



RFP #1920-053119

REQUEST FOR PROPOSALS

ON-CALL SUPPORT SERVICES
FOR TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE
AND
EMERGENCY REPAIR SERVICES

PROPOSALS ARE DUE Friday, June 14, 2019 AT 4:00 PM

CITY OF HAYWARD
Public Works – Engineering & Transportation
777 B STREET, SECOND FLOOR
HAYWARD, CA 94541
PHONE – (510) 583-4784 FAX – (510) 583-3620

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Bid Price Schedule-Attachment 1	
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EXHIBITS:

ATTACHMENT 1 – Bid Price Schedules A through J

ATTACHMENT 2 – Sample Agreement for Maintenance Services

EXHIBIT A – Scope of Work (To be finalized at a later date)

EXHIBIT B – Nondiscrimination Employment Practices by City Contractors and Affirmative Action Certification Statement

EXHIBIT C – Affirmation of Non-Involvement in Nuclear Weapons

INSTRUCTIONS TO PROPOSERS

The City of Hayward (City) hereby inviting proposals with a description of qualifications and rates from qualified electrical Contractors to perform on-call maintenance and emergency repair services for traffic signals and streetlights. The contract will be for a period of 3 years effective when the agreement is fully executed by the bidder and the City of Hayward and shall remain effective through June 30, 2022, with the option to renew the contract for three additional years in one-year increments.

BACKGROUND

The City owns and operates 147 signalized intersections, 8,000 plus streetlights and additional devices including flashing beacons, radar feedback signs and rectangular rapid flashing beacon signs. The City's Signal Technician will be primarily performing the routine maintenance and repair services for the City's traffic signals and streetlights. The selected Contractor would provide on-call support services, emergency repair work and assist the City Staff as detailed in the Scope of Work.

SCHEDULE

- Release of RFP: Friday, May 31, 2019
- Questions Due: Friday, June 07, 2019
- Proposals Due: Friday, June 14, 2019 at 4:00 PM

SUBMISSION OF PROPOSAL

Proposals are due by: **4:00 p.m., Friday, June 14, 2019**. All proposals mailed or delivered shall be submitted in a sealed envelope. The envelope shall be labeled on the outside "**On-call Support Services for Traffic Signal and Street Light Maintenance and Emergency Repair Services**" and include Business name; Proposer's Contact Name; Phone Number, E-mail; and Current Mailing Address. Current Contractors/Service Providers are NOT exempt from participating in the proposal process. Mail or deliver to:

CITY OF HAYWARD
Public Works – Engineering & Transportation
777 B STREET, SECOND FLOOR
HAYWARD, CA 94541
Attention: Vasavi Pannala
Senior Transportation Engineer

Proposals can also be sent by email to vasavi.pannala@hayward-ca.gov by June 14, 2019 before 4:00 p.m. Include proposal name and name of the proposer in the email's subject line.

MINIMUM QUALIFICATIONS

In order to qualify for selection, the Contractor must meet the following minimum requirements:

- 1) Must be able to perform the work as described in Scope of Work.
- 2) Must possess a valid California State Contractor's License, Class C-10, throughout the duration of the project and shall be experienced in performing similar services required by the Agreement for Maintenance Services (See Attachment 2).
- 3) Must have sufficient, experienced personnel and equipment to perform all the work required by the Agreement for Maintenance Services.
- 4) Must have a proven track record of having provided signal and streetlight maintenance services for three (3) or more cities and/or communities over the past three (3) years.

SELECTION PROCESS

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and may or may not arrange interviews with the finalist prior to selection.

The review committee will use the following criteria to evaluate the proposals:

CRITERIA

1. Quality and thoroughness of the proposal.
2. Quality and thoroughness of the interview (if conducted)
3. Contractor Capability. This may include but not limited to:
 - Firm's history and resource capability
 - Total scope of services that firm is qualified to perform.
 - Response time
 - Level of expertise, professional background, and qualifications of key team members.
4. Pricing (Schedule B – Labor, Schedule C – Equipment, Schedule E – Material and Installation, Schedule F - Overtime).
5. References (include at least 3 local municipalities) and related experience.

PROPOSAL REQUIREMENTS

The Proposal must include:

- a. Contractor Description – Provide a complete description of licenses, work history, organizational structure, equipment, yard/office facilities, and number of employees.
- b. Statement of Qualifications - Provide a “Statement of Qualifications”, to include identification of similar projects and references.
- c. Based upon the City's outline of services set forth in Scope of Work, the Contractor shall describe the approach they would use to achieve the Project Objectives.
- d. The Contractor's background shall include, at a minimum, a description of the actual work performed, a description of the material provided by the Contractor and length of time for

completion of work.

- e. Provide itemized cost for repair and replacement of traffic signal and streetlight equipment as shown in Schedules A- J in Attachment 1 – Bid Price Schedule. The proposer shall sign and date the Bid Price Schedule. Any erasures or alterations of any kind to the bid price schedule shall not be made without initialing each such change.
- f. Other – Provide any other information contractor believes to be relevant to this RFP.
- g. Agreement – The successful contractor will be required to adhere to the provisions, terms, and conditions of the attached sample Agreement for Maintenance Services (Attachment 2). Objections to any provisions must be identified in the Proposal. Any exceptions or changes to the Agreement for Maintenance Services may constitute grounds to reject the proposal. No response will signify that the Agreement for Maintenance Services is acceptable as written.

In accordance with California Labor Code Sections 1770 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.02I (2) "Non-discrimination" under this contract or as shown in Attachment 2-Exhibit B.

- h. A statement of the Contractor's acceptance of the City's insurance and indemnification as shown in the sample Maintenance Agreement, or any reservations the Contractor has with the requirements.

PROPOSAL CONDITIONS

Proposals received after the time established will be rejected. No Contractor may withdraw a proposal after the time established for receiving proposals or before the award and execution of the contract, unless the award is delayed for a period of ninety (90) calendar days after the date of the City's opening of proposals.

The City reserves the right to reject any or all proposals and to determine which proposal is, in the City's judgment, the lowest responsive and responsible proposal. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein.

QUESTIONS

The Contractors are encouraged to promptly notify the City of Hayward in writing, of any apparent major inconsistencies, problems or ambiguities in the Scope of Work, bid schedule, or any requirements set forth herein. Any questions and requests for clarification/additional information shall be submitted to Vasavi Pannala, Senior Transportation Engineer, by emailing Vasavi.pannala@hayward-ca.gov, no later than **5:00 p.m., Friday June 07, 2019**.

SCOPE OF WORK

The Contractor shall provide **On-Call Support and Emergency Repair Services** for the City's traffic signals and streetlight infrastructure. The Contractor will be primarily providing support to City staff as needed. On-call and during emergency situations, the Contractor shall furnish and supply all labor, equipment, and materials and perform all work, as needed, to maintain and repair all traffic signal equipment, fiberoptic cable, safety lights, and streetlights. Various classifications of On-Call repair work include the following services listed below. No payment will be made for services not expressly authorized by the City staff.

Description of Required Services

Traffic Signal Repair

This work consists of correcting signal malfunctions of any kind, including for those that are the result of accidental damage (knockdown), vandalism, pavement failure, or obsolescence. Signal repair includes repairs necessary to correct equipment deterioration, malfunction, or other equipment failure.

Equipment Testing and Inspection

This work consists of inspecting and testing traffic control equipment, as recommended by the manufacturer or as required by City staff. The Contractor shall provide a service-to-test and certify controller cabinets and control equipment. The Contractor will certify and furnish the following documents to the City:

- Letter of Certifications
- Discrepancy List
- Cabinet Inspection and Testing Discrepancy Report
- Traffic Signal Controller and Cabinet Operational Testing and Checklist

Detector Loops/Cameras

On request, the Contractor shall test detector loops, detection cameras and detector lead-in-cables for Meg Ohms reading, continuity, frequency, and inductance. At the request of City staff, the Contractor shall be available to mark and locate detector loops, conduit locations and other underground electrical facilities (for example, to locate streetlight wires or fiber optic cables.)

Accidental Damage Repair

This work consists of repairing damage to streetlights and traffic signal systems resulting from traffic accidents. Accidental damage repair work includes cleanup of debris from an accident, such as a pole knockdown, erection of barricades or signs, or hookup of a temporary signal controller, temporary poles and signals, if necessary, and any other work required to safeguard against any or all injury or damage to the public and reduce to a minimum any inconvenience to the public. The

Contractor shall provide adequate traffic control and warning signs per the latest MUTCD guidelines and shall maintain erected warning and directional signs while work is in progress. Two signal heads facing each approach shall be considered the minimum acceptable operation pending permanent repairs unless otherwise authorized by City staff. All temporary signals, controllers, or other equipment shall provide the same functional capability as the original installation.

Signal System Modification

This work consists of installing a new signal or modifying any existing signal features or components.

