

RESOLUTION NO. 17 - 99

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Maintenance Contract With DC Electric Group, Inc. In An Amount Not To Exceed \$152,898.04 For The Maintenance And Repair Of Traffic Signals, Streetlights And Safety Lighting For Fiscal Year 2017-2018

WHEREAS, on June 18, 2013, The City Council authorized the City Manager to enter into a Maintenance Contract with DC Electric of Cotati California in an amount not to exceed \$167,743 for traffic signal and street light maintenance for fiscal year 2013/14; and

WHEREAS, during said fiscal year, DC Electric assigned all its contracts to DC Electric Group Inc.; and

WHEREAS, said Maintenance Contract included a provision for four (4) one year options to renew the contract through fiscal years 2014-15, 2015-16, 2016-17, 2017-18; and

WHEREAS, the agreement allows for a cost of living increase by up to 5% each year based on the San Francisco/Oakland Consumer Price Index (CPI); and

WHEREAS, for the new contract for fiscal year 2017-18, DC Electric is proposing a 3.4% increase in its rates over the rates from fiscal year 2016-17; and

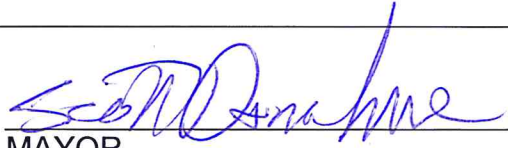
WHEREAS, the proposed total contract amount for both traffic signals and street light maintenance is in an amount not to exceed \$152,898.04; and

WHEREAS, there will be sufficient funding in the proposed Operating Budget for Fiscal Year 2017-18 to cover the cost of traffic signal and streetlight maintenance services; now, therefore be it

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to enter into a Maintenance Contract with DC Electric Group Inc. in an amount not to exceed \$152,898.04 for the Maintenance and Repair of Traffic Signals, Streetlights and Safety Lighting for Fiscal Year 2017-18.

ADOPTED, by the City Council of the City of Emeryville at regular meeting held Tuesday, June 20, 2017, by the following vote:

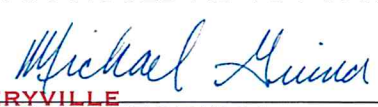
AYES:	<u>5</u>	Mayor Donahue, Vice Mayor Bauters and Council Members Martinez, Medina and Patz
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



CITY OF EMERYVILLE

MAINTENANCE CONTRACT

This Contract is made and entered into this _____ day of _____, 2017, between **CITY OF EMERYVILLE**, a municipal corporation ("City") and **DC ELECTRIC GROUP, INC.** a California Corporation, ("Contractor");

W I T N E S S E T H:

WHEREAS, DC Electric of Cotati, California submitted a proposal for designated services in connection with the Traffic Signals, Streetlights and Safety Lighting Maintenance and Repair, Fiscal Year 2013/14; and

WHEREAS, DC Electric has assigned all its contracts to DC Electric Group, Inc.; and

WHEREAS, the City desires to enter into this new contract for Fiscal Year 2017-18 with a rate increase in the amount of 3.4% over the rates for Fiscal Year 2016-17 based on the Consumer Price Index; and

WHEREAS, DC Electric Group, Inc. is an Electrical Contractor holding California Contractor's License No 949934; and

WHEREAS, the City has determined that DC Electric Group, Inc. is qualified by training and experience to render such services; and

NOW, THEREFORE, the parties mutually agree as follows:

A. AWARD OF CONTRACT

1. Contract Documents

The Contract Documents shall include this Contract, the State of California Department of Transportation Standard Plans and Standard Specifications, dated May, 2006, Chapter K of Caltrans Maintenance Manual, the RFP Exhibit "A", Billing Rates (Proposal Exhibit "B"), the Inventory of Street Lights (Exhibit "C") List of Traffic Signals to be Maintained (Exhibit "D") any Addenda and Change Orders. In the event of any conflict between the printed provisions of this Contract and those of Contractor's offer of acceptance, the provision of this Contract shall prevail.

2. Scope of Work

- a. In conformance with the Contract Documents, Contractor shall perform, or cause to be performed, the Work described in this Contract (hereinafter "Work"), to the satisfaction of the City. The Scope of Work is more particularly described in the RFP Exhibit A.
- b. Contractor agrees to provide phone service for the receiving of notification of inoperative traffic signal facilities including those items requiring emergency repair and service during Contractor's normal business hours (weekdays at 7am to 4pm). An answering service shall be provided for the receiving of

FOR CITY USE ONLY			
Contract #:		CIP #:	
Reso. #:		EPW #:	

notification of inoperative traffic signals facilities requiring emergency repairs or service at all times other than Contractor's normal business hours, whether such notification originates with City or a party or person other than City. This phone service shall be in place 24 hours a day, seven days per week.

- c. Contractor agrees to have service personnel available 24 hours per day, 7 days per week, to respond to Emergency Calls. Response time to the site will be within one hour at all times. In the event of multiple calls, each will be serviced on a priority basis. City will prioritize the calls for Contractor when placing the calls.
- d. Contractor may be called upon from time to time by City to repair, replace or refurbish equipment and appurtenances, such as street lights, safety lighting, street name signs, and to secure and repair street lights when damaged as a result of traffic related accidents. However, any materials requiring replacement in excess of one thousand dollars (\$1,000.00) will not be installed without prior written approval from City.

The City reserves its right to contract with others to perform any work specified in this section A.2.d. This Contract does not guarantee that the Contractor will be called to work for every repair, replacement, or refurbishment that is performed in the City during the life of this Contract.

3. Price

- a. The Contractor shall be compensated for Routine Maintenance in accordance with the rates set forth in Table A of Exhibit B. Should the Contractor fail to perform any of the items listed in Section 4 of Exhibit B and/or identified as Routine Maintenance, it shall be deemed that Routine Maintenance for that streetlight and/or exterior public facility light for that month has not been performed. The rate for that location for that month will not be paid.
- b. Overtime rates for Additional Work shall be charged, if any, only on weekdays from 5:00 p.m. to 8:00 a.m., Saturdays, Sundays, and all national holidays. Overtime shall be charged only for the actual time spent at the work site in fifteen (15) minute intervals at the rates identified in Table B of Exhibit B.
- c. The total amount to be paid under this Contract for all of the work set forth in Section 2 above is **ONE HUNDRED AND FIFTY-TWO THOUSAND EIGHT HUNDRED AND NINETY-EIGHT DOLLARS AND FOUR CENTS (\$152,898.04)** ("Total Contract Amount") An allowance in an amount not to exceed ONE HUNDRED AND ONE THOUSAND FIVE HUNDRED DOLLARS (\$101,500) for Extra Work as described in the RFP Exhibit "A" is included with the Total Contract Amount should it be needed. The Consultant shall not perform any Extra Work unless approved in writing by the City.

4. **Payment**

Contractor shall invoice City not more frequently than once a month for the services performed. Compensation shall be paid to Contractor upon receipt and approval by City of invoices setting forth in detail the services performed. City shall pay Contractor within forty-five (45) days after approval of the invoice by City staff.

