	Lake Forest Drive	Towne Centre
61	Lake Forest Drive	Portola Parkway
62	Muirlands Boulevard	Aspan Street
63	Muirlands Boulevard	Dylan/Village Center
64	Muirlands Boulevard	Parkview
65	Portola Parkway	Saddleback Ranch Road
66	Portola Parkway	Rancho/Purpose
67	Portola Parkway	Glenn Ranch Road
68	Portola Parkway	Pauling/Towne Centre
69	Portola Parkway	Auto Center Drive
70	Portola Parkway	Market Street
71	Portola Parkway	Paloma
72	Rancho Parkway	Corridor Center
73	Rancho Parkway	Sports Park
74	Ridge Route	Rockfield Boulevard
75	Ridge Route	Muirlands Boulevard
76	Ridge Route	Jeronimo Road
77	Ridge Route	Toledo Way
78	Ridge Route	Serrano Road
79	Ridge Route	Trabuco Road
80	Rockfield Boulevard	Center Drive
81	Rockfield Boulevard	Boeing
82	Rockfield Boulevard	Harvest
83	Rockfield Boulevard	Orchard
84	Rockfield Boulevard	Landsview
85	Rockfield Boulevard	Los Alisos/Fordview
86	Saddleback Ranch Road	Fawn Ridge
87	Toledo Way	Serrano Road
88	Towne Centre	Entertainment
89	Towne Centre	Market Street
90	Trabuco Road	Cherry Avenue
91	Trabuco Road	Peachwood
92	Trabuco Road	Via del Rio
93	Trabuco Road	Paseo Tranquilo
94	Trabuco Road	Paseo Sombra

**El Toro Road / Fire Station 19 has a signal pole and mast arm but will be considered a flashing*

beacon under this contract and not a signalized intersection.

Flashing Beacons – December 2022

Beacon ID Number	Location / Description
1	Bake Parkway E/O North Pointe
2	Bake Parkway E/O South Pointe
3	El Toro Road E/B & Fire Station 19
4	El Toro Road S/B & Ridgeline Road
5	Jeronimo N/O Serrano Intermediate School
6	Ridge Route W/O Jeronimo Road
7	Lake Forest Drive E/O Overlake
8	Lake Forest Drive W/O Overlake
9	Serrano Road / Winding Way (RRFB)
10	Rue de Fortuna / Fascia (RRFB)
11	Rockfield / Dune Mear (RRFB)
12	Emi Way/Edna Parkway (RRFB – Future)
13	Greenleaf/Lassen Street (RRFB – Future)

Radar Feedback Signs – December 2022

Sign ID Number	Location / Description
1	Regency Lane N/O Parkside
2	Regency Lane S/O Parkside
3	Saddleback Ranch Road S/O Malabar Road