Vandalism

This work consists of repairing damage to traffic signal systems as a result of vandalism, including, but not limited to, graffiti, and streetlight wire theft.

Painting

This work consists of painting poles, signal heads, streetlight poles, cabinets, and other devices.

Signal Timing Plan

The Contractor shall designate one person as the representative in the Contractor's organization, who shall be available to review traffic-provided signal programming charts of a timing plan to be installed at various traffic signals in the City as needed. Unless the City staff designates otherwise, (as in the case of urgent corrective measures), the procedure shall be as follows:

1. City staff shall make every effort to provide accurate signal programming charts to the Contractor.
2. The Contractor's representative shall review and check the accuracy of the City's programming charts. Accuracy shall be checked by reviewing the programming charts and then programming them into a spare controller for testing. The testing shall include, but will not be limited to, the verification of cycle lengths, splits, sequences of phasing, reference point of offsets, time of day plan, controller timing data, preemption plan and data, detector assignments, etc. The procedure shall not exceed five-to-ten working days depending upon the volume of programming charts and the number of traffic signals to be re-timed. The timing period may be extended upon acceptance by the City staff.
3. After reviewing and testing of a controller, the Contractor's representative shall make necessary corrections (if required) and send the error-free programming charts to City staff for authorization.
4. City staff shall provide the Contractor with three copies of authorized signal programming charts for each traffic signal. Upon receiving authorized programming charts, the Contractor shall install the timing plan within five working days from the date of receipt. One copy of the timing plan shall be kept inside the controller cabinet, one copy shall be sent to City staff,

and one copy shall remain with the Contractor. All copies shall be noted with “Date Installed” information.

New Traffic Signal

The Contractor shall provide the following services to facilitate the installation of a new traffic signal:

1. Prior to the acceptance of a new traffic signal by the City, the Contractor will inspect the traffic signal and prepare a punch list for corrective measures (if required). The signal construction Contractor will undertake all corrective measures.
2. The Contractor shall test related timing plans in the controller for new traffic signals before they are installed.
3. The Contractor shall provide qualified personnel to make all necessary field connections of the new traffic signal to the controller. This includes, but is not limited to, signal interconnect cable, detector lead-in cable, video detection (i.e., GPS, Opticom, etc.)
4. The Contractor shall be present at all signal turn-ons even if the traffic signal is being constructed by a different contractor.

Video Detection

The Contractor shall provide qualified personnel to install, test, adjust and clean the video detection systems. Otherwise, the Contractor will be responsible to hire the manufacturer video detection to program the camera at their expense. The Contractor shall also be able to operate and program and maintain a pan-tilt-zoom camera (PTZ camera) as needed.

Fiber Optics

The Contractor shall designate one person who has knowledge and appropriate licenses to install, troubleshoot, test (OTDR) and make recommendations for the City’s fiber optics system. The Contractor may also subcontract fiber optics work to an outside company at its own expense to troubleshoot the City’s fiber optics network. Upon completion of any fiber optic work, the contractor shall provide the City a drawing or mark-up indicating the new fiber connections.

Streetlights

The Contractor shall provide temporary or permanent repairs to streetlight equipment and appurtenances (LED fixtures, photocell) which the Contractor may be called upon from time to time by the City to repair, replace, or refurbish when streetlight or streetlight pole has been damaged by such things as, but not limited to, vehicle accidents or natural causes. Contractor shall ensure that in the event of a knockdown, that the affected area is secure and that no exposed wires are present. At the request of City staff, the Contractor shall repair or replace streetlight wire and conduits in the event of an outage or wire theft. Unless specified the City will furnish the appropriate LED fixtures to the contractor.

Training

City staff may request training in the use of certain equipment. This training will be provided on a time-and-material basis, as required. Tasks may include programming of a controller, video detection system and any assistance to City staff.

Special Provisions

Work Force

1. The Contractor shall always maintain a force of sufficiently trained, qualified traffic signal maintenance employees, preferably International Municipal Signal Association (IMSA) certified, having work experience of a minimum of two years to perform the work as required by City staff.
2. The team of qualified employees shall be sufficient to respond to emergency calls, which may be received at any time, and to promptly make temporary and permanent repairs.
3. The Contractor shall retain qualified engineering or technical personnel capable of working with the types of controllers in the City's system (example: NAZTEC 980, 2070, ECONOLITE ASC/2S, ASC/2M, T-170, T-2070, Econolite Cobalt, McCain 2070 etc.).
4. The Contractor shall provide adequate shop facilities, maintenance vehicles with two-way radio dispatch capability, and tools, inventory, and testing equipment to accomplish all the work described above.

Traffic Control

1. The Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect, and maintain sufficient warning and directional signs, barricades, and lights and shall furnish sufficient flagmen to give adequate warning to the public, at all times, that the road or street is under construction and of any dangerous conditions that may be encountered as a result thereof, in accordance with the CA MUTCD.
2. Whenever it is necessary to block any traffic lanes in order to complete any portion of the work, the Contractor shall notify the Hayward Police Department and the Hayward Fire Department, as well as City staff. Lane closure and times scheduled for closure shall be subject to approval of City staff. At least one (1) lane of traffic shall be kept open in each direction, at all times. On major arterials, no lane closures shall take place before 9:00 a.m. or after 3:00 p.m., without prior approval from City staff.
3. Failure on the part of the Contractor to provide adequate signing and barricading will give authority to City staff to provide such protection, as is necessary by City forces or an independent contractor. All costs of protection shall be charged to the Contractor. Repetitive failure shall be sufficient cause to terminate the contract.

Spare Materials and Equipment Availability

1. The Contractor shall maintain adequate storage and shop repair facilities to perform all work including a sufficient stock of common spare parts and signal equipment to effect permanent repairs to the system with the exception of controllers and cabinets. The City will provide spare controllers and cabinets on an as needed basis. The Contractor shall be responsible for maintaining adequate storage facilities to store City supplied materials.
2. The contractor shall provide equipment and apply installation procedures, which are acceptable to City staff and per City standards. An example of standards is all type “A” loops installed shall have four (4) turns. All vehicular signal indications (green, yellow or red) replaced shall be LED. All pedestrian signal indications replaced shall be regular LED or countdown type, where applicable. All loop wires shall be installed with a minimum cover of three (3) inches. All signal indications shall be replaced (both vehicle and pedestrian) with GELCORE or an approved alternative. All back plates replaced shall be louvered type. All the video detection cameras or pan-tilt-zoom cameras (PTZ cameras) shall be specified by City staff.

Parts, Material Quality, and Workmanship

1. Unless otherwise provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this agreement shall be of the best quality of their respective kind and for their purpose. Wherever replacement of material or equipment, in accordance with the Standard Plans and Specifications may cause an obvious difference in either appearance or operation of the system or would be in any way incompatible with other existing equipment, the Contractor shall so inform City staff. All phases of the work are subject to inspection and approval of City staff.
2. The Contractor shall absorb the cost and responsibility for repairing parts to the signal equipment and control devices under the provisions of the preventative maintenance program while performing regularly scheduled maintenance. When total equipment and controller devices become obsolete or deteriorated to the point of being beyond repair, the Contractor shall report such conditions to City staff and demonstrate or provide evidence that replacement is necessary.
3. All permanent repairs to the system shall be undertaken within a thirty (30) day period. Failure to effect permanent repairs within this time limit shall be sufficient cause for City staff to authorize repairs to be completed by another contractor.
4. The Contractor shall be responsible for furnishing all spare parts necessary to maintain the continued safe and efficient operation of the signals whenever the original unit is withdrawn for maintenance, repair, or modification. All component parts of each system shall be maintained at all times to perform the functions for which they were designed, unless authorized otherwise by City staff.

Maintenance Records

The following records shall be maintained by the Contractor covering signal maintenance activities:

1. A record of all service calls, repairs, and relevant data pertaining to each individual intersection will be kept in the controller cabinet and properly annotated by the Contractor, at the time of any repair work or modifications. A duplicate record will be kept on file in the Contractor's office and will be sent to City staff, included on the monthly summary report. The Contractor shall supply a copy of the maintenance record to City staff.
2. Signal-timing charts will be kept in the controller cabinet. The Contractor shall record all signal-timing changes on these charts, and identify the personnel implementing the change and dates of changes. Only City staff shall authorize timing changes. The Contractor may make changes required on a temporary basis due to maintenance operations, such as detector failures, but must inform City staff immediately of each change. Within thirty (30) days following the first month's preventive maintenance, and with every change in signal timing thereafter, a copy of the validated timing chart shall be sent to City staff.
3. A duplicate record of all service calls, repairs, and relevant data pertaining to each individual intersection is to be kept on file in the Contractor's office and available to the City upon request.
4. A database shall be maintained indicating previous maintenance and scheduled maintenance work.

