



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

### AGENDA: JUNE 18,2002

June 6,2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS  
701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING MAINTENANCE  
REQUEST FOR PROPOSALS

Members of the Board:

The Department of Public Works is proposing to retain the services of a contractor through the "Request for Proposal" process to perform traffic signal and highway safety lighting maintenance. The County of Santa Cruz currently utilizes the services of a private contractor for maintenance of 36 traffic signals and various flashing beacons located throughout the County. The private contractor also responds to repair calls associated with operational problems and accidental damage as a result of collisions, natural disaster events and vandalism. Our current contract with Republic Electric expires June 30,2002, and is expected to be amended to continue through the end of August. A copy of the request for proposals is attached for your Board's review.

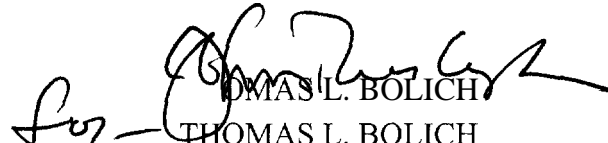
The annual budget allocated for the maintenance and repairs of the traffic signals and highway safety lights is approximately \$60,000 to \$100,000 with the variation of pricing depending on the number of repair calls and signal modification requests. The department has proposed an allocation of \$125,000 in funding for fiscal year 2002/2003 County Service Area 9, Highway Safety Lighting Budget.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the attached Request for Proposals for Traffic Signal and Highway Safety Lighting Maintenance.

2. Direct the Public Works Department to proceed with the consultant selection process for the services of a contractor for maintenance of traffic signal and highway safety lighting and to return to your Board on or before August 27, 2002, with a recommended contract.

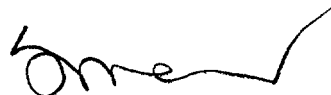
Yours truly,

  
THOMAS L. BOLICH  
THOMAS L. BOLICH  
Director of Public Works

JRS:mg

Attachments

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
County Administrative Officer

copy to: Public Works



THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz

0419

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

### REQUEST FOR PROPOSALS FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING MAINTENANCE FOR THE COUNTY OF SANTA CRUZ

The County of Santa Cruz Department of Public Works is issuing a Request for Proposals (RFP) for the maintenance of traffic signal and highway safety lighting maintenance operation of **36** traffic signals. The contractor chosen for this purpose must enter into an independent contractor agreement (attached) with the County of Santa Cruz (see Scope of Work).

#### PROPOSAL REQUIREMENTS

The following information should be included in the written proposal, as selection will be based on consideration of all written data delivered to the County.

1. Qualifications

Provide a list of employees and subcontractors, along with their qualifications. Attention should be placed upon the staff who would likely be involved in the maintenance and repair of traffic signals and highway safety lights.

2. Resume

Provide a resume describing your company structure and the types of services provided.

3. Equipment

Provide a general breakdown of equipment that is available for the maintenance and repair of traffic signals and highway safety lights.

4. Experience and References

Briefly describe clients similar to the County that have had traffic signal maintenance agreements with your firm for the last two years and provide a complete list of references (including contact information) that you are currently providing services for.

## 5. Pricing

Include a monthly preventive maintenance cost per signal and a current labor rate schedule as shown in Schedule "A" along with an equipment rate schedule as shown in Schedule "B." The County has 36 traffic signals currently in operation throughout the County (see the attached list).

## 6. Submittal Requirements

Three copies of the proposal must be received in the Santa Cruz County Department of Public Works, 701 Ocean Street, Room 410, Santa Cruz, CA 95060, no later than 5:00 p.m. on July 19, 2002. Late proposals will be returned. If you have any questions concerning the Request for Proposal, please contact Jack Sohriakoff, Senior Civil Engineer, at (831) 454-2160 or Herb Parnell, Traffic Operations Manager, at (831) 454-2371.