TRAFFIC SIGNAL SYSTEM MAP

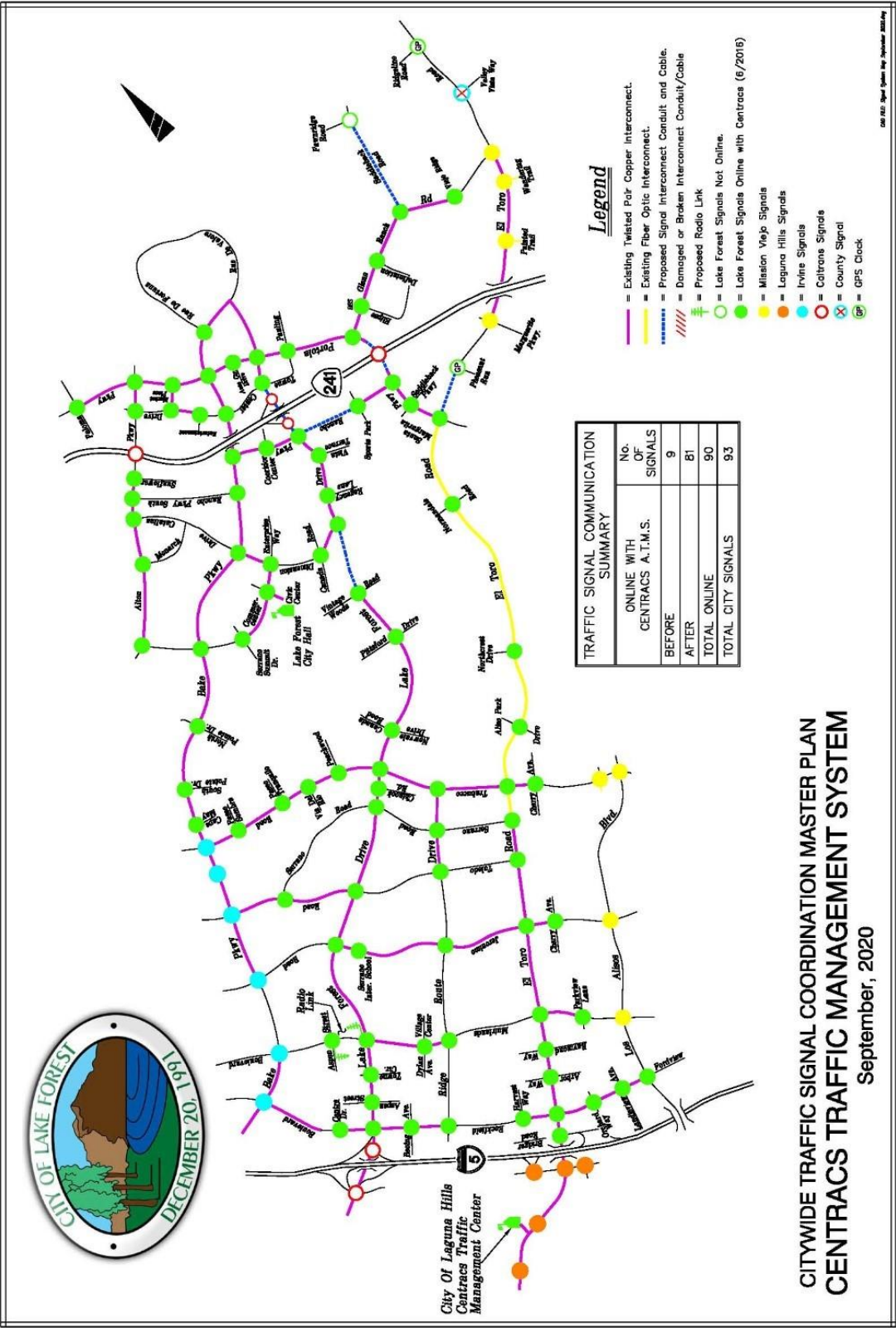


EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES

Contractor shall provide the services described in Exhibit "A" Scope of Services as directed by the City.

EXHIBIT "C"

COMPENSATION

Consultant shall be paid for services rendered in accordance with Section 3.3. of the Agreement and as described above under Exhibit "A" Scope of Services, the not to exceed fee of One Million Eight Hundred Thirty-Seven Thousand Seventeen Dollars (\$1,837,017) based on the following schedule:

ROUTINE MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS

Item No.	Item Description	Units Quantity	Units	Unit Costs/ Hourly Rates	Total Cost
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems including quarterly/semi-annual and annual tasks. (Per intersection, per month)	93	Each	\$70.00	\$6,510.00
2	Routine inspection, and repairs of flashing preventive maintenance, beacons (including RRFB). (Per beacon, per month)	9	Each	\$35.00	\$315.00
3	Routine inspection, preventive maintenance, and repairs of luminaires. (Per light, per month)	370	Each	\$1.00	\$370.00
4	Routine inspection, preventive maintenance, and repairs of internally illuminated street name signs. (Per sign, per month)	337	Each	\$1.00	\$337.00
5	Routine inspection, preventive maintenance, and repairs of City-owned Streetlights. (Per streetlight, per month)	1	Each	\$1.00	\$1.00
6	Routine inspection, preventive maintenance, and repairs of radar feedback signs. (Per sign, per month)	3	Each	\$25.00	\$75.00
7	Routine inspection, preventive maintenance, and repairs of reflectorized street name signs. (Per sign, per month)	1	Each	\$0.50	\$0.50
	Monthly Totals for Routine Maintenance				\$7,608.50
	Annual Totals for Routine Maintenance				\$91,302.00
	3-Year Routine Maintenance ONLY Total				\$273,906.00

* Reflectorized street name signs (RSNS) are anticipated to replace the internally illuminated street name signs (IISNS) and the City is requesting the contractor to provide a unit price to include all costs, including labor, materials, equipment, overhead and profit and no additional compensation will be allowed for the Routine Maintenance of these signs.