Maintenance Report

The Contractor shall provide reports when on-call to City staff. The submitted report shall contain, as a minimum, the following information on every traffic signal in the system for inspection:

1. Date of visit to the intersection
2. Intersection name and/or number
3. Purpose of the visit (include the name of City staff who requested the service)
4. Work accomplished during the visit

The Contractor shall submit to City staff reports of any breakdowns of individual pieces of equipment due to mechanical failure, and report of major repairs to any equipment, the reason for repairs and recommendation for any major repairs to equipment that the Contractor deems necessary for proper performance. Before any work is begun, the Contractor shall provide a quote to be approved by City staff.

Preventative Maintenance

Preventative maintenance will be done by the City Traffic Signal Technician. However, City staff may request the Contractor to provide preventative maintenance as needed. The procedure of preventative maintenance is as follows:

1. Record date, arrival and departure time, and name of Contractor's employee on maintenance forms supplied by the Contractor and retain the same in the controller cabinet. The Contractor will send written confirmation of any inspections, with recommendations, to City staff by intersection.
2. Controller Cabinet

- a. Clean and vacuum cabinet.
 - b. Check for and remove posters and flyers.
 - c. Inform City staff to remove graffiti (if any).
 - d. Check all lock operations. Lube all hinges and locks.
 - e. Check to see that the fan turns on at 90° Fahrenheit and above, where applicable.
 - f. Check that light works with door and light switch, where applicable.
 - g. Check air filter and replace, if necessary.
 - h. Check and tighten all terminal blocks for all wires, DLC, interconnect, and power.
 - i. Check the operation of battery back-up, where applicable
3. Signal Controller
- a. Check all LEDs on controller, cards, flashers, and load switches and make sure all are in working conditions. Initiate remedial measures, if necessary.
 - b. Check and verify working condition of the controller display.
 - c. Verify timing plan per programming chart, time of day plan, coordination plan etc. Report any discrepancies to City staff.
 - d. Make sure that the main street is always on minimum recall. If not, report to city staff for reprogramming, if necessary.
 - e. Check operation of each detector card, per cabinet print and per label on the DLCs.
 - f. Check all phase selectors (preemption) and make sure they are working and check to see if an updated timing plan exists in the cabinet.
4. Signal Heads (Vehicle and Pedestrian)
- a. Visually inspect all signal heads, back plates, and visors for proper operation and alignment.
 - b. Replace all broken signal heads, lenses, visors, and back plates, if necessary. City staff will reimburse the Contractor for replacing broken signal heads, lenses, visors, and backplates.
 - c. Check for proper operation and programming of all 3M signal heads (where applicable).
 - d. Visually inspect all pedestrian signal heads for proper operation and alignment.
5. Detectors and Loops
- a. Visually inspect for exposed wires, cracks, and/or potholes.
 - b. Check and tune detector amplifiers, if necessary.
 - c. Check for displaced asphalt around detector stub-out and coverage for all loop wire-in slots; reseal, if necessary.
6. Video Camera
- a. Visually inspect for exposed wires, breakers for the cameras inside the cabinet.
 - b. Check the picture quality of the camera at the cabinets.
 - c. Check the display level and video signal with waveform (Oscilloscope) device.
 - d. Clean the lens, as needed.

7. Pedestrian Push Buttons

- a. Actuate pedestrian push buttons (PPB) for proper operation.
- b. Visually inspect each PPB and note its condition.
- c. Replace broken or malfunctioning PPB with ADA-compliant PPB only.
- d. Visually inspect all PPB plates and proper arrow indication.

8. Miscellaneous

- a. Check PG&E meter seal.
- b. Visually inspect for cracked, chipped, and missing pull box lids; replace, if necessary.
- c. Visually inspect and check mast arm signs for tightness.
- d. Check for pest control inside the controller cabinet and mitigate appropriately in consultation with City staff.
- e. Check and ensure that all audible pedestrian signals are programmed and functional, where applicable.
- f. Check and visually inspect the alignment of the optical detectors (preemption) for proper orientation, where applicable.
- g. Check the Malfunction Management Unit (MMU) i.e., conflict monitor.
- h. Test the radar sign if it is flashing appropriately.
- i. Test the battery back-up unit if it is available.

9. Nighttime Inspection

- a. Nighttime inspection shall only include the following items:
- b. Visually inspect traffic signal indications.
- c. Visually inspect pedestrian signal indications.
- d. Actuate and visually inspect lighted crosswalk where applicable.
- e. Visually inspect safety lights.
- f. Visually inspect internally illuminated street name signs.
- g. Repair any malfunctioning unit (mentioned in 1 through 5), if necessary, and report to City Staff.

Response and Service

The Contractor shall provide response and service in the following manner:

1. The Contractor shall designate and inform City staff of a telephone number(s), where he/she can be reached concerning response or on-call maintenance. The Contractor shall be accessible at this telephone number(s) and available to perform traffic signal repair/response maintenance, twenty-four (24) hours a day, seven (7) days a week, including holidays. A fax number and an e-mail address for transmitting documents shall be owned and operated by the Contractor.
2. When a traffic signal installation or system master is malfunctioning, or is out of order due to equipment failure or to external damage, the Contractor shall respond to correct the malfunction or failure within the response time specified below:

- a. When the notification is sent by City staff to the Contractor between 8:00 a.m. and 5:00 p.m., the response time shall not exceed two (2) hours, Monday through Friday.
 - b. When the notification is received at any other time or on any other day, the response time shall not exceed three (3) hours.
 - c. When a situation exists that City staff deems dangerous or an emergency and so advises the Contractor, the Contractor shall dispatch qualified personnel and appropriate equipment and material to correct the situation, as soon as possible, but in no case later than indicated above.
 - d. Contractor's response to emergency repair should be coordinated with City staff.
3. A traffic signal installation may include, but is not limited to: traffic signal controller and cabinet, safety lighting, illuminated street name signs, pedestrian signals, flashing beacons, detector systems, interconnect cable, Opticom, lighted crosswalks and radar signs, street light, video detection, battery backup and equipment required to operate these facilities.
 4. The Contractor shall restore normal operation of each traffic signal or system master covered under this contract within twenty-four (24) hours of notification. On this end, the Contractor shall install a City supplied substitute controller unit and/or cabinet that can provide the same signal operation, insofar as phasing and time, until the existing controller unit and/or cabinet can be returned to service or replaced. The installation of a substitute cabinet shall be considered as traffic signal repair/response maintenance and will be paid per Schedule D.
 5. In the event the Contractor is required to furnish a controller unit or cabinet, prior approval is required from City staff. If the existing controller unit or cabinet is repairable, it shall be returned to service within thirty (30) days. The Contractor shall use only City-recommended and supplied controllers, such as Naztec, or Econolite Make Controllers ASC/2S, ASC/2M, Cobalt, or McCain 2070 etc. The Contractor shall not use any other type of controllers from other manufacturers not recommended by City staff.
 6. If temporary stop signs are in place at the intersection when the Contractor arrives, the Contractor shall coordinate with City staff regarding removal of the signs when the traffic signal is placed in operation.
 7. If the response time exceeds eight (8) hours or more, City staff reserves the right to have the repairs done by another company at the sole expense of the Contractor. All penalty costs will be deducted from the monthly payments to the Contractor.
 8. The Contractor shall provide all material and equipment required for response maintenance. Permanent repairs shall be completed as soon as possible, and, in all cases, within thirty (30) days, unless extended, due to unusual circumstances, by City staff. City staff may extend the maximum response time if materials are unavailable.

Subcontracting

The Contractor shall not subcontract any part of this maintenance contract and shall not retain another organization to perform maintenance except specific work such as fiber optics, sidewalk repair, installation and repair or video detection adjustment as authorized by City staff.

Unsatisfactory Work

Any repair or maintenance operations deemed unsatisfactory, any equipment found not properly maintained or any repair found not properly corrected, or any repair or extra work found necessary by City staff shall be reported to the Contractor and confirmed in writing. Upon receipt of such report, the Contractor shall immediately make the necessary corrections and perform any work necessary to bring the system up to the standards prescribed by City staff. The Contractor shall submit a report to City staff indicating that the work covered by the report has been completed, giving the date of completion of the work.

Consultation

The Contractor shall designate representatives in the Contractor's organization, one of whom shall always be available to City staff for consultation, at no added expense to the City. This consultation shall consist of cost estimates for traffic signal repairs, accidental damage repairs, replacement of obsolete or deteriorated signal systems, and recommendations on anticipated changes in the signal systems. The Contractor shall furnish the names, addresses, telephone numbers, and e-mail addresses of Contractor's representatives to City staff.

Unauthorized Construction

The Contractor shall promptly report to City staff any unauthorized construction or repair work being done by others upon the City's equipment being maintained by the Contractor. The Contractor shall also report any construction or repair work in progress, which may endanger or damage the equipment of the system. City staff shall keep the Contractor informed as to street work or development, which affects the system.

Signal Power Turn-Off

The Contractor shall notify the Hayward Police and Fire Departments and City staff of any signal turn-offs and turn-on's necessitated by his/her operation when such turn-offs and turn-on's will require law enforcement personnel assistance.