## SCOPE OF WORK

1. The said Contractor agrees to, as an independent contractor, furnish all tools, equipment, apparatus, facilities, labor, service and materials, and perform all work necessary to maintain traffic signal facilities and highway safety lighting, subject to the inspection and approval of the County, its Director of Public Works, or inspectors or their representatives.
2. The Contractor agrees to inspect, clean, adjust and make a routine inspection of each traffic signal control unit once per month. The Contractor agrees that he will maintain a record in each controller cabinet showing the date and time checked. Controller units shall not be replaced, except temporarily for repair, without prior approval of the County. The signal timing shall not be changed without prior approval of the County.
3. The Contractor agrees to replace or repair any and all defective or worn out parts in the signal system which cause a signal failure or malfunction as the occasion arises.
4. The Contractor agrees to replace all incandescent lamps in all traffic and pedestrian signals using an 80 percent depletion curve, but not to exceed 12 months. Contractor agrees to use only standard traffic signal lamps as manufactured by General Electric Company, Sylvania Company or equal. Contractor agrees to replace all LEDs in conformance to California Department of Transportation (CALTRANS) standards for the traffic signals and pedestrian signals. Accurate records shall be kept indicating relamping dates and locations.
5. Contractor agrees to replace or repair defective photoelectric control devices and highway safety lights located on the mast arms above the signals. The highway safety lights shall be inspected once a month for proper operation. The highway safety lights shall be relamped based on CALTRANS' maintenance schedule for the existing type of light. The contractor shall maintain accurate records indicating relamping dates and locations.

6. Contractor agrees to clean, polish, and inspect all lenses and reflectors at the time the traffic signals are relamped. At this time all broken or deteriorated parts will be replaced or changed as necessary. 0421
7. Contractor agrees to maintain a 24-hour per day emergency service and shall respond to emergency calls in a time not to exceed two hours unless weather, traffic, and/or natural disaster conditions prevents Contractor from doing so. The replacement of burned-out lamps and failed LEDs need not be on an emergency basis provided there are at least two indications still operative for each direction of travel. In such case, replacement shall be handled as soon as possible in a routine manner.
8. Contractor agrees to provide the same service for the repair of other equipment and appurtenance, such as, but not limited to, audible pedestrian signals, emergency vehicle preemption equipment, flashing beacons, and detector devices which the Contractor may be called upon from time to time by the County to repair, replace, modify, install, upgrade, or refurbish.
9. (a) For and in consideration of furnishing said labor, services, materials, and equipment under paragraphs Numbers 3, 4, 5, 6, 7, and 8, excepting when such repairs are necessitated by obsolescence or accidental damage such as collision, natural disaster events, and vandalism, Contractor shall be entitled to receive and shall be paid by the County the sum of \$ \_\_\_\_\_ per month for each signalized intersection.
- (b) For and in consideration for furnishing said labor, services, materials, and equipment under paragraph Number 8, when such repairs are necessitated by obsolescence or accidental damage as defined above under paragraph Number 9, Contractor shall be entitled to receive, in addition to the monthly sum above, a per call sum upon the invoice cost of materials, adjusted cost of labor and equipment, and a reasonable percentage for overhead and profit, to be specified. Labor costs will be at Contractor's prevailing standard rates for job classifications when repairs are made.