Unit prices shall include all costs, including all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside marked limits of work. No compensation will be allowed for disposing of rejected or excess material. Contractor shall note that the Award, if any, of this contract will be to the most responsible Contractor per the selection criteria. The City reserves the right to reject all proposals. In case of discrepancy between unit and total price, the unit price shall prevail.

EXTRAORDINARY MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS

Item No.	Item Description	Units Quantity	Units	Unit Costs/ Hourly Rates	Total Cost
1	Labor				
	Signal Maintenance Superintendent		Hour	\$80.00	
	Signal Maintenance Superintendent (Overtime)		Hour	\$130.00	
	Signal Maintenance Technicians		Hour	\$110.00	
	Signal Maintenance Technicians (Overtime)		Hour	\$185.00	
	Field Traffic Signalman		Hour	\$100.00	
	Field Traffic Signalman (Overtime)		Hour	\$175.00	
	Laborer		Hour	\$80.00	
	Laborer (Overtime)		Hour	\$115.00	
	Painter		Hour	\$80.00	
	Painter (Overtime)		Hour	\$115.00	
	Engineer Technician		Hour	\$80.00	
	Engineer Technician (Overtime)		Hour	\$115.00	
	Interconnect/Communications Specialist - Ethernet		Hour	\$105.00	
	Interconnect/Communications Specialist - Ethernet (Overtime)		Hour	\$180.00	
2	Equipment				
	Aux/Flex Lift (Hydraulic Boom)		Hour	\$10.00	
	Pickup Truck		Hour	\$10.00	
	Service Truck		Hour	\$25.00	
	Service Ladder Truck		Hour	\$25.00	
	Boom Ladder Truck (Man Lift) (Bucket Truck)		Hour	\$40.00	
	Concrete Saw and Water Truck		Hour	\$25.00	

	Compressor with Tools		Hour	\$5.00	
	Crane		Hour	\$165.00	
3	Controller, Cabinet and Appurtenances				
	New fully wired Type P cabinet	2	Each	\$31,900.00	\$63,800.00
	New NEMA type TS1 controller	5	Each	\$7,800.00	\$39,000.00
	Complete upgrade of existing controller cabinet (excluding controller) including, but not limited to, painting, rewiring, and auxiliary equipment upgrades including rack-mounted detection and new MMU	6	Each	\$3,100.00	\$18,600.00
	Type III service	5	Each	\$5,100.00	\$25,500.00
	Replacement of shelf-mounted detectors with rack-mounted (estimate based on the replacement of 12 detectors)	15	Each	\$2,660.00	\$39,900.00
	Individual replacement of detectors	10	Each	\$155.00	\$1,550.00
	Installation of new Signal Monitor unit	4	Each	\$1,299.00	\$5,196.00
	Operation and certification testing of new cabinet and controllers and appurtenances (work shall be in accordance with State of California testing procedures)	4	Each	\$1,250.00	\$5,000.00
	Communication switches	6	Each	\$3,550.00	\$21,300.00
	Malfunction Management Unit (MMU)	5	Each	\$1,495.00	\$7,475.00
	Annual Conflict Monitor Testing and Reporting	93	Each	\$125.00	\$11,625.00
	Annual Emergency Vehicle Pre-emption	93	Each	\$70.00	\$6,510.00
4	Vehicle Heads and Equipment				
	Red ball LED display	50	Each	\$105.00	\$5,250.00
	Red arrow LED display	50	Each	\$105.00	\$5,250.00
	Yellow ball LED display	20	Each	\$105.00	\$2,100.00
	Yellow arrow LED display	20	Each	\$105.00	\$2,100.00
	Flashing Yellow arrow LED display	20	Each	\$105.00	\$2,100.00
	Green ball LED display	50	Each	\$105.00	\$5,250.00
	Green arrow LED display	50	Each	\$105.00	\$5,250.00
	Red Programmable Visor (PV) LED	10	Each	\$150.00	\$1,500.00
	Yellow Programmable Visor (PV) LED	10	Each	\$150.00	\$1,500.00
	Green Programmable Visor (PV) LED	10	Each	\$150.00	\$1,500.00
	3-Section 12" LED Signal Head	5	Each	\$620.00	\$3,100.00
	4-Section 12" LED Signal Head	5	Each	\$975.00	\$4,875.00
	5-Section 12" LED Signal Head	5	Each	\$1,245.00	\$6,225.00