Signals on Flash

Any signalized intersection in a flashing operation shall be considered a temporary emergency mode of operation. The Contractor shall organize, direct, and prepare the maintenance operation such that the cause of the flashing is determined promptly, is repaired promptly, and the intersection returned to its programmed mode of operation.

Agency Notification

The Contractor shall promptly notify City staff of the disablement of any piece of equipment on any system due to an accident or other causes, such as damaged cable, broken parts, or other difficulties when such pieces of equipment cannot be readily repaired making it necessary to discontinue normal operation of all or part of the installation. The Hayward Police Department shall also be notified of such occurrences. In the course of performing its duties, which includes traveling to and from any worksite, the Contractor shall notify City staff of any incidents and/or conditions, beyond the scope of this agreement, which may disrupt or hinder proper operation of, or impair view of, any equipment covered by this agreement. The timeliness of the Contractor's notification shall be consistent with the urgency of the situation, but in no event shall it be greater than seventy-two (72) hours.

Salvaged Equipment

The Contractor shall deliver and stockpile any salvaged or salvageable equipment or materials to a location within the City's jurisdiction, designated by City staff. All the usable signal material in the event of a knockdown or accident shall be returned to the City.

Normal Working Day

The "normal working day" is defined herein as between 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays and weekends. Any work reported by City staff to the Contractor during this time shall be charged at the regular rate. No work other than emergency repair shall be approved at the overtime rate.

Measurement and Payment

Payments will be made according to the appropriate schedule. Any item not listed in the schedule will be based on a time and material basis.

Other Work

1. Equipment Testing

On the request, the Contractor shall provide necessary services to inspect and test all new equipment for traffic signals before and after the installation as requested by City staff. The work shall be paid in accordance with contract unit price schedule E. For other field testing works not shown on schedule E, the payment shall be made in accordance with hourly labor rates and equipment rates (contract schedules B and C).

2. Specific Material Installation Rates

The Contractor shall provide all necessary labor, equipment, and materials for responses and services to execute any work shown either on Schedule F or Schedule G. The cost of such repairs shall be billed in accordance with the contract unit price on Schedule F during regular work hours.

Work executed during weekends and beyond regular work hours shall be paid in accordance with the unit contract price on Schedule G.

3. Conduit Installation

The Contractor shall provide all necessary labor, equipment, and materials to install conduits for traffic signals, signal interconnects or any other work as required by City staff. The work shall be paid in accordance with the contract unit price on Schedule H.

4. Replace/Install Only

City staff may, from time to time, ask the Contractor to replace existing signal appurtenances with new or advanced ones. City staff will supply the materials and the Contractor's responsibility shall be limited to the installation and replacement only. Payment for such work shall be in accordance with the contract unit price on Schedule I.

5. Minor Repair

The payment for minor repair work, such as fixing of turned signal heads, turned pedestrian signal heads, loose back plates, loose visors, loose IISNS or re-splicing of loops, shall be paid in accordance with the contract unit price on Schedule J, during regular work hours. Work executed during weekends and beyond regular work hours shall be paid in accordance with the contract unit price on Schedule J.

Non-Unit Price Work

1. Repair of Traffic Signal/Lighted Cross Walk Damaged due to Accident/Vandalism/Acts of God Radar Signs and Flashing Beacons

The Contractor shall provide all necessary labor, equipment, and material for responses and services to repair any existing signal or lighted crosswalk damaged as a result of accidents, vandalism (wire theft), and other acts beyond the control of the City or the Contractor. If applicable, all or part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules B and C) plus the marked-up invoice cost of the materials. The Contractor shall use the contract rates of Schedule D to mark up the invoice cost of materials. The Contractor shall be responsible for dividing the work under unit price work and non-unit price work and submitting an invoice/quote to City staff for payment or approval for execution of the work.

2. Signal Modifications

Whenever City staff deems it necessary to make modifications to an existing traffic signal, City staff shall authorize the Contractor to make the necessary modifications. The Contractor shall make such modifications only after receiving a plan and/or an authorization in writing from City staff. The Contractor shall provide all necessary labor, equipment, and materials to provide signal modification

work as recommended and approved by City staff. If applicable, all or part of such work shall be paid in accordance with any category under the appropriate unit price schedules. If not applicable, all or part of the work shall be paid in accordance with hourly labor rates and equipment rates (Schedules B and C) plus the marked-up invoice cost of the materials. The Contractor shall use the contract Schedule D to mark up the invoice cost of materials. The Contractor shall be responsible for dividing the work under unit price work and non-unit price work and submitting a quote to City staff for approval. The City also reserves the right to advertise for competitive bids to effect repairs or modifications to any signal or signal system.

3. Signals Under Construction

Any necessary service performed on a new traffic signal between the time of turn-on and acceptance by City staff will be paid for in accordance with hourly labor rates and equipment rates (Schedules B and C).

4. Signal Timing Plan

Compensation for reviewing, testing, and the installation of signal timing plans shall be paid in accordance with hourly labor rates and equipment rates (Schedules B and C).

5. Training

Compensation for providing training in the use of certain equipment shall be paid in accordance with hourly labor rates and equipment rates (Schedules B and C).

Labor

Payment for Labor shall be as follows:

1. Regular Labor

Labor rates are as shown on the Labor Schedule (Schedule B). A minimum of half (1/2) hour increments will be paid for, even if the hours worked are less than half (1/2) hour. Regular hours will be paid for actual time spent at the intersection, during the normal working day. Travel time from the Contractor's office to the intersection, lunch hours or break times shall not be included in billable hours.

2. Overtime Labor

Overtime labor rates are as shown on the Labor Schedule (Schedule B). Overtime hours will be paid for actual time spent at the intersection beyond the normal working day, as defined in these special provisions. Travel time from the Contractor's office to the intersection, lunch hours or break times shall not be included in billable hours. Overtime shall not be paid unless authorized by City staff.

Equipment Payment

Payment for equipment shall be in accordance with contract schedule C. Miscellaneous Any work done by the Contractor and not shown in items 1 through 5 shall be paid in accordance of contract Schedules B and C.

Length of the Maintenance Agreement

The signal maintenance agreement becomes effective when it is fully executed by the successful bidder and the City of Hayward and shall remain effective through June 30, 2022.

Rate Adjustment

The adjustment for all schedules during the term of the contract shall not be entertained.

LIST OF TRAFFIC SIGNALS

#	Major St	Cross St
1	"A" St	Filbert St/Princeton St
2	"A" St	Fourth St/Rockway Lane
3	"A" St	Grand St/Western Bl
4	"A" St	Hathaway Ave/Santa Clara St
5	"A" St	Hesperian Bl
6	"A" St	Main St
7	"A" St	Montgomery St
8	"A" St	Skywest Drive
9	"A" St	Royal Ave
10	"A" St	Second St
11	"A" St	Victory Dr
12	"A" St	Watkins St (Lucky's Dwy)
13	Aldengate Way	Hesperian Bl
14	Amador St	Winton Ave
15	Amaral St	Whipple Rd
16	Arf Ave	Hesperian Bl/Panama St
17	American Ave	Clawiter Rd
18	Arrowhead Way	Dixon St/Industrial Pkwy
19	Atherton St	"D" St
20	"B" St	Center St/Kelly St/Vermont St
21	"B" St	Fourth St
22	"B" St	Grand St
23	"B" St	Main St
24	"B" St	Second St
25	"B" St	Watkins St
26	"B" St	Seventh St
27	Baumberg Ave	Industrial Bl
28	Beatron Way	Tennyson Rd/Whitman St
29	"C" St	Grand St
30	"C" St	Main St
31	"C" St	Second St
32	"C" St	Watkins St
33	Calaroga Ave	La Playa Dr
34	Calaroga Ave	Tennyson Rd
35	Campus Dr	Hayward Bl
36	Campus Dr	Highland Bl

#	Major St	Cross St
37	Carlos Bee Bl	Hayward Bl
38	Cathy Way	Depot Rd/Hesperian Bl
39	City Center Dr	Second St
40	24 hr Fitness	Whipple Rd
41	Civic Ave	Hayward Bl
42	Clawiter Rd	Depot Rd
43	Clawiter Rd	Alpine Way-Middle Lane
44	Clawiter Rd	Enterprise Ave
45	Clawiter Rd	Industrial Bl
46	Clawiter Rd	National Ave
47	Clawiter Rd	West St
48	Clawiter Rd	Winton Ave
49	Corsair Bl	Winton Ave
50	Cypress Ave	Harder Rd/Underwood Ave
51	"D" St	Grand St
52	"D" St	Meek Ave
53	"D" St	Second St
54	"D" St	Watkins Ave
55	"D" St	Winton Ave
56	Depot Rd	Industrial Bl
57	Dixon St	East 12th St/Tennyson Rd
58	"E" St	Second St
59	Hesperian Bl	Eden Park Pl/North Pepsi Dwy
60	Hesperian Bl	Eden Shores Bl/Tripaldi Way
61	Santa Clara St	Elm Hurst St
62	Gading Rd	Harder Rd
63	Gading Rd	Schafer Rd/Patrick Ave
64	Gateway Plaza	Santa Clara St
65	Hall Rd	Industrial Pkwy West
66	Harder Rd	Jane Ave
67	Harder Rd	Mocine Ave/Soto Rd
68	Harder Rd	Santa Clara St
69	Hathaway Ave	Price Club (Costco) Dwy
70	Hayward Bl	Tribune Ave
71	Hesperian Bl	Industrial Bl/Industrial Pkwy
72	Hesperian Bl	La Playa Dr/West St
73	Hesperian Bl	Longwood Ave/Skywest Dr
74	Hesperian Bl	South Pepsi Dwy