The invoice shall include the date, time and location of service calls, date and time of arrival at the location, date and time of completion of the prescribed work, description of service rendered, and a detailed list of parts, equipment, and labor utilized in this work. Follow-up work such as permanent knockdown replacements or other Additional Work shall include all of the above and a copy of the City's written authorization to perform the work.

Upon request, the Contractor shall submit to the Public Works Director or his designee copies of material supplier's invoices for any materials used or supplied under this contract.

5. **Term**

This Contract shall be effective from July 1, 2017 and shall terminate on June 30, 2018.

6. **Option to Renew Contract**

At the option of the City, the City may enter into new contracts with the Contractor for fiscal year, 2018/2019, under the terms and conditions of this Contract. This option must be exercised by City by providing written notice of the City's intent to exercise said option to Contractor at least 30 days prior to the expiration of the term of this Contract. The Contractor shall be entitled to increase its rates for items set forth in Exhibits B, at a percentage no greater than the percent increase in the March to March San Francisco/Oakland Metropolitan Area Consumer Price Index as released by the United States Department of Labor on a yearly basis with a maximum inflation increase of 5% per year.

B. **PROSECUTION OF WORK**

1. **Change Orders**

City may, without notice to the sureties, and without invalidating the Contract, at any time: a) make alterations, deviations, additions to or deletions from the Contract Documents; b) increase or decrease the quantity of any item or portion of the work; c) delete any item or portion of the work; or d) require extra work, as determined by City to be necessary or advisable. All such work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered.

Any such changes will be set forth in a written Change Order issued by City. The Change Order will specify:

- a. the work to be done in connection with the change to be made;
- b. the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and
- c. the extent of the adjustment in the Contract time, if any.

A Change Order shall not become effective until it has been signed by the Director of Public Works. Upon receipt of an approved Change Order, Contractor shall promptly proceed with the ordered work, unless otherwise provided in the approved Change Order.

No changes or deviations from the Contract Documents shall be made without the authority of an approved Change Order, except that in cases of emergency the Director of Public Works may direct a change in writing. A Change Order increasing the total compensation under the Contract requires a written amendment to the Contract.

Whenever it appears to Contractor that a change is necessary, Contractor shall immediately notify the Director of Public Works of the change it believes necessary and the reasons for such change; however, work in the area affected shall not be discontinued unless ordered by the Director of Public Works.

2. Differing Site Conditions

Contractor shall promptly, and before such conditions are disturbed, notify the Director of Public Works in writing of:

- a. material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or class III disposal site in accordance with provisions of existing law;
- b. subsurface or latent physical conditions differing materially from those indicated in this Contract; or
- c. unknown physical conditions, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The Director of Public Works shall promptly investigate the conditions. If the Director of Public Works finds that such conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such

conditions, an equitable adjustment shall be made and the Contract modified in accordance with the change order procedures set forth herein.

In the event of any dispute between City and Contractor over the significance or existence of the changed conditions, Contractor shall not be excused from the scheduled completion date set forth herein, but shall retain such rights it may have as provided in these Contract Documents.

No claim of Contractor under this clause shall be allowed unless Contractor has given the notice required by this section, except that City may extend the prescribed time. No claim by Contractor for an equitable adjustment under this provision shall be allowed if asserted after final payment under this Contract.

3. Public Convenience

Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public. Maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to owners of abutting property. Convenient access to driveways, houses and buildings along the line of work shall be maintained, and temporary approaches to roads or highways shall be provided and kept in good condition.

4. Traffic Control Measures.

Contractor shall provide appropriate vehicular, pedestrian and bicycle traffic control measures.

a. Where facilities exist, a minimum sidewalk and bikepath width of four (4) feet shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of the construction site and in advance of the closure of the nearest crosswalk or intersection to divert pedestrians across the street. Access shall be maintained for persons with disabilities.

b. All work shall be planned and carried out so that there is least possible inconvenience to vehicular traffic, including deliveries to adjacent properties. Warning signs, lights and safety devices and other measures shall conform to the requirements of the Manual of Traffic Controls issued by Caltrans. Traffic control for day or nighttime lane closures (if nighttime work is permitted) shall be in conformance with the Caltrans Standard Plans for Traffic Control Systems. Contractor is authorized to place properly attired flagger(s) to stop and warn traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the Instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issues by Caltrans.

5. **Air Pollution Control**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract. Material to be disposed of shall not be burned, either inside or outside the work site.

6. **Water Pollution Control**

Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

7. **Storm Water Pollution Prevention Standards**

Contractor shall comply with City's Storm Water Pollution Prevention standards at all times during operation of this contract by incorporating current Best Management Practices (BMP) for use during the work.

8. **Sound Control Requirements**

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer.

9. **Weight Limitations**

Unless expressly permitted by the Director of Public Works, Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the California Vehicle Code over completed or existing base, surfacing, pavement or structures.

10. **Safety Requirements**

Contractor shall comply with all safety requirements prescribed by applicable federal, state and local laws and regulations to ensure the safety and health of those working and the local community. Contractor shall assume all responsibility for public safety during the prosecution of the work and all such costs shall be included in the Contract price. Whenever Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

11. **Inspection**

All authorized representatives of City shall have access to the work. Work and materials not meeting the requirements of City shall be corrected, and unsuitable work or material may be rejected. Failure on City's part to reject nonconforming work shall not be construed to imply acceptance of such work. Observation by City of the work shall not relieve Contractor of its responsibility to conduct its own comprehensive inspections of the work and to furnish materials and perform work in accordance with the Contract Documents.

12. **Termination**

City shall have the right to terminate Contractor's right to proceed with some or all of the Work and may terminate this Contract for default by providing written notice thereof at least five (5) calendar days in advance of the termination date. The term "default" includes, but is not limited to: a) performance of Work in violation of the terms of the Contract or other applicable law, order, regulation, permit or requirement; b) abandonment; c) assignment or subletting without City approval; d) bankruptcy or appointment of a receiver for Contractor's property; e) refusal or failure to properly prosecute the work; f) use of materials, supplies, plant or equipment of improper quality or quantity; g) refusal or failure to use an adequate number of properly skilled workers; h) failure to provide proper workmanship; i) failure to take effective steps to end a labor dispute; j) performance of this Contract in bad faith or k) failure to pay subcontractors. Upon such termination, City shall have the right to complete the Work, or the portion involved, by whatever means and methods it deems expedient, at the Contractor's expense which the City can deduct from any amounts due Contractor. City at its sole discretion may withhold any payment otherwise due Contractor until completion and final settlement of the Work covered by the notice of default.

City may also terminate the Contract for convenience if in the best interests of City upon thirty (30) calendar days notice in advance. In such event, Contractor shall be paid for all substantiated direct costs of materials furnished and work performed up to the date of termination any additional compensation that City deems reasonable.

Upon receipt of a notice of termination, Contractor shall: a) stop all Work unless directed otherwise; b) take such action to protect materials from damage; c) notify all subcontractors and suppliers that Contract is terminated; d) provide City with inventory list of materials previously produced, purchased or ordered and not yet used in the work; e) dispose of all materials not used on the Work as directed by City; f) if directed by City, assign all rights and interests of Contractor under subcontracts or orders for the project; g) furnish any required documentation; and h) take any other actions as City may direct.