5	Pedestrian Heads and Equipment				
	Pedestrian push button sign	10	Each	\$50.00	\$500.00
	Pedestrian module LED countdown kit	32	Each	\$205.00	\$6,560.00
	Pedestrian push button with ADA-compliant push button	4	Each	\$105.00	\$420.00
	Accessible Pedestrian Signal System Button	4	Each	\$695.00	\$2,780.00
	Install New Accessible Pedestrian Signal System (per intersection)	1	Each	\$9,950.00	\$9,950.00
6	Painting of Controller Cabinets/ Signal Heads. Pedestrian Heads. Signal Poles/ Streetlight Poles				
	Clean, primer, and repaint controller cabinet exterior surfaces with paint color as specified by City	20	Each	\$600.00	\$12,000.00
	Clean, primer, and repaint complete signal head and mounting surfaces with paint color as specified by City	15	Each	\$110.00	\$1,650.00
	Clean, primer, and repaint complete pedestrian head and mounting surfaces with paint color as specified by City	10	Each	\$90.00	\$900.00
	Clean, primer, and repaint complete signal pole and mounting surfaces with paint color as specified by City	1	Each	\$600.00	\$600.00
	Clean, primer, and repaint complete street light pole and mounting surfaces with paint color as specified by City	1	Each	\$1,000.00	\$1,000.00
7	Replacing Detection				
	6' round three or four-turn Type D loop detectors including sawcut lead-in and splicing	20	Each	\$650.00	\$13,000.00
	6' round three or four-turn Type E loop detectors including sawcut lead-in and splicing	50	Each	\$575.00	\$28,750.00
	Video/Hybrid detection camera (Iteris Apex or approved equal)	4	Each	\$5,950.00	\$23,800.00
	Radar detection (Wavetronix or approved equal)	4	Each	\$7,450.00	\$29,800.00
8	Battery Back-up System (BBS)				
	Uninterruptible Power Supply Unit for BBS	4	Each	\$4,800.00	\$19,200.00
	Batteries, Per Location	24	Each	\$2,075.00	\$49,800.00
	Install new BBS with External Cabinet	1	Each	\$12,030.00	\$12,030.00

9	Traffic Signs/IISNS/RSNS/Lighting				
	Regulatory and/or warning signs on signal poles	10	Each	\$200.00	\$2,000.00
	Regulatory and/or warning signs on signal mast arms	10	Each	\$275.00	\$2,750.00
	6' IISNS panels	40	Each	\$350.00	\$14,000.00
	8' IISNS panels	6	Each	\$385.00	\$2,310.00
	LED Edgelit IISNS	6	Each	\$4,200.00	\$25,200.00
	IISNS Light (both bulbs per unit)	100	Each	\$100.00	\$10,000.00
	HPS Luminaire (regardless of wattage)	15	Each	\$235.00	\$3,525.00
	LED Luminaire (regardless of wattage)	10	Each	\$505.00	\$5,050.00
	Reflectorized Street Name Sign	40	Each	\$2,075.00	\$83,000.00
	HPS City Owned Streetlight (regardless of wattage)	10	Each	\$235.00	\$2,350.00
	LED City Owned Streetlight (regardless of wattage)	10	Each	\$505.00	\$5,050.00
	Replacement of City Owned Streetlight Pole (regardless of type)	1	Each	\$4,950.00	\$4,950.00
	Replacement of City Owned Streetlight Mast Arm – Single Arm (regardless of type)	1	Each	\$1,000.00	\$1,000.00
	Replacement of City Owned Streetlight Mast Arm – Double Arm (regardless of type)	1	Each	\$1,950.00	\$1,950.00
10	Interconnect Installation and Replacement				
	2" conduit (schedule 40) with pull boxes and pull rope	LF			
	Bore under sidewalk/street	1000	LF	\$32.00	\$32,000.00
	Trenched in dirt	1000	LF	\$19.00	\$19,000.00
	Wheeled or trenched in asphalt	1000	LF	\$65.00	\$65,000.00
	2" conduit (schedule 80) with pull boxes and pull rope	LF			
	Bore under sidewalk/street	1000	LF	\$32.00	\$32,000.00
	Trenched in dirt	1000	LF	\$19.00	\$19,000.00
	Wheeled or trenched in asphalt	1000	LF	\$65.00	\$65,000.00
	3" conduit (schedule 40) with pull boxes and pull rope	LF			
	Bore under sidewalk/street	1000	LF	\$34.00	\$34,000.00
	Trenched in dirt	1000	LF	\$21.00	\$21,000.00
	Wheeled or trenched in asphalt	1000	LF	\$67.00	\$67,000.00