#	Major St	Cross St
75	Hesperian Bl	Middle Lane/Southland Dr
76	Hesperian Bl	Sleepy Hollow Ave
77	Hesperian Bl	Sueirro St
78	Hesperian Bl	Tennyson Rd
79	Hesperian Bl	Chabot
80	Hesperian Bl	Turner Ct
81	Hesperian Bl	Winton Ave
82	Home Depot	Industrial Pkwy SW
83	Huntwood Ave	Sandoval Way
84	Huntwood Ave	Industrial Parkway West
85	Huntwood Ave	Schafer Rd
86	Huntwood Ave	Tennyson Rd
87	Huntwood Ave	Whipple Rd
88	Industrial Bl	Marina Dr
89	Industrial Bl	Mt. Eden Bus. Park Dwy
90	Industrial Bl	Shorewood (Waterford) Way
91	Industrial Bl	Tennyson Rd
92	Industrial Pkwy	Russ Rd/Industrial Pkwy SW.
93	Industrial Pkwy	Stratford Rd
94	Medallion Dr	Whipple Rd
95	Myrtle St	Soto Rd/Winton Ave
96	Oliver Dr	Tennyson Rd
97	Orchard Ave	Soto Rd
98	Patrick Ave	Tennyson Rd
99	Pompano Ave	Tennyson Rd
100	Russ Rd	Tennyson Rd
101	Saklan Rd	Winton Ave
102	Santa Clara St	Winton Ave
103	Sleepy Hollow Ave	Tennyson Rd
104	Southland Dr	Winton Ave
105	Southland Pl	Stonewall Ave/Winton Ave
106	Tampa Ave	Tennyson Rd
107	Tyrell Ave	Tennyson Rd
108	Wiegman Rd	Whipple Rd
109	Mission Blvd	Valle Vista Avenue
110	Mission Blvd	Hancock Street
111	Mission Blvd	Calhoun Street
112	Mission Blvd	Moreau Catholic Access

#	Major St	Cross St
113	Mission Blvd	Sorenson Road
114	Mission Blvd	Harder Road
115	Mission Blvd	Berry Avenue
116	Mission Blvd	Carlos Bee/Orchard Avenue
117	Mission Blvd	Highland/Sycamore
118	Mission Blvd	Fletcher
119	Mission Blvd	Foothill / Jackson
120	Foothill Blvd	D Street
121	Foothill Blvd	C Street
122	Foothill Blvd	B Street
123	Foothill Blvd	A Street
124	Foothill Blvd	City Center
125	Foothill Blvd	City Center / Hazel
126	Foothill Blvd	Grove
127	Mission Blvd	D Street
128	Mission Blvd	C Street
129	Mission Blvd	B Street
130	Mission Blvd	A Street
131	Watkins	Jackson
132	Mission Blvd	Industrial Parkway
133	Mission Blvd	Tennyson Road
134	Dixon St	Bart Dwy
135	Huntwood Ave	Gading
136	Mission Blvd	Blanche
137	Mission Blvd	Garin
138	Mission Blvd	Rousseau
139	Mission Blvd	Arrowhead
140	Mission Blvd	Fairway
141	Mission Blvd	Gresel/Corrine
142	Mission Blvd	Torrano (future HAWK signal)
143	Jackson	Amador/Cypress
144	Jackson	Soto
145	Jackson	Grand
146	Jackson	Meek Ave/Silva Ave
147	Walpert	Second St (future signal)

LIST OF FLASHING BEACONS AND RADAR SPEED SIGNS

Flashing Beacon

#	Location	Cross Street
1	Carlos Bee Bl	N/O Overlook Dr

Lighted Crosswalk

#	Location	Cross Street	AC/Solar
1	Amador St	Elmhurst St (courthouse)	AC
2	B St	W/O Foothill	AC
3	Ruus Rd	Panjon	Solar

Radar Speed Signs

#	Location	Direction	AC/Solar	Misc/Cross Street
1	Second St	for Westbound	Solar	Hayward High School
2	Santa Clara St	for Northbound	Solar	23320 Santa Clara St
3	Whitman St	for Southbound	Solar	25335 Whitman St
4	Ruus Rd	for Southbound	Solar	28345 Ruus Rd
5	Huntwood Ave	for Northbound	Solar	29200 Huntwood Ave
6	Huntwood Ave	for Southbound	Solar	S/O Folsom Ave
7	Huntwood Ave	for Southbound	Solar	S/O Ventura Ave
8	Carlos Bee Blvd	for Westbound	AC	S/O Overlook Dr
9	D St	for Westbound	Solar	between 6th and 7th street - 1624 D St
10	Patrick Ave	for Northbound	Solar	N/O St. Bede Ln
11	Kelly Rd	for Westbound	Solar	to the E/O Wildwood St
12	Campus Dr	for Southbound	Solar	500 ft north of Highland Blvd
13	Campus Dr	for Northbound	Solar	500 ft north of Highland Blvd
14	Hayward Blvd	for Westbound	Solar	Call Ave
15	Western Blvd	for Southbound	Solar	N/O A Street
16	Marina Blvd	for Southbound	Solar	S/O Industrial
17	B St	for Westbound	Solar	W/O Sixth
18	Bolero Ave	for Westbound	Solar	W/O Calaroga
19	Calaroga	for Southbound	Solar	N/O Catalpa
20	Middle Ln	for Eastbound	Solar	E/O Saklan Rd
21	Second St	for Northbound	Solar	S/O Walpert St

Rectangular Rapid Flashing Beacons

#	Location	Cross Street	Notes
1	Tennyson Rd	Baldwin	
2	A Street	Happyland Ave	
3	Harder Rd	Franklin Ave	
4	Huntwood Ave	Lustig	
5	Hesperian	Tahoe	
6	Mission Blvd	Torrano	Future HAWK signal

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE PROPOSAL FORM****

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY
NO PROPOSAL IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR
YOUR COMPANY.

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____

(Authorized Agent)

NAME: _____

(Please Print)

TITLE: _____

DATE: _____

NOTE: If proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if proposer is an individual, his signature shall be placed above.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to this employee.’

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of this contract.

SIGNATURE: _____

Print Name: _____

Date: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

BID PRICE SCHEDULE

SCHEDULE A			
PREVENTIVE MAINTENANCE			
#	Description	Unit	Cost (\$)
1	Day time traffic signal preventive maintenance-only on request by City Staff	Per Signal	
2	Night traffic signal inspection-only on request by City Staff	Per Signal	

SCHEDULE B			
LABOR SCHEDULE			
#	Description	Hourly Rate	
		Straight Time	Overtime
1	Operations Superintendent Reviews and Approves all work; provides input to Engineer		
2	Engineering Technician Acts as technical liaison; assists Engineer with operation of equipment		
3	Lead Man Guides and assists field technicians and signalmen		
4	Traffic Signal Technician – Field Troubleshoots, maintains, repairs field equipment, and programming controller with signal timing plan.		
5	Traffic Signal Technician – Lab Troubleshoots, maintains, repairs equipment in lab, and programming controller with signal timing plan.		
6	Traffic Signal Person Under direction of lead man, assists field		
7	Traffic Signal Person – Apprentice In-training; assists traffic signalman		
8	Traffic Signal Laborer Assists signalman in field		

SCHEDULE C		
EQUIPMENT SCHEDULE		
#	Description	Cost per Response Call/Per Hour
1	Personnel Vehicle	(Per Response)
2	Pickup Truck	(Per Response)
3	Service Truck	(Per Response)
4	Boom Truck	(Per Hour)
5	Paint Rig Truck	(Per Response)
6	Bucket Truck (Hydraulic, Man-Lift)	(Per Hour)
7	Air Compressor	(Per Response)
8	Water Truck	(Per Response)
9	Concrete Saw	(Per Response)

BID PRICE SCHEDULE

SCHEDULE D			
EQUIPMENT TESTING SCHEDULE			
#	Description	Unit	Cost
1	New Controller Cabinet (TS – 2 Type 1 “P”)	Each	
2	New Signal Controller	Each	

SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
1	1 to 4 (6’x6’) inductive loops (Type A or D)	Each	
2	1 to 4 Type E Loop	Each	
3	5 to 8 Type E Loop	Each	
4	1 to 4 Sensys Loop	Each	
5	5 to 8 Sensys Loop	Each	
6	5 to 8 (6’x6’) inductive loops (Type A or D)	Each	
7	9 or more (6’x6’) inductive loops (Type A or D)	Each	
8	Furnish and replace/install ADA complaint PPB	Each	
9	Furnish and install ADA compliant PPB post (no foundation replacement)	Each	
10	Furnish and install ADA compliant PPB post (with foundation replacement)	Each	
11	Furnish and install Audible PPB (Polara)	Each	
12	Furnish and Install 28’ to 30’ Streetlight pole (no foundation replacement)	Each	
13	Furnish and Install 28’ to 30’ Streetlight pole (with foundation replacement)	Each	
14	Furnish and Install 12’ Green pedestrian light pole (no foundation replacement)	Each	
15	Furnish and Install 12’ Green pedestrian light pole (with foundation replacement)	Each	
16	Furnish and Install 30’ Green pedestrian light pole (no foundation replacement)	Each	
17	Furnish and Install 30’ Green pedestrian light pole (with foundation replacement)	Each	
18	Type 1-A – 10’ (no foundation replacement)	Each	
19	Type 1-A - 10’ (with foundation replacement)	Each	
20	Type 1-B – 10’ (no foundation replacement)	Each	
21	Type 1-B - 10’ (with foundation replacement)	Each	
22	Type 1-D – 10’ (no foundation replacement)	Each	
23	Type 1-D -10’ (with foundation replacement)	Each	
24	Furnish and Install Type 18-4-100 with foundation	Each	
25	Furnish and Install Type 19-4-100 with foundation	Each	
26	Furnish and Install Type 17-3-100 with foundation	Each	
27	Install City-furnished Video Detection Camera (new) along with cable run	Per Camera	
28	Replace existing camera with city-furnished Video Detection Camera	Per Camera	
29	Download signal timing from controller and provide a hard copy to the City	Per Signal	
30	Install Type 15 pole with new 8’luminaire mast arm with LED light and Install Foundation	Each	
31	Install Type 15 pole with new 8’luminaire mast arm with LED light	Each	
32	Remove existing type 15 Pole	Each	
33	Pull box # 3.5	Each	
34	Pull box # 5	Each	
35	Pull box # 6	Each	
36	Pull box lid for # 3.5	Each	
37	Pull box lid for #5	Each	
38	Pull box lid for #6	Each	
39	12” LED signal (Green – Ball)	Each	
40	12” LED signal (Yellow – Ball)	Each	

BID PRICE SCHEDULE

SCHEDULE E			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
41	12" LED signal (Red – Ball)	Each	
42	12" LED signal (Green – Arrow)	Each	
43	12" LED signal (Yellow – Arrow)	Each	
44	12" LED signal (Red – Arrow)	Each	
45	8" LED signal (Green – Ball)	Each	
46	8" LED signal (Yellow – Ball)	Each	
47	8" LED signal (Red – Ball)	Each	
48	8" LED signal (Green – Arrow)	Each	
49	8" LED signal (Yellow – Arrow)	Each	
50	8" LED signal (Red – Arrow)	Each	
51	Install LED countdown pedestrian signal	Each	
52	Install Audible Polara Ped Push Button	Each	
53	Type "C" pedestrian signal housing	Each	
54	12" full circle visor	Each	
55	8" full circle visor	Each	
56	3 section 12" back plate (Louvered)	Each	
57	3 section signal head complete assembly installation	Each	
58	4 section signal head complete assembly installation	Each	
59	5 section signal head complete assembly installation	Each	
60	Sidewalk Replacement (5' X 5' X 4')	Per Flag	
61	Furnish and Install 3M Optical Detector on mast arm	Each	
62	Furnish and Install 3M Discriminator Card – 2 Channel	Each	
63	Furnish and Install CCTV/PTZ camera system with switch, CODEC, and cabling	Each	
64	Furnish and Install LED illuminated street name sign (6 feet)	Each	
65	Furnish and Install LED illuminated street name sign (8 feet)	Each	
66	Locate and mark existing traffic signal loop	Per Loop	
67	Trench and install 2" conduit with 12 SM Fiber Optics line	LF	
68	Trench and install 2" conduit with 24 SM Fiber Optics line	LF	
69	Test the fiber optic line, end to end, both direction (OTDR)	LS	
70	Trouble shoot fiber optics break	Hour	

SCHEDULE F			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	Description	Unit	Cost
1	1 to 4 (6'x6') inductive loops (Type A or D)	Each	
2	1 to 4 Type E Loop	Each	
3	5 to 8 Type E Loop	Each	
4	5 to 8 (6'x6') inductive loops (Type A or D)	Each	
5	9 or more (6'x6') inductive loops (Type A or D)	Each	
6	PPB post (no foundation replacement)	Each	
7	PPB post (with foundation replacement)	Each	
8	Type 1-A – 10' (no foundation replacement)	Each	
9	Type 1-A – 10' (with foundation replacement)	Each	
10	Type 1-B – 10' (no foundation replacement)	Each	
11	Type 1-B – 10' (with foundation replacement)	Each	
12	Type 1-D – 10' (no foundation replacement)	Each	
13	Type 1-D – 10' (with foundation replacement)	Each	
14	Pull box # 3.5	Each	
15	Pull box # 5	Each	
16	Pull box # 6	Each	

BID PRICE SCHEDULE

SCHEDULE F			
SPECIFIC MATERIAL SUPPLY AND INSTALL SCHEDULE (OVER TIME)			
#	Description	Unit	Cost
17	Pull box lid for # 3.5	Each	
18	Pull box lid for # 5	Each	
19	Pull box lid for # 6	Each	
20	12" LED signal (Green – Ball)	Each	
21	12" LED signal (Yellow – Ball)	Each	
22	12" LED signal (Red – Ball)	Each	
23	12" LED signal (Green – Arrow)	Each	
24	12" LED signal (Yellow – Arrow)	Each	
25	12" LED signal (Red – Arrow)	Each	
26	8" LED signal (Green – Ball)	Each	
27	8" LED signal (Yellow – Ball)	Each	
28	8" LED signal (Red – Ball)	Each	
29	8" LED signal (Green – Arrow)	Each	
30	8" LED signal (Yellow – Arrow)	Each	
31	8" LED signal (Red – Arrow)	Each	
32	LED pedestrian signal	Each	
33	LED countdown pedestrian signal	Each	
34	Audible signal	Each	
35	Type "C" pedestrian signal housing	Each	
36	12" full circle visor	Each	
37	8" full circle visor	Each	
38	3 section 8" back plate (Louvered)	Each	
39	3 section 12" back plate (Louvered)	Each	
40	3 section signal head complete assembly installation	Each	
41	4 section signal head complete assembly installation	Each	
42	5 section signal head complete assembly installation	Each	
43	Remove and secure a knockdown streetlight	Each	

SCHEDULE G			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	Description	Unit	Cost
RIGID PVC CONDUIT (SCHEDULE 40)			
1	Trench 1.5" conduit	LF	
2	Trench 2.0" conduit	LF	
3	Trench 2.5" conduit	LF	
4	Trench 3" conduit	LF	
5	Bore 1.5" conduit	LF	
6	Bore 2.0" conduit	LF	
7	Bore 2.5" conduit	LF	
8	Bore 3" conduit	LF	
RIGID PVC CONDUIT (SCHEDULE 80)			
1	Trench 1.5" conduit	LF	
2	Trench 2.0" conduit	LF	
3	Trench 2.5" conduit	LF	
4	Trench 3" conduit	LF	
5	Bore 1.5" conduit	LF	
6	Bore 2.0" conduit	LF	
7	Bore 2.5" conduit	LF	
8	Bore 3" conduit	LF	

BID PRICE SCHEDULE

SCHEDULE G			
CONDUIT SUPPLY AND INSTALL SCHEDULE			
#	Description	Unit	Cost
RIGID STEEL CONDUIT			
1	Trench 1.5" conduit	LF	
2	Trench 2.0" conduit	LF	
3	Trench 2.5" conduit	LF	
4	Trench 3" conduit	LF	
5	Bore 1.5" conduit	LF	
6	Bore 2.0" conduit	LF	
7	Bore 2.5" conduit	LF	
8	Bore 3" conduit	LF	