13. **Subsurface Excavations; Notification**

Attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

"Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavatedThe regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

Contractor shall contact the regional notification center, "Underground Service Alert," and schedule the work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities.

14. **Trench Excavation Safety Plan**

Attention is directed to California Labor Code, Section 6705. At least five (5) days in advance of excavation of any trench five feet or more in depth, Contractor shall submit to the Director of Public Works a detailed plan showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the State Construction Safety Orders, the plan shall be prepared and signed by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety. Nothing in this section shall be construed to impose liability on City or its employees or agents.

C. **CONTRACTOR'S RESPONSIBILITIES**

1. **Responsibility for Damage**

Contractor shall be responsible for any loss or damage that may happen to the work; for any loss or damage to any of the materials of other things used or employed in performing the work; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or damage to property from any cause whatsoever.

Contractor shall indemnify, defend and save harmless City, and its officials, officers, employees, volunteers and agents against all suits, claims or losses

(including attorneys' fees and expenses) that may be based on any injury or damage to, or death of any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by Contractor, its subcontractors or employees, whether or not it shall be claimed that the injury was caused through a negligent act or omission of Contractor, its subcontractors, employees or other agents, except for the sole negligence or willful misconduct of City. Contractor shall, at its own expense, pay all charges of attorneys and all cost and other expenses arising or incurred in connection with such suits, claims or losses. If any judgment shall be rendered against City in connection with any such suit, claim or loss, Contractor shall at its own expense satisfy and discharge it.

2. Insurance

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property of the work hereunder by Contractor, his agents, representatives, and employees.

a. Minimum Scope and Limits of Insurance. Coverage shall be placed with insurers admitted in California with a current A.M. Best's rating of not less than A: VII:

(1) Contractor shall maintain general liability insurance with limits no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Contractor shall maintain automobile liability insurance with limits of no less than \$2,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of no less than \$2,000,000 per accident.

(4) Blank

b. Other Insurance Provisions.

(1) As to the general liability and automobile liability insurance policies, City and its officers, officials, employees, agents and volunteers are to be covered as additional insured pursuant to an endorsement to the policy. The coverage shall contain no special limitations on the scope of protection afforded to City and its officers, officials, employees, agents or volunteers.

(2) For any claims related to this project, Contractor's insurance coverage shall be endorsed to be primary insurance as respects City and its officers, officials, employees, agents or volunteers. Any insurance or self-insurance maintained

by City of Emeryville and its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) For worker's compensation coverage, the insurer agrees by endorsement to waive all rights of subrogation against City, Redevelopment Agency and their officials, employees, and volunteers for losses arising from the work.

(4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City of Emeryville, its officers, officials, employees, agents or volunteers.

(5) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

(6) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(7) Any deductibles or self-insured retentions must be declared to and approved by City.

3. **Payment of Taxes**

The Contract prices paid for the work shall include full compensation for all taxes which Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt Contractor from payment of any tax will be furnished to Contractor by City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract. Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether State or Federal, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

To the extent reasonably feasible, Contractor will use sales tax reporting procedures which will provide City of Emeryville the greatest benefit from California sales/use tax revenue. Such procedures may include, when applicable, designating City of Emeryville as the point of sale/use of product where there is no clearly determinable point of sale/use, self-reporting tax on out of state purchases of goods used in City of Emeryville and reporting City of Emeryville as the origin of construction costs as allowed by the State Board of Equalization pursuant to their December 1994, Resolution pertaining to allocation of local tax by construction contractors. Notwithstanding the above, Contractor shall not be obligated to adopt any procedures pursuant to this section if such procedures result in significantly increased costs to Contractor (including loss of profits or risk of liability for taxes in multiple jurisdictions),

or if such procedures are contrary to the sales and use tax laws or regulations of California or any other state.

4. **Permits and Licenses**

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Contract. Contractor shall comply with all permits applicable to the work. Contractor has and shall maintain the appropriate State Contractor's License, pursuant to Chapter 9 of Division 3 of the California Business and Professions Code.

Contractor has and shall maintain a current Business License with City of Emeryville during the term of this contract. Contractor shall insert in each of its subcontract Contracts a provision which requires its subcontractors to present proof that the subcontractor has obtained a current Business License with City of Emeryville during the term of this contract.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21176) may be applicable to permits, licenses and other authorizations which Contractor must obtain from State or local agencies in connection with performing the work of the Contract. Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

5. **Labor Code Requirements**

Attention is directed to the following requirements of the Labor Code:

a. **Hours of Labor.** Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to City, Twenty-Five Dollars (\$25) for each worker employed in the performance of the Contract by Contractor or by any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one (1) day and forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said Section 1815.

b. **Labor Non-Discrimination.** Attention is directed to Section 1735 of the Labor Code which provides Contractor shall not discriminate against any employee who is employed on the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code.

c. Prevailing Wages. Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, Contractor shall forfeit as a penalty to an amount determined by the Labor Commissioner, not to exceed Fifty Dollars (\$50) for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and can be obtained on-line at their website at <http://www.dir.ca.gov>. It is mandatory for the Contractor and any subcontractor to pay not less than the specified rates to laborers and workers employed by them in the execution of this Contract.

The Contractor shall comply with the provisions enacted by AB 854 that require Contractor and any subcontractor be registered with the State Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post job site notices, pursuant to Title 8 California Code of Regulations Section 16451.

City will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against City on the Contract.

Attention is directed to the requirements of Section 1773.8 of the Labor Code. Contractor shall make travel and subsistence payments to each worker needed to execute the work in accordance with the requirements of said Section 1773.8.

d. Payroll Records. Contractor's attention is directed to the following provisions of Labor Code Section 1776. Contractor shall be responsible for the compliance with these provisions by his subcontractors.

(1) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

The Contractor and all Subcontractors shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

(2) The payroll records enumerated under subdivision (1) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

(i) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(ii) A certified copy of all payroll records enumerated in subdivision (1) shall be made available for inspection or furnished upon request to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(iii) A certified copy of all payroll records enumerated in subdivision (1) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.

(3) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

(4) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

(5) Any copy of records made available for inspection as copies and furnished upon request to the public or City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of Contractor shall not be marked or obliterated.

(6) Contractor shall inform City of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(7) In the event of noncompliance with the requirements of this Section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a

penalty to the State or City, forfeit Twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to Contractor.

Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

e. Apprentices. Contractor shall fully comply with the requirements of Sections 1777.5 and 1777.6 of the California Labor Code and the regulations of the California Apprenticeship Council. In accordance with Section 1777.5, Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. Contractor shall require each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the work to comply fully with Sections 1777.5 and 1777.6 of the Labor Code. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

f. Workers' Compensation. Pursuant to the requirements of Section 1860 of the California Labor Code, Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Section 3700 of the Labor code. By signing this Contract, Contractor certifies the following:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

g. Event of Default. Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

6. **Warranty**

Contractor warrants that all materials and work furnished (1) shall meet all requirements and conditions of City's Contract and manufacturer's warranty if any; (2) shall be free from defects in design, material; workmanship and methods of installation; and (3) shall be fit for the purposes intended. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and nonconforming. This warranty by the Contract is in addition to any warranties or guarantees required or provided by the manufacturer or supplier.