	3" conduit (schedule 80) with pull boxes and pull rope	LF			
	Bore under sidewalk/street	1000	LF	\$34.00	\$34,000.00
	Trenched in dirt	1000	LF	\$21.00	\$21,000.00
	Wheeled or trenched in asphalt	1000	LF	\$67.00	\$67,000.00
	4" conduit (schedule 40) with pull boxes and pull rope	LF			
	Bore under sidewalk/street	1000	LF	\$37.00	\$37,000.00
	Trenched in dirt	1000	LF	\$24.00	\$24,000.00
	Wheeled or trenched in asphalt	1000	LF	\$70.00	\$70,000.00
	4" conduit (schedule 80) with pull boxes and pull rope	LF			
	Bore under sidewalk/street	1000	LF	\$37.00	\$37,000.00
	Trenched in dirt	1000	LF	\$24.00	\$24,000.00
	Wheeled or trenched in asphalt	1000	LF	\$70.00	\$70,000.00
	Interconnect cable(s)	LF			
	6 pair #22 cable	500	LF	\$3.00	\$1,500.00
	12 pair #22 cable	1000	LF	\$5.00	\$5,000.00
	25 pair #22 cable	2500	LF	\$8.00	\$20,000.00
	72 SMFO cable with trace wire	2500	LF	\$5.00	\$12,500.00
	12 SMFO Drop-In cable	500	LF	\$4.50	\$2,250.00
	Pull boxes, splice pedestals, splice canisters	EA			
	#5 pull box with lid	10	Each	\$835.00	\$8,350.00
	#6 pull box with lid	10	Each	\$900.00	\$9,000.00
	B40 pull box (or approved equal) with lid	10	Each	\$1,700.00	\$17,000.00
	Fiber Splice canisters (below grade applications)	10	Each	\$550.00	\$5,500.00
	Splice pedestals with locks	10	Each	\$1,000.00	\$10,000.00
	Replace lock assembly on splice pedestals	30	Each	\$100.00	\$3,000.00
	Termination/connector equipment in splice pedestals	EA			
	Terminal block for #22 cable	10	Each	\$50.00	\$500.00
	Interconnect cable connections including verification of operation	EA			
	6/12/25 pair #22 connections	20	Each	\$25.00	\$500.00
	Labor	HR			
	Interconnect/communications troubleshooting	100		\$50.00	\$5,000.00

11	Construction Response				
	Response to construction site timing adjustments/ signal flash	20	Hour	\$145.00	\$2,900.00
12	Underground Alert Responses/ Marking of Facilities				
	Response to USA Underground Alert requests at the direction of City staff for the marking and protection of all traffic signal underground facilities including traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs	200	Hour	\$150.00	\$30,000.00
	Review of USA Underground Alert emails and process work orders to respond to requests	200	Hour	\$5.00	\$1,000.00
13	Miscellaneous Maintenance				
	Repair electric vehicle (EV) charging station	10	Each	\$217.50	\$2,175.00
	Replacement of electric vehicle (EV) charging station (Not Specified)	1	Each		\$0.00
	Replacement of electric vehicle (EV) charging station (Single Port)	1	Each	\$9,100.00	\$9,100.00
	Replacement of electric vehicle (EV) charging station (Dual Port)	1	Each	\$11,925.00	\$11,925.00
	Repair and/or maintenance of portable changeable message sign	2	Each	\$290.00	\$580.00
	Estimated Total Contract Amount Initial Three-Year Term - Extraordinary Maintenance				\$1,563,111.00
	TOTAL 3 YEAR CONTRACT AMOUNT				\$1,837,017.00

Work not Included in the Schedule of Services

For all other extraordinary work, the City and Contractor shall negotiate the cost. For materials that are not included as part of the work items above, the City shall pay the Contractor's cost for the materials plus a not-to-exceed 15% mark-up. For labor, materials and equipment provided by others working as subcontractors to the Contractor, the City shall pay the subcontractor's cost plus a not to exceed 10% markup. The City reserves the right to negotiate the mark up percentages with the Contractor. The Contractor shall provide supplier and subcontractor invoices/quotes/prices as directed by the City.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Long Beach-Anaheim.

EXHIBIT "D"
INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$5,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance

coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.