SCHEDULE H			
REPLACE/INSTALL SCHEDULE (MATERIALS WILL BE SUPPLIED BY THE CITY WHERE SPECIFIED)			
#	Description	Unit	Cost
1	City furnished Battery Backup system in an existing "P" cabinet	Each	
2	City furnished Battery Backup system in a stand-alone cabinet	Each	
3	City furnished Battery Backup system and foundation	Each	
4	City furnished LED signal (vehicle indication only)	Each	
5	City furnished LED signal (Pedestrian indication only)	Each	
6	Installation of Timing Plan in controller	Each	
7	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on existing foundation	Each	
8	City furnished New Controller Cabinet (TS-2 Type 1 or Type 2) on new foundation. Furnish and install new foundation	Each	
9	City furnished Pedestrian signal housing replacement (Type C)	Each	
10	Attach City furnished solar-powered radar sign to existing pole	Each	
11	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in sidewalk	Each	
12	Install City furnished radar feedback sign or flashing beacon – Furnish and install foundation and pole in dirt	Each	
13	Install City furnished RRFB. Furnish and install foundation with pole in dirt (complete system may be 2 or 3 RRFB)	LS	
14	Install City furnished RRFB. Furnish and install foundation with pole in sidewalk (complete system may be 2 or 3 RRFB)	LS	
15	Install City furnished GPS Opticom with receiver	Each	
16	Installation of complete lighted crosswalks – wired (up to 8 lights for two-lane roadway)	LS	
17	Installation of complete lighted crosswalks – solar wireless (up to 8 lights for two-lane roadway)	Each	

SCHEDULE I			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
1	Turned signal head	Each	
2	Turned pedestrian signal head	Each	
3	Loose back plate	Each	
4	Loose or missing visor	Each	
5	Re-splice loop	Each	
6	Reseal Loop	Each	
7	Loose IISNS	Each	

BID PRICE SCHEDULE

SCHEDULE I			
MINOR REPAIR SCHEDULE (STRAIGHT TIME)			
#	Description	Unit	Cost
8	Installation of traffic sign on mast arm	Each	
9	Signal on Flash and Reset the MMU	Each	
10	Clean PTZ and Video detection lens	Each	

SCHEDULE J			
MINOR REPAIR SCHEDULE (OVERTIME)			
#	Description	Unit	Cost
1	Turned signal head	Each	
2	Turned pedestrian signal head	Each	
3	Loose back plate	Each	
4	Signal on Flash and Reset the MMU	Each	
5	Loose visor	Each	
6	Re-splice loop	Each	
7	Signal on Flash and Reset the MMU	Each	
8	Reseal Loop	Each	
9	Loose IISNS	Each	

(Print/Type Company Name)

(Print/Type Official Name & Title)

(Company Address)

(Signature of Company Official)

(City, State, Zip Code)

(Date)

BIDDER: _____

Date: _____

AGREEMENT FOR TRAFFIC SIGNAL AND STREETLIGHT MAINTENANCE SERVICES
AND EMERGENCY REPAIR SERVICES BETWEEN THE CITY OF HAYWARD AND
(NAME OF Contractor)

THIS AGREEMENT, dated for convenience this ___ day of _____, 2019, is by and between _____, a _____, ("Contractor") and the CITY OF HAYWARD, a public body of the State of California ("City");

RECITALS:

WHEREAS, Contractor is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Contractor is willing to render such professional and maintenance services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Contractor and the City agree as follows:

AGREEMENT:

Definitions. The following shall apply, except where the context of this agreement otherwise requires:

City – The City of hayward, or an authorized representative.

Department – The Department of Public Works of the City of Hayward.

Director – The Director of Public Works of the City of Hayward

Engineer – The City of hayward Traffic Engineer acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Standard Plans – The Standard Plans of the California State Department of Transportation, and the Standard details of the City of Hayward. The Standard Details of the City of hayward shall govern over both the Standard Plans and the Standard Specifications.

Scope of Service.

- a. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, service, and materials and to perform all work necessary to maintain traffic signal facilities in good and workman-like manner. It is understood and agreed that all said labor, services, materials and equipment shall be furnished and said work performed and completed by the Contractor as an independent Contractor, subject to the inspection

- and approval of the City, its Director of Public Works, or its inspectors or their representatives.
- b. Contractor agrees to make emergency service calls when necessary to make temporary or permanent repairs to signal equipment and appurtenances such as safety lighting, street lighting, street name signs, pedestrian signals, flashing beacons, fiber optics, battery backup system, opticoms, lighted crosswalk, speed radar signs and detector devices, including video detection system external to the cabinet which are not expressly covered by this Agreement, but which the Contractor may be called upon from time to time by the City to repair, replace, or refurbish when said equipment has been damaged by vehicle accidents, acts beyond the control of the City or the Contractor.
 - c. Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in this agreement and in Exhibit A in accordance with the most current edition of the Standard Specifications, and Standard Plans of the California Department of Transportation or as specified by the City and the City of Hayward Standard Details, all as adopted by the City of Hayward. Any reference within the Standard Specifications to the State of California of a State Agency, office, or officer, shall be interpreted to refer to the City or its corresponding agency, office or officer.

Compensation. City hereby agrees to pay Contractor as specified in Exhibit A and Schedules A through J.

Effective Date and Term. This contract becomes effective when it is fully executed by the parties and shall remain in effect through June 30, 2022, if the City Council appropriates funds for the services covered by this contract.

Independent Contractor Status. It is expressly understood and agreed by both parties that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee of the City.

Billings. Contractor shall submit monthly bills to the City describing its services and costs provided during previous month. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person. Contractor's monthly bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, and a brief description of any costs incurred, and the Contractor's signature.

Advice and Status Reporting. Contractor shall provide the City with timely advice of all significant developments arising during performance of its services hereunder orally or in writing.

Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this agreement. In the event that City, in its sole discretion, at any time during

the term of this agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

Assignment and Subcontracting. It is recognized by the parties hereto that a substantial inducement to City for entering into this agreement was, and is, the professional reputation and competence of Contractor. Neither this agreement nor any interest therein may be assigned by Contractor without the prior written approval of City's Director of Public Works. Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City's Director of Public Works.

Insurance. On or before beginning any of the services or work called for by any term of this agreement, Contractor, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the City. Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Contractor has also been obtained for the subcontractor.

- (a) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Contractor shall be provided with limits not less than one million dollars. In the alternative, Contractor may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this agreement.
- (b) Commercial General and Automobile Liability. Contractor, at Contractor's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- i. City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on

behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.

- ii. The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.
 - iii. The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.
 - iv. The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
 - v. Any explosion, collapse, and underground property damage exclusion must be deleted.
 - vi. An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.
 - vii. The policy must contain a cross liability or severability of interests' clause.
 - viii. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
 - ix. Broad form property damage liability must be afforded. A deductible that does not exceed \$25,000 may be provided.
 - x. Insurance is to be placed with California- admitted insurers with a Best's rating of no less than B: XI.
 - xi. Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of City's City Attorney, Contractor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Contractor may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Contractor procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under

subsections (a), (b), or (c) of this section of the agreement is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

- (e) In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
 - (ii) Order Contractor to stop work under this agreement or withhold any payment which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof;
 - (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Contractor's failure to maintain insurance or secure appropriate endorsements.

Indemnification - Contractor's Responsibility. It is understood and agreed that Contractor has the professional skills, experience, knowledge necessary to perform the work agreed to be performed under this agreement, that City relies upon the professional skills of Contractor to do and perform Contractor's work in a skillful and professional manner, and Contractor thus agrees to so perform the work.

Acceptance by City of the work performed under this agreement does not operate as a release of said Contractor from such professional responsibility for the work performed. It is further understood and agreed that Contractor is apprised of the scope of the work to be performed under this agreement and Contractor agrees that said work can and shall be performed in a fully competent manner.

Contractor shall indemnify, defend, and hold City, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This

indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal or state law, Contractor warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulation required by law to be included in the Agreement are incorporated by this reference.

Termination. This agreement may be cancelled at any time by City for its convenience upon written notification to contractor. In the event of termination, the contractor shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon contractor's delivery to the City of any or all documents, photographs, computer software, video and audio tapes, equipment and other materials provided to contractor or prepared by or for contractor or the City in connection with this agreement.

Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Contractor: (Contractor)
(Address
_____)

To the City: City Manager
777 B Street, 4th Floor
Hayward, CA 94541-5007

A copy of any notices required by this agreement shall also be submitted to Alex Ameri, Director of Public Works, 777 B Street, Hayward, CA 94541-5007.

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Contractor pursuant to this agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a finished nature, such as specifications, reports, and maps, prepared or obtained in the performance of this agreement, shall be delivered to and become the property of the City. Modification or reuse of materials for any purpose other than for which was prepared is at the sole risk of the City.

Amendments. This agreement may be modified or amended only by a written document executed by both Contractor and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

Abandonment by Contractor. In the event the Contractor ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Contractor shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

No Third-party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Compliance with Laws. In the performance of this agreement, Contractor shall abide by and conform to any and all applicable laws of the United States, the State of California, and the City Charter and Ordinances of City.

Contractor warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

Conflict of Interest. Contractor warrants and covenants that the Contractor presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement. Contractor further warrants its compliance with the Political Reform Act (Gov. Code § 81000 et seq.) respecting this agreement. Contractor is not a 'public official' for purposes of Government Code section 87200 et seq. Contractor conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or any City official, other than normal contract monitoring. In addition, Contractor possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel.