Contractor shall correct the work at its own expense promptly after written notice from City to do so and pay for any damage to other property resulting from such nonconforming work. If Contractor fails to do so promptly, or in an emergency when delay could cause risk of damage or loss, then City take whatever actions are necessary to have the nonconforming work removed, replaced or corrected at the expense of Contractor and to recover its damages, costs and expenses, including withholding the amount from any payment that is due or to commencing an action against any performance bond.

Nothing in this section shall be construed to establish a period of limitation with respect to other obligations that Contractor may have under these Contract Documents.

7. **Independent Contractor Status**

Contractor shall independently perform all work under this Contract and shall not be considered an agent or employee of City; nor shall Contractor's subcontractors or employees be considered as subagents of the Owner.

8. **Hazardous Chemicals and Wastes**

Should any release, discharge, leakage, spillage, emission or pollution of any hazardous chemicals or wastes occur due to Contractor's work, then Contractor at its sole cost, shall clean all affected property to the satisfaction of City and any governmental body with jurisdiction. Contractor shall immediately report any such release to the Director of Public Works.

If the performance of the work outlined by these Contract Documents creates any hazardous wastes, Contractor shall properly dispose of such wastes in full accordance with federal, state and local laws, at its expense. Contractor shall provide City with written proof of its or its subcontractor's registration as a hazardous waste transporter.

9. **Compliance with Laws**

All work performed by Contractor under this Contract shall be in accordance with applicable federal, state and local requirements, including, but not limited to environmental laws and laws regarding disposal of hazardous wastes.

10. **Noncollusion Declaration**

By executing this Contract, Contractor declares that only persons or parties interested in this Contract are those named in Contractor's Proposal and that such proposal was not made in the interest of or on behalf of any undisclosed person, firm or organization; that the proposal was genuine and not collusive or sham; that the signatory to this Contract has not directly or indirectly induced or solicited others to put in a sham proposal, or to refrain from proposing; and that the signatory to this Contract has not in a manner sought by collusion to secure for itself an advantage over other potential proposers.

11. **Conflicts of Interest**

Contractor covenants and declares that other than this Contract, it has no holdings or interests within the City of Emeryville nor business holdings or agreements with any official, employee or representative of City and shall disclose any such holdings or interests to City in writing.

12. **Discrimination Prohibited**

Contractor covenants and agrees that in performing the services required under this Contract, Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age or disability.

13. **Payment Bond.**

A payment bond in an amount of 100% of the not to exceed amount of the Contract is required.

14. **Living Wage**

If this Agreement provides for compensation to Consultant of \$25,000 or more within a single fiscal year for providing services to the City, then Consultant shall comply with the requirements of the City's Living Wage Ordinance set forth in Chapter 31 of Title 5 of the Emeryville Municipal Code, unless (i) Consultant is a governmental entity, (ii) this Agreement is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Agreement is subject to federal or state laws or regulations that would preclude the application of the City's laws.

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Agreement for all employees of Consultant who perform at least twenty-five percent (25%) of the work arising from this Agreement, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08. Consultant shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Consultant for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Agreement and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

Consultant shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Agreement. "Living Wage" means no less than \$14.83 per hour (as of July 1, 2016, subject to increase annually on July 1st to reflect the twelve month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

D. GENERAL PROVISIONS

1. Applicable Law

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The exclusive venue for any legal action taken pursuant to this Contract shall be the Superior Court of the State of California for the County of Alameda or the United States District Court for the Northern District of California.

2. Assignment and Subcontracting

Neither this Contract nor any interest herein nor any claim hereunder may be assigned or subcontracted by Contractor either voluntarily or by operation of law, without the prior written consent of City. No such consent shall relieve Contractor of its obligations to comply fully with the requirements of this Contract.

3. Records

Contractor will permit City to audit, examine, and make copies of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract.

4. **No Waiver**

Failure of City to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Contractor in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Contractor of any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

5. **Notices**

a. **Communications Relating to Daily Activities.** All communications relating to the day to day activities of the work shall be exchanged between Ryan O'Connell for City and Tim Carter for Contractor.

b. **Official Notices.** All other notices, writings or correspondence as required by this Contract shall be directed to City and Contractor, respectively, as follows:

CITY

Carolyn Lehr,
City Manager
City of Emeryville
1333 Park Avenue
Emeryville, California 94608

CONTRACTOR

Don Caramagno
DC Electric Group, Inc
P.O. Box 7525
Cotati, CA 94931
(707) 992-0141

6. **No Personal Liability**

No member, official or employee of City shall be personally liable to Contractor or any successor in interest in the event of any default or breach by City or for any amount which may become due to Contractor or successor on any obligation under this Contract.

7. **Entire Agreement**

This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract. Any modifications to this Contract shall be in writing.

8. **Authority to Contract**

Contractor covenants and declares that it has obtained all necessary approvals to bind Contractor to this Contract and that the representative signing the Contract is authorized to do so.

City and Contractor have executed this Contract on the date that it is executed by City of Emeryville.

CITY OF EMERYVILLE

Carolyn Lehr, City Manager

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

Don Caramagno

President

5/24/17

Approved as to form:

Michael Guina, City Attorney

RFP EXHIBIT "A"

1.0 BACKGROUND

The City of Emeryville (City) desires to contract for the maintenance and repair of the City's traffic signal systems, streetlight and safety lighting systems.

The Contractor will provide this service for all streetlights, soffit lighting beneath bridge structures, park lighting, and lighting at the Amtrak Station platform and pedestrian overcrossing. The City has a total of 1806 light fixtures to be covered under this service. The locations of the various light fixtures are as shown on the attached Exhibit "C".

The Contractor will also provide maintenance service for 26 City owned traffic signal systems. The locations of the various traffic signals are as listed in Exhibit "D".

The City reserves the right to award any portion or all of the work specified in this Exhibit to one or more Contractor(s).

2.0 STANDARDS

Applicable standards in the performance of any and all work attended in the contract includes, but not limited to:

- Caltrans Standard Plans, May 2006
- Caltrans Standard Specifications, May 2006
- Chapter K of Caltrans Maintenance Manual
- National Electric Code (NEC) 2008 with California Electric Code Amendments, 2010
- California Manual of Uniform Traffic Control Devices (MUTCD), 2006 Edition

3.0 DEFINITIONS

Wherever in this exhibit and other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

3.1 Accident: An event or happening that is not expected, foreseen or intended, including but not limited to traffic accidents.

3.2 City: The City of Emeryville

3.3 Contractor: The person, firm, partnership or corporation to whom this contract is awarded by owner and who is subject to the terms thereof.

3.4 Emergency: When used in conjunction with the contract, shall mean an accident, malfunction, or occurrence that renders the light system inoperable or hazardous to public safety. Service rendered to emergencies shall have priority over all other services or maintenance repairs.