**COUNTY OF SANTA CRUZ**  
**LIST OF TRAFFIC SIGNAL INTERSECTIONS**  
**Jun-02**

1	Capitola Road	and	Chanticleer Avenue
2	Capitola Road	and	Seventeenth Avenue
3	Capitola Road	and	Seventh Avenue
4	Freedom Boulevard	and	Aptos High School
5	Graham Hill Road	and	East Zayante Road
6	Graham Hill Road	and	Mt. Hermon Road
7	Green Valley Road	and	Airport Boulevard
8	Green Valley Road	and	Paulsen Road
9	Park Avenue	and	Cabrillo College Drive
10	Porter Street	and	Main Street
11	Seventeenth Avenue	and	Brommer Street
12	Seventeenth Avenue	and	East Cliff Drive and Portola Drive
13	Seventeenth Avenue	and	Felt Street
14	Seventh Avenue	and	Eaton Street
15	Soquel Avenue	and	Seventeenth Avenue
16	Soquel Avenue	and	Seventh Avenue
17	Soquel Drive	and	Cabrillo College Drive
18	Soquel Drive	and	Cabrillo College West Entrance
19	Soquel Drive	and	Capitola Avenue
20	Soquel Drive	and	Commercial Crossing
21	Soquel Drive	and	Daubenbiss Avenue
22	Soquel Drive	and	Forty First Avenue
23	Soquel Drive	and	Freedom Boulevard
24	Soquel Drive	and	Main Street
25	Soquel Drive	and	Mar Vista School (Ped Xing/Fire Sta)
26	Soquel Drive	and	Mission Drive
27	Soquel Drive	and	Park Avenue
28	Soquel Drive	and	Porter Street
29	Soquel Drive	and	Rancho Del Mar
30	Soquel Drive	and	Rio Del Mar Boulevard
31	Soquel Drive	and	Rodeo Gulch Road
32	Soquel Drive	and	Soquel Avenue
33	Soquel Drive	and	Spreckles Drive
34	Soquel Drive	and	State Park Drive
35	Soquel Drive	and	Thurber Lane
36	Soquel San Jose Road	and	O'Neill Court

## SCHEDULE "A"

PREVENTATIVE MAINTENANCE: Intersection per month

\$ \_\_\_\_\_

ADJUSTED LABOR SCHEDULE

	<u>STRAIGHT TIME</u>	<u>OVERTIME TIME</u>
<u>OPERATIONS SUPERINTENDENT</u> : All repair work, both field and lab. subject to his approval and direction. Available for advice and opinion as covered by specifications (plans, job inspection, etc.)	\$ _____	\$ _____
<u>ENGINEERING TECHNICIAN</u> : Provides liaison, assists traffic engineer on systems and provides technical data.	\$ _____	\$ _____
<u>LEAD PERSON</u> : Primary responsibility to guide and assist field technicians and signalmen in the designated section area.	\$ _____	\$ _____
<u>TRAFFIC SIGNAL TECHNICIAN- FIELD</u> : Primary duties are to field trouble- shoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of preventative maintenance.	\$ _____	\$ _____
<u>TRAFFIC SIGNAL TECHNICIAN - LAB</u> : Performs complete repair and maintenance of all controllers, detectors and associated devices which are brought from the field for repair.	\$ _____	\$ _____
<u>TRAFFIC SIGNALMAN</u> : Primary duties are as directed by lead man in assisting field technician and accomplishing preventative maintenance procedures as directed. Traffic signalman assists field technicians as demand is made and assists with knockdowns and associated repairs.	\$ _____	\$ _____

FIXED PERCENTAGE RATE FOR  
OVERHEAD AND PROFIT:

\_\_\_\_\_ 8

## SCHEDULE "B"

EQUIPMENT SCHEDULE

	JOB TRIP RATE
PERSONNEL VEHICLE	\$ _____
PICKUP TRUCK	\$ _____
SERVICE TRUCK	\$ _____
SERVICE LADDER TRUCK	\$ _____
CRANE: TRUCK	\$ _____
HYDRAULIC MAN-LIFT	\$ _____
AIR COMPRESSOR (1/2 DAY RATE)	\$ _____

ANY EQUIPMEXT ITEMS USED, BUT NOT ON THE ABOVE LIST, WILL BE AT  
THE LOCAL PREVAILING RATE SCHEDULE.



INDEPENDENT CONTRACTOR AGREEMENT

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THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and \_\_\_\_\_, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

3. TERM. The term of this contract shall be:

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

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(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_/\_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

(NAME)  
COUNTY OF SANTA CRUZ  
DEPARTMENT OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 410  
SANTA CRUZ, CA 95060"

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(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

(NAME)  
COUNTY OF SANTA CRUZ  
DEPARTMENT OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 410  
SANTA CRUZ, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

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(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

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12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments:  
(identify by name or write NONE):

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Director of Public Works

By: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

By: \_\_\_\_\_  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works