Nuclear Free Hayward. Contractor agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit C and made a part hereof.

Copyright. Upon City's request, Contractor shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Contractor or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

Time is of the Essence. Contractor agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

Whole Agreement. This agreement has (nine) pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of City's City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Contractor has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

CONTRACTOR

Dated: _____

By _____

Its _____

CITY OF HAYWARD

Dated: _____

By _____
Kelly McAdoo, City Manager

Dated: _____

By _____
Alex Ameri, Director of Public Works

Attest: _____
Miriam Lens, City Clerk

Approved as to Form and Procedure:

Michal Lawson, City Attorney

Attachments:

Exhibit A: Scope of Work (To be finalized at a later date, consisting of [] pages)

Exhibit B: Nondiscriminatory Employment Practices by City Contractors, (consisting of 2 pages)

Exhibit C: Affirmative of Non-Involvement in Nuclear Weapons, (consisting of 1 page)

CITY OF HAYWARD
NONDISCRIMINARY EMPLOYMENT PRACTICES PROVISION

In the performance of this contract, the contractor or subcontractor agrees as follows:

1. AFFIRMATIVE ACTION -- GENERAL: The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, sex, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff or termination, rates of pay and other forms of compensation, and the selection of training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

2. RECRUITMENT

(a) Non-union employees - Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice, in such form and content as shall be furnished or approved by the City, advising said source or employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) Union employees - Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, national origin, religion, sex, age or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, national origin, religion, sex, age, or disability.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER - The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

4. ACCESS TO RECORDS - The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the fair Employment Practices Commission of the State of California.

5. COMPLIANCE REVIEW PROCEDURES

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the

City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment provision and the California Fair Employment Practices Act in not less than 30 days of such notice of intent.

6. VIOLATION - The City Manager shall deem a finding of willful violation of the Nondiscrimination Employment Practices provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgement, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

7. REMEDIES FOR WILLFUL VIOLATION - The contractor or subcontractor agrees that a finding of willful violation of the California Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or one percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations Commission in its exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

CITY OF HAYWARD

SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACTS

In accordance with section 2-7.04 of the Hayward Municipal Code (HMC), this provision shall be included in every nonconstruction contract estimated by the City to equal or exceed \$10,000 annually, where the contract has a potential for more than one delivery on City request and the Contractor employs more than ten (10) persons, and for every other nonconstruction contract equal to or in excess of \$25,000 (whether paid in one sum upon delivery or completion, or paid periodically and such periodical payments are estimated by the City to total \$25,000 or more in one year) the following requirements must be met in addition to those set out in The City of Hayward Nondiscriminatory Employment Practices Provision (Sec. 2-7.02, HMC):

1. IN THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(a) The contractor that submits the apparent low bid shall, on behalf of itself and those of its subcontractors, if any, where the dollar amount of such subcontract exceeds \$10,000, furnish the City Manager such information concerning its employment practices and existing and projected work forces in the form and manner as may be requested by the City Manager.

(b) The contractor that submits the apparent low bid and each of its subcontractors, if any, where the dollar amount of such subcontract is \$10,000 or more, may be required to attend a conference with the City Manager at such time and place as may be fixed by the City Manager to determine whether the information earlier submitted shows compliance with the nondiscrimination requirements of this article.

In making such determination, the City Manager shall consider the following factors:

1. The size of the contractor's or subcontractor's existing work force;
2. The size of the anticipated work force necessary for the contractor or subcontractor to perform the contract or subcontract for on or behalf of the City;
3. The projected turnover, vacancies, or workforce expansion that the contractor or subcontractor expects to occur during the term of the contract;
4. The specific plans of the contractor or subcontractor to recruit applicants for employment and to select, train, and promote employees hired to complete the contract with or on behalf of the City in like proportion to their numbers in the contractor's or subcontractor's typical, geographic labor market;
5. An analysis showing the projected workforce that would be expected, after all necessary selection is completed, to perform the contract or subcontract with or on behalf of the City absent any discriminatory employment practices;
6. Any other qualitative or quantitative data which would assist the City Manager in determining the contractor's or subcontractor's commitment to meet the nondiscriminatory employment practices requirements of this contract.

(c) Following such conference, the apparent low bidder shall enter into a memorandum of understanding, with the City in a form agreed to by such contractor and the City Manager, which memorandum of understanding shall set forth the measures that the contractor and its subcontractors who have attended the conference shall take in furthering and meeting its nondiscrimination employment practices commitment during the performance of the contract.

(d) In the event the apparent low bidder fails to submit the requested written information, appear at the conference, or enter into a memorandum of understanding that is acceptable to the City Manager, the City Manager shall, after giving notice and an opportunity to respond

to the apparent low bidder, contact the lowest bidder for the purpose of conducting the procedure set out in subsections (a) through (c) herein.

2. IMPLEMENTING RULES AND REGULATIONS, ENFORCEMENT PROCEDURE, AND DELEGATION OF RESPONSIBILITY. (Sec. 2-7.05, HMC)

The City Manager shall promulgate all rules, regulations, and forms necessary to implement the provisions of this article. So far as is practical, such rules, regulations, and forms shall be similar to those adopted pursuant to federal Executive Order 11246 and the Fair Employment Practices Act of the State of California.

The City Manager shall monitor the performance of the contractors and subcontractors in their achievement of the nondiscriminatory employment practices requirements provided herein, conduct on-site inspection of their workforces and employment records and submit periodic reports on such performances to the City Council and Human Relations Commission for advisory review to the City Council regarding modifications of this article so as to ensure its effectiveness.

The City Manager shall designate a Contract Compliance Officer and may, at his discretion, delegate responsibility and authority for administering the provisions of this article to the Contract Compliance Officer and to such other officers or employees of the City as necessary for proper administration of this program.

3. EXEMPTIONS. (Sec. 2-7.06, HMC)

The following contracts are exempt from the provisions of this article:

- (a) Contracts with other governmental jurisdictions;
- (b) Contracts with manufacturers whose principal place of business is located outside the United States;
- (c) Contracts with the United States manufacturers whose principal place of business is located outside the State of California;
- (d) Contracts with any single or sole source supplier of any goods or service; and
- (e) Contracts resulting from exigent emergency requisitions where any delay in completion or performance of the contract would jeopardize the public health, safety, or welfare of the citizens of the City of Hayward, or where in the judgement of the City Manager the operational effectiveness of a significant City function would be significantly threatened if the contract were not entered into expeditiously.

4. CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246. (Sec. 2-7.07, HMC)

No provision of this article shall be construed to apply to any federally assisted construction contract entered into by the City that is subject to Executive Order 11246 or any order amending or superseding Executive Order 11246, the rules and regulations promulgated pursuant to said order, or the Federal Equal Employment Opportunity Bid Conditions for Alameda County.

5. OTHER REMEDIES. (Sec. 2-7.08, HMC)

The provisions of this article shall not be construed to prevent the City from pursuing and obtaining any remedy or relief as may be prescribed by law.

6. CONTACT

City of Hayward Purchasing and Contract Compliance Specialist, (510) 583-4802.

CITY OF HAYWARD

NONDISCRIMINATION EMPLOYMENT PRACTICES
AND
AFFIRMATIVE ACTION CERTIFICATION STATEMENT

The Respondent to a City of Hayward Request for Proposals/Request for Quotation hereby certifies that:

1. That it demonstrates compliance with the requirements established in the Affirmative Action provisions (EEO) for supply and services contracts.
2. That it fully understands that the provisions contained in the City's special Affirmative Action provisions shall be considered a part of its contractual agreement with the city in the event of award of contract.
3. That it is in compliance with all Executive orders and federal, state, and local laws (including Hayward Municipal Code Chapter 2, Article 7) regarding fair employment practices and nondiscrimination in employment.

(Print/Type Name of Company Official)

(Title)

(Signature of Company Official)

(Date)

Name of Project: _____

Name of Firm: _____

Address: _____

Street Number Street Name

City State Zip

Telephone: () _____

Please check below, as appropriate:

() Prime () Subcontractor () Supplier of Goods or Services

EXHIBIT C

**AFFIRMATION OF NON-INVOLVEMENT IN
DEVELOPMENT OR PRODUCTION OF NUCLEAR WEAPONS**

The respondent to a City of Hayward Request for Proposal or recipient of a City of Hayward Purchase Order/Contract hereby certifies:

1. That it understands that City of Hayward Ordinance No. 87-024 C.S. prohibits award of contract to, or purchase of goods or services from "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."
2. That it understands the ordinance defines "Nuclear Weapon" as "any device the explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."
3. That it understands the ordinance defines "Person" as "any person, private corporation, institution, or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

Print/Type Company Name

Print/Type Official Name and Title

Company Address

Signature of Company Official

City, State, Zip Code

Date