3.5 Public Works Director: The Public Works Director of the City of Emeryville

3.6 Equipment: The equipment, machinery and/or vehicles required to perform the work described in this RFP.

3.7 Municipal Parking Lots: Stand alone City owned parking lots, which are not adjacent to a city owned and/or operated park, community center, tennis court, athletic field or building.

3.8 Proposal: The written offer of the bidder to perform the proposed work made upon the approved form on which the City required to be submitted.

3.9 Safety Lights: Exterior lights at all City owned and/or operated parks and facilities covered under this contract

3.10 Response Time: Response time is the time elapsed between receipt of notification by the Contractor that service or repairs are required and the time the Contractor arrives at the location with the necessary tools, personnel, and equipment to effect such service repair.

3.11 Service: When used in connection with the contract, shall mean that the Contractor shall proceed without undue delay and within the response time to the location for light system which has been reported inoperative and shall service, repair, replace parts, or place in temporary operating condition, or otherwise activate damaged or inoperative equipment when notified either orally or in writing by the City's Maintenance Division, City's Police Department or any other recognized City authority.

4.0 STATEMENT OF WORK

a. Traffic Signal Maintenance

Contractor shall perform the following routine preventative maintenance at the signalized intersections listed in Exhibit "D":

Bi-Monthly Routine (Every 60 Days)

Visually inspect controller for proper operation.

Visually inspect all vehicular and pedestrian signals for proper operation.

Visually inspect all LED signals units for proper operation, replace outages found and return to City for replacement by manufacturer to Contractor or reimbursement by City to Contractor.

Check and actuate each pedestrian push button for proper operation.

Visually inspect roadway along loop detectors for possible exposed wires, cracks and potholes.

Check detector amplifiers and tune if needed.
Check controller cabinet filter.
Check wire schematics and records to make sure they are in the cabinet.
Check operation of the fan.
Check operation of ground fault receptacle.
Visually check for bent visors and backplates.
Visually check integrity of splices.
Check the time setting and match with time sheet on controllers.
Manually record inspection date and time in controller cabinet and send written confirmation of inspection with recommendations to City by intersection.

Annual Routine

Vacuum and clean controller cabinet and contents.
Replace cabinet filter.
Check weatherproof gasket seal on controller cabinets.
Lubricate hinges and lock on controller cabinets.
Manually record inspection date and time in controller cabinet and send written confirmation of yearly inspection with recommendations to City by intersection.
Test conflict monitor for proper operation.

b. Streetlight and Safety Light Systems

The purpose of this contract is to maintain the streetlights and safety lights light systems to operate in the manner that they were originally intended, or as later modified, so as to provide safety lighting to the City's streets and public facilities. In general, the work to be performed consists of providing routine preventative streetlight maintenance, as well as emergency maintenance and as-required maintenance work for the streetlights and exterior public facilities lights within the City of Emeryville.

It is imperative that all equipment in the respective systems be serviceable and in operation at all times, 24 hours a day, seven days a week. To insure this continuous and uninterrupted operation of equipment, service calls and emergency calls shall be answered promptly, and extraordinary effort shall be exerted by the Contractor to render this service.

The Contractor shall ensure that all streetlights and safety lights are maintained and in an operable and safe condition. Furthermore, the Contractor shall provide a full range of lighting maintenance services which include a 24 hours/7 days a week toll free call center operation, replacement or service of all lighting components with like or better components, maintain and submit monthly reports of all work performed, insure proper disposal of all materials, and perform monthly inspection and service as needed for all streetlights and safety lights, and respond to all reported lights out on all City streets and facilities covered under this service. The Contractor shall provide support for any modernization or system, equipment or proposed lighting upgrades and maintain a City inventory of all streetlights and poles.

The selected Contractor shall furnish all tools, equipment, workshop facilities, transportation, labor, parts, and materials and perform all work necessary to maintain in good quality and operation all streetlights and safety lights within the City. All work performed or equipment and parts supplied by the Contractor shall be subject to inspection and approval of the Public Works Director or his designee. Failure to pass inspection on any maintenance, repair, or service item shall result in non-payment for that item until such time that the Contractor can present the item to the City in an acceptable form.

1. Routine Preventative Maintenance

Routine Preventative Maintenance for each light fixture shall be performed by the Contractor. Routine preventative maintenance shall include the following items to insure the roadways and parks are properly illuminated:

- Replace lamps that have become inoperative by virtue of burnout. Replacement lamps shall be substantially equivalent to those replaced.
- Replace photoelectric cells, ballasts, fuses, igniters, hf generators, sockets and all other integral parts that have become inoperative from normal deterioration with either a like item or a selected upgrade.
- For LED Fixtures, replace photoelectric cells and fuses that have become inoperative from normal deterioration with either a like item or a selected upgrade. Where an LED fixture has become inoperable due to a material defect, install a replacement LED fixture (supplied by the City) and send defective fixture to manufacture for warrantee.
- Cleaning of lenses and shrouds when burned out lamps are replaced or when photocells are replaced on LED fixtures.
- Minor trimming of trees below the light fixture for the purpose of allowing a reasonable amount of light to be let through. Trimming is limited to within three (3) feet of the bottom of the fixture.
- Night checks of streetlights, and safety lights once a month during non-daylight hours to determine the location of unreported outages and/or minor tree trimming needs.
- Maintain and submit a monthly log listing each call received, the name of the caller (if given), the date of the call, the outage or other problem reported by the caller, and the location of the outage or other problem reported by the caller.
- Maintain and submit a monthly log for all night checks including but not limited to date of visit and location of outage or other problem.

Reporting: The need for streetlight and/or public facilities light maintenance will be reported to the Contractor by residents, the public and City staff to the Contractor's call center or online via the Contractor's website.

The Items of Work for Routine Preventative Maintenance are as listed in Exhibit "B", Billing Rates.

The City's streetlight and safety lighting systems are located as shown on the attached plan in Exhibit "C".

The City's Safety Lights include all fixtures located at the following facilities:

- Stanford Avenue Park
- Doyle Hollis Park
- The Emeryville Greenway Park Segments
- Marina Parking Lot west on west side of Powell Street
- Christie Avenue Park
- Civic Center Parking Lot
- Amtrak Station Platform
- Amtrak Station Pedestrian Bridge
- Powell Street Bridge Soffit Lighting
- 40th Street Bridge Soffit Lighting

c. Additional Work

Additional Work is comprised of Emergency Maintenance, Scheduled/As-Required Maintenance and Extra Work, and shall be performed by the Contractor. All costs for labor and equipment for Additional Work shall be as specified in Exhibit "B", Additional Work. The City may also seek additional quotes for this work and use other Contractors for this work.

All materials removed are the property of the City and may be recycled back into service after defective components are replaced and/or refurbished. Specific procedures for knockdowns are to be coordinated by the Contractor with the City and utility provider that owns the pole. The utility provider may choose to replace joint use poles and electrical service, while the Contractor will replace the streetlight or public facility light and bracket. If coordination with the utility provider is necessary to complete this work, at the City's direction the Contractor will provide this coordination.

Specialized equipment other than those items listed by the City in Exhibit "B", Additional Work may be priced separately on a per hour basis. Materials to be used are to be billed as a separate item. Indicate any standard markup percentage for supplied materials. Describe pricing application so it is clear how these prices are applied. For example, is it a single installation or service for work in conjunction with other work, work performed on an overtime basis, etc.

The Contractor agrees to the following Additional Work for traffic signals, streetlights and safety lights to be paid at the rates identified in Exhibit "B", Additional Work Hourly Rates and Standard Material Markup Rate :

1. Unscheduled On-Call / Emergency Maintenance

Emergency Maintenance, which is comprised of regular maintenance and emergency response, shall be performed by the Contractor selected as a result of this proposal. Work in this category is considered to be a safety concern. Responsive maintenance and emergency repairs to damaged or malfunctioning traffic signals, streetlights and exterior public facilities

lights shall be performed by the Contractor at the direction of the Public Works Director or his designee and shall constitute work made necessary due to malfunctioning systems, collision, acts of nature, or vandalism. Example of situations that would require an emergency response include, but are not limited to streetlight knockdowns, a block of streetlights out-of-service, malfunctioning traffic signal, or other repairs designated as an emergency response or call out by the City.

Occasionally, the Contractor may be called to respond to accident sites, disconnect power, secure the site for public safety, take down damaged poles or pick up a knocked down light. The Contractor shall furnish a price for performing this work both during normal working hours and during weekends, holidays, or other off-hours. The Contractor shall also furnish a price for reinstalling knockdowns with like materials.

The Contractor shall make immediate maintenance calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency exceed one (1) hour from the time of notification.

Emergency Maintenance includes, but is not limited to, the following items of work that shall be performed when necessary and charged as "Additional Work" after written approval from the Public Works Director:

- Rewiring and cable pulling
- Concrete and foundation repairs
- Streetlight pole or equipment replacement
- Replacement of lamps and/or photoelectric cells
- Other streetlight and/or exterior public facilities lights related work

2 Scheduled/As-Required Maintenance

Scheduled/As-Required Maintenance consists of regular maintenance work. Maintenance and repair requests made by the City that are not critical, or the work involved is of such a nature as to require advance scheduling, shall be completed on an "as needed" basis. Examples of Scheduled/As-Required Maintenance include, but are not limited to major equipment repair/replacement, permanent replacement of knockdowns, major rewiring, and general maintenance of streetlights and exterior public facilities lights.

3 Extra Work

The City may request extra work within certain total contract expenditure limits by the selected Contractor. Extra Work includes any special work not covered above as routine maintenance.

During the course of the agreement, the City may also solicit quotes from other Contractors for Extra Work and employ their services for said work.

4. Additional Work Item: Lumec Candela Photocell Modification

When existing side pole mounted photocells require replacement, new Lumec Candela pole top photocell cap conversion kits shall be utilized. The Contractor shall provide all replacement parts and material and rewire the pole as necessary. The existing side pole mounted photocell shall be abandoned in place.

d. Required Response Times

i. Emergency Response (one hour maximum response time).

This item is considered to be an immediate safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in one (1) hour or less from the time of notification. Examples of a situation that would require an emergency response include but are not limited to streetlight, safety light, or traffic signal knockdown, block of streetlights or traffic signal out-of-service, or other repairs designated emergency response by the City. The Contractor shall provide a twenty-four (24) hour per day emergency service for the replacement of burned out lamps and for traffic signal call outs. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number shall be made available to the Public Works Department and the City of Emeryville Police Department. The Contractor shall make immediate service calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency call exceed one (1) hour from the time of notification.

ii. Standard Response

This item is considered important but not an immediate safety concern. Maintenance and repair requests made on a regular basis shall be responded to within seven (7) calendar days of notification. In no event will regular response work be considered overtime without prior approval of the Public Works Director or his designee. An example of work that would require a regular response includes but is not limited to streetlight and safety light outages.

- iii. **Scheduled/As-Required Response** Maintenance and repair requests made by the City that are not critical or the work involved is of such nature as to require advance scheduling shall be completed on an "As-Required" basis at a schedule that is mutually agreed upon. Work authorization of this type shall include but not be limited to major equipment repair/replacement, permanent replacement of knockdowns, major rewiring, and general maintenance of streetlights and safety lights.

5 PROGRAM REQUIREMENTS

- a. Contractor shall have adequate shop and storage facilities within thirty (30) miles of the City limits of Emeryville, with staff, material and equipment necessary to perform all routine maintenance and perform temporary repair of accident damage. Shop and storage facilities, if located in Emeryville, must be located in an area appropriately zoned for this use. Contractor to provide location address with RFP response submittal.
- b. Contractor shall provide all equipment, trained personnel and supplies necessary to provide the services specified in this RFP.
- c. The Contractor shall provide an experienced, competent Superintendent who will be responsible for effectively supervising all work in progress. In addition to supervision or work in progress, the Superintendent must be capable of instructing his subordinates in correct and proper maintenance and safety techniques.
- d. The Contractor shall employ competent, experienced streetlight and traffic signal technicians qualified in repair or trouble detection of the City's lighting equipment. If any subcontractor, Superintendent, Foreman, laborer, or other person employed or associated with the Contractor appears to City staff to be intemperate, incompetent, troublesome, or otherwise undesirable to be employed on the work site, the employee shall be immediately removed from the work site at the request of the Public Works Director or his designee.
- e. The Contractor shall be responsible for providing all necessary traffic control equipment in all construction or maintenance zones per Part 6 of the California MUTCD most recent edition, or as determined by the Public Works Director or his designee to be required to give adequate warning of any dangerous conditions that may be encountered, prevent accidents, and avoid damage or injury to the public. In addition, whenever it is necessary to block any traffic lanes to complete any portion of the work, at least one (1) lane of traffic shall be kept open in each direction at all times. On major arterials, lane closures shall be avoided on weekdays between 7:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 6:00 p.m., unless approved in advance by the Public Works Director or his designee.

Emergency repairs shall be made whenever required and are not subject to the aforementioned time restrictions.

- f. The Contractor shall conduct his operations in order to minimize obstruction and inconvenience to public travel. At no time shall the Contractor be allowed to stop work for the purposes of a "coffee break" when the public right-of-way is impeded unless the work being done requires more than four (4) hours to complete.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall furnish and maintain, as necessary, fences, barricades, lights, signs, safety cones, and other devices per Part 6 of the California MUTCD most recent edition, or as determined by the Public Works Director or his designee to be required to give adequate warning of any dangerous conditions that may be encountered, prevent accidents, and avoid damage or injury to the public.

Failure on the part of the Contractor to provide adequate signing and barricading will be the authority for the City to provide such protection as is necessary by City forces or independent contractor. All work shall be stopped and the job site shall be vacated until the situation is remedied. All costs of protection so provided shall be deducted from the routine maintenance charges of the Contractor until the bill is satisfied. Repetitive failure shall be sufficient cause for the City to cancel the Agreement.

- g. The Contractor shall possess an active, valid Class C-10, and Class A Contractor's license from the State of California.
- h. The Contractor shall be knowledgeable of matters pertaining to streetlights and public facility lighting such as energy efficiency, light pollutions and applicable ordinances, types of lighting and their applications and the latest technology as well as applicable municipal and financial processes in the State of California.
- i. The Contractor shall be established and in place to perform this contract with a minimum of three (3) years related experience.
- j. Should construction be underway by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be underway by other forces within or adjacent to the said limits, the Contractor shall cooperate with all other contractor's or other forces to the end that any delay, duplication, or hindrance to their work shall be avoided.
- k. The Public Works Director or his designee shall have access at all times to work completed or in progress and shall be furnished with all reasonable means and facilities for ascertaining the progress of work and the quality of the materials used. All work performed and all materials furnished shall be subject to the Public Works Director or his designee's

inspection and approval. Any item not meeting the Public Works Director or his designee's complete satisfaction shall be replaced immediately.

Inspection of work shall not relieve the Contractor of any obligation to fulfill the contract as prescribed. Defective work or materials shall be made good, and unsuitable material may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously inspected by the Public Works Director or his designee and accepted.

- l. All work, which is determined by the Public Works Director or his designee to be defective in its construction or is deficient in any way, shall be remedied or removed by the Contractor at his expense in a manner acceptable to the City.
- m. The Public Works Director or his designee shall decide all questions that may arise regarding the quality or acceptability of materials furnished or work performed, the manner of performance and rate of progress of the work, and the acceptable fulfillment of the contract. The Public Works Director's decision shall be final.
- n. City's Right to Cure Contractor's Defaults. If the Contractor shall default or neglect to carry out any of his obligations under this contract and fail within fifteen (15) days after receipt of written notice from the City to the Contractor to commence and continue correction of such default or neglect to remedy Contractor's deficiencies with diligence and promptness, the City may, without prejudice to any other remedy or right it may have, make good such deficiencies. In such case, the cost of correcting such deficiencies shall be paid by the Contractor to the City within fifteen (15) days of receipt of an invoice.
- o. Call Center Operation. The selected Contractor shall have a dedicated call center that maintains a computer based record of all safety lights including pole number, nearest address, lamp type, and service history and logs all service requests and provides status reports of service requests. The selected Contractor will inform customers of the status of service requests any time they are not able to meet the minimum response times for that particular service. The contractor shall provide a website that includes the phone number for the call center, provides the ability to report outages and other issues online, and that links to the City's internet site. The public and City staff shall be able to report lighting outages and other issues via the Contractor's call center phone number and electronically via the internet 24/7.

The City will provide the Contractor with GIS shape files of the City streetlight/safety light inventory.

- p. Waste Disposal. The Contractor is responsible for the proper disposal of all waste materials generated in the performance of this contract. All hazardous material will be disposed of in accordance with applicable laws

and regulations. Appropriate records shall be maintained and available for inspection by the City within two (2) business days.

- q. Unauthorized Work. The Contractor shall promptly report to the Public Works Director or his designee observations of any unauthorized work being done by others upon the City's equipment being maintained by the Contractor. The Contractor shall also report observations or any work in progress which may endanger or damage the equipment of the lighting system.
- r. Prevailing wage. The successful bidder will be required to pay the prevailing wage rates in effect on the date this Request for Proposals was first published, pursuant to California law, including California Labor Code sections 1720 through 1861. General prevailing wage rates in Alameda County are on file with the Department of Industrial Relations, and shall be made available to any interested party upon request.
- s. Maintain Inventory of Spare Materials. The Contractor shall be equipped with the spare parts in sufficient quantities to maintain streetlight and exterior public facilities light operations. The City will maintain an inventory of spare replacement parts for those items not covered under the routine preventive maintenance for the Lumec poles and fixtures only. All other material will be provided by the contractor.

RFP EXHIBIT "B"**BILLING RATES, FY 2017/2018**

The proposal prices are to include and cover the furnishing of all labor, materials, equipment, incidentals, Toll Free Emergency Call Center, Website for on-line reporting, and overhead necessary to perform the work described in the "Specifications" section of Exhibit "A" of this proposal document. The proposer affirms that in the event they are selected as the successful proposer the Contractor assures that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

A. ROUTINE PREVENTIVE MAINTENANCE STREETLIGHT AND SAFETY LIGHT ITEMS					
	Monthly Streetlight and Safety Light Maintenance	Estimated Quantity per month	Unit	Unit Price	Total
1a	Lumec Candela and Transit Fixtures, Metal Halide	159	fixtures	\$ 3.30	\$ 524.70
1b	Lumec Candela LED	809	fixtures	\$ 1.00	\$ \$809.00
2	Holophane Acorn Head Fixtures, Induction lamps	102	fixtures	\$ 2.79	\$ 284.58
3	Cobra Head Fixtures, High Pressure Sodium	31	fixtures	\$ 1.97	\$ 61.07
3a	Cobra Head LED Fixtures	442	fixture	\$ 0.84	\$ 371.28
4a	Miscellaneous Style Fixtures, High Pressure Sodium or Metal Halide	157	fixtures	\$ 2.79	\$ 438.03
4b	Miscellaneous Style LED Fixtures	7	fixture	\$.84	\$ 5.88
5	Lighting System Night Checks	1	each	\$ 335.36	\$ 335.36
Total Monthly Cost:					\$ 2,829.90

Annual Cost of Streetlight and Safety Light Routine Preventative Maintenance: 12 x Total
Monthly Cost = \$33,958.80

Traffic Signal Maintenance

Bi-Monthly and Annual Routine Preventive Maintenance \$ 111.79 per Intersection per Visit

Total Bi- Monthly Cost of Traffic Signal Routine Preventive Maintenance:

$$26 \times \$111.79 \text{ per Intersection per visit} = \$2906.54$$

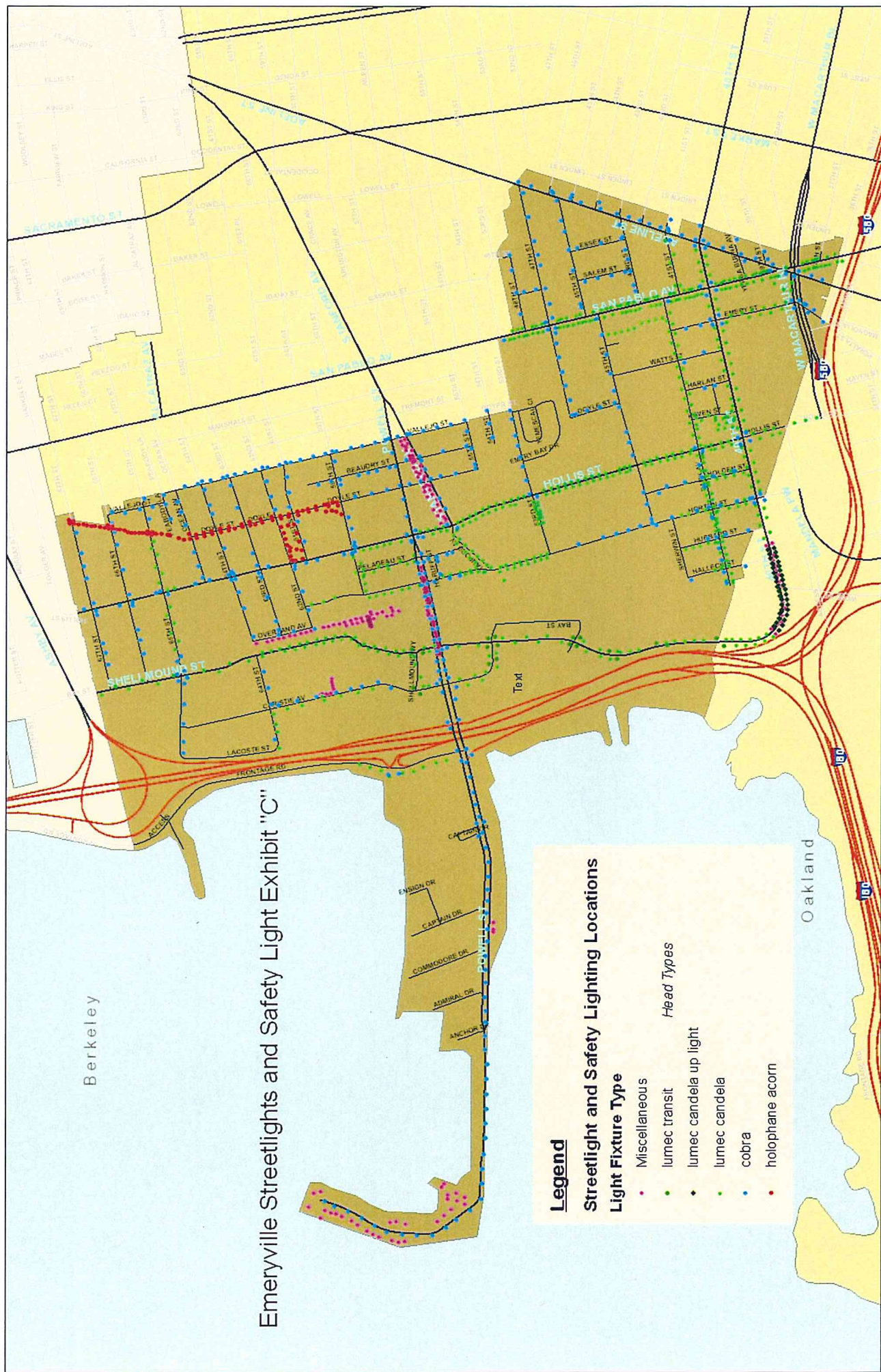
B. ADDITIONAL WORK HOURLY RATES FY 2017/2018			
	Equipment / Personnel	Regular Time	Over-Time
1	Traffic Signal Electrician (Regular Time)	\$ 108.44	
2	Traffic Signal Electrician (Overtime)		\$ 192.28
3	Traffic Signal Electrician Forman (Regular Time)	\$ 115.14	
4	Traffic Signal Electrician Forman (Overtime)		\$ 198.98
5	Streetlight Electrician (Regular Time)	\$ 108.44	
6	Streetlight Electrician (Overtime)		\$ 192.28
7	Streetlight Electrician Forman (Regular Time)	\$ 115.14	
8	Streetlight Electrician Forman (Overtime)		\$ 198.98
9	Night Check Technician	\$ 39.13	\$ 39.13
10	Laborer	\$ 74.90	\$ 125.21
11.	Bucket Truck	\$ 31.30	\$ 31.30
12.	Mobile Crane	\$ 95.02	\$ 167.68
13.	Crane truck	\$ 95.02	\$ 167.68

Additional Work Unit Price for Lumec Candela Photocell Modification: \$ 279.47 EA

C: Traffic Signal Material Pricing FY 2017/18

Item Description	Unit Price	Unit	Price
Audible Ped Signal	EA	\$	307.41
Lens 12" Glass Arrow*	EA		N/A
Lens 12" Glass*	EA		N/A
Visor 12" Full Circle	EA	\$	22.36
Backplate 12" 3 Section	EA	\$	70.42
Lens 8" Glass*	EA		N/A
Visor 8" Full Circle	EA	\$	21.24
Lamp TS 150 watt*	EA		N/A
LED 8" Red Ball	EA	\$	54.77
LED 8" Yellow Ball	EA	\$	54.77
LED 8" Green Ball	EA	\$	54.77
LED 12" Red Ball	EA	\$	58.13
LED 12" Yellow Ball	EA	\$	58.13
LED 12" Green Ball	EA	\$	58.13
LED 8" Red Arrow*	EA		N/A
LED 8" Yellow Arrow*	EA		N/A
LED 8" Green Arrow*	EA		N/A
LED 12" Red Arrow	EA	\$	54.77
LED 12" Yellow Arrow	EA	\$	54.77
LED 12" Green Arrow	EA	\$	54.77
Flasher 204-170	EA	\$	33.54
Detector 222	EA	\$	111.78
Detector 224	EA	\$	184.44
DC Isolator 242	EA	\$	63.72
Cabinet Light	EA	\$	7.82
GFI Receptacle	EA	\$	22.36
Hand Hold Cover Oval	EA	\$	27.95
Fuse KTK	EA	\$	7.82
Load Switch	EA	\$	30.18
PPB Std Complete Assembly	EA	\$	134.14
PPB Directional Plate	EA	\$	27.95
PPB Framework Side Mount	EA	\$	49.19
PPB Microswitch (Cap/SW)	EA	\$	35.77
PPB Std	EA	\$	63.72
Socket TS Lamp*	EA		N/A
Starter	EA	\$	49.19
Pricing includes Tax and Markup (as it appears on Monthly Invoice Detail)			
Standard Material Mark-Up Rate (for items not listed above): Cost plus 15 %			
*Item is no longer used.			

Emeryville Streetlights and Safety Light Exhibit "C"



CITY OF EMERYVILLE

Location of Traffic Signals to be Maintained, FY 2017--2018

- 1 Powell Street and Watergate Office Towers
- 2 Powell Street and Christie Avenue
- 3 Powell Street and Hollis Street
- 4 Powell Street and Beaudry Street
- 5 Christie Avenue and Powell Street Plaza
- 6 Christie Avenue and Shellmound Way
- 7 Shellmound Street and Shellmound Way
- 8 Shellmound Street and Christie Avenue
- 9 Shellmound Street and Marriot Hotel
- 10 Shellmound Street and Ohlone Way
- 11 Shellmound Street and Ikea Exit
- 12 Shellmound Street and Ikea Entrance
- 13 40th Street and Horton Street
- 14 40th Street and Hollis Street
- 15 40th Street and Emery Street
- 16 40th Street and Adeline Street
- 17 Emery Street, Peralta Avenue and Mac Arthur Blvd.
- 18 Adeline Street and 43rd Street
- 19 Hollis Street and Park Avenue
- 20 Hollis Street and 53rd Street
- 21 Hollis Street and Stanford Avenue
- 22 Hollis Street and 59th Street
- 23 Hollis Street and 64th Street
- 24 Hollis Street and 65th Street
- 25 65th and Shellmound Street/Overland Avenue
- 26 Christie Avenue Pedestrian Signal at PPP

EXHIBIT "D"