

RFP

TOWN OF LOS GATOS  
DEPARTMENT OF PARKS AND PUBLIC WORKS  
41 MILES DRIVE, LOS GATOS, CA 95030

REQUEST FOR PROPOSAL  
FOR PROFESSIONAL SERVICES

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Lighting and Traffic Signal Maintenance and Repair Service

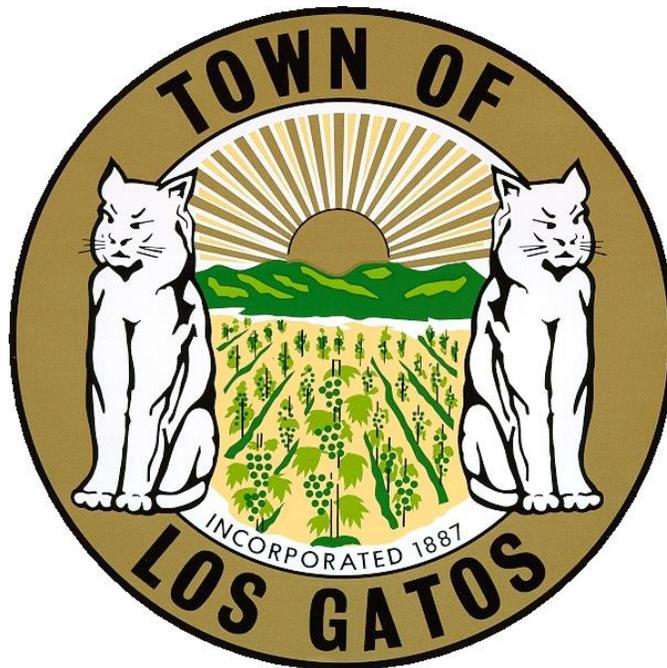
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PROPOSAL SUBMITTAL DEADLINE:

DATE: August 14, 2020

TIME: 5:00 pm

Submit by email to: [jharbin@losgatosca.gov](mailto:jharbin@losgatosca.gov)



# REQUEST FOR PROPOSAL

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## 1. INTRODUCTION

The Town of Los Gatos (“Town”) is soliciting Request for Proposals (RFP) from qualified firms to provide a comprehensive Street Lighting and Traffic Signal Preventive Maintenance and Repair Program. The effective date of this Agreement shall begin October 1, 2020 and will continue through June 30, 2025.

**More detailed information on the project is included in Attachments A – E.**

## 2. ATTACHMENTS

The attachments below are included with this Request for Proposals (“RFP”). The items identified with an asterisk (\*) must be completed, signed by the appropriate representative of the company, and returned with the submittal.

Attachment A – Scope of Services

Attachment B – Proposer’s Information Form\*

Attachment C – Agreement for Services

Attachment D – Cost Proposal Form\*

Attachment E – Town Standard Specification

## 3. INSTRUCTIONS TO PROPOSERS

### 3.1 Examination of Proposal Documents.

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

3.1.1 Have carefully read and fully understand the information that was provided by the Town to serve as the basis for submission of this proposal.

3.1.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted

3.1.3 Represent that all information contained in the proposal is true and correct.

3.1.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

3.1.5 Acknowledge that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Town permission to make these inquiries, and to provide any and all related documentation in a timely manner.

3.2 No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

3.3 Questions.

Any questions by the Proposer regarding this RFP or the project must be put in writing electronically and received by the Town no later than **5:00 p.m. on August 7, 2020**. Correspondence shall be addressed to:

Jim Harbin  
Department of Parks and Public Works  
41 Miles Avenue  
Los Gatos, CA, 95030  
Telephone: (408) 399-5775  
E-mail: jharbin@losgatosca.gov

The Town shall not be responsible for nor be bound by any oral instructions, interpretations, or explanations issued by the Town or its representatives.

Responses from the Town to questions by any Proposer will be communicated in writing to all recipients of this RFP. Questions received after the date and time stated above will not be accepted and will be returned to sender/s without response.

3.4 Addenda.

Any addenda issued by Town shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.

3.5 Submission of Proposals:

All proposals shall be submitted electronically to:

Jim Harbin  
Department of Parks and Public Works  
Telephone: (408) 399-5775  
E-mail: jharbin@losgatosca.gov

Proposals must be received no later than **5:00 pm on August 14, 2020**. All proposals received after that time will not be accepted. Electronic submissions only.

The Proposer shall submit its proposal via email as a PDF attachment with the email subject line: **Street Lighting and Traffic Signal Preventive Maintenance and Repair Program**. Verification of receipt of proposal is the responsibility of the submitting firm.

3.6 Withdrawal of Proposals.

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

**4. RIGHTS OF THE TOWN OF LOS GATOS**

This RFP does not commit the Town to enter into a contract, nor does it obligate the Town to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The Town reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening proposals for its own convenience;
- Remedy errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers regarding project scope;
- Accept other than the lowest cost offer;
- Waive informalities and irregularities in the Proposals; and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the Town.

An agreement shall not be binding or valid with the Town unless and until it is executed by authorized representatives of the Town and of the Proposer.

**5. RFP TIMELINE**

The Town intends to select a firm within thirty days following the submission deadline. The Town may, at its own discretion, conduct interviews and other evaluations of some, all, or none of the applicants prior to selection. The Town will select the firm that best meets the needs of the Town.

RFP Schedule (Tentative):

<b>Date</b>	<b>Event</b>
7/29/20	RFP Issued
8/7/20	Deadlines for questions and information requests
8/14/20	RFP Due Date
8/21/20	Announcement of Award

**6. INFORMATION TO BE SUBMITTED**

These guidelines govern the format and content of the proposal. The intent of the RFP is to encourage responses that clearly communicate the Proposer’s understanding of the Town’s requirements and the firm’s ability to meet those requirements.

In addition to the items included within this RFP, the proposal should include the following information:

- Cover letter describing how the consultant can meet the needs of the Town.
- Relevant experience and expertise of the firm.
- Identification of the project team, including the main project contact.

- Resumes for the project team identifying relevant experience.
- Description of and three references for projects of similar size and scope.
- Other relevant information to assist the Town in its selection.

## **7. CONTRACT TYPE AND METHOD OF PAYMENT**

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services. The method of payment to the successful Proposer shall be for services provided based on established rates for services with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the Town as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but not limited to, materials, delivery, transportation, communications, and any subcontracted items of work.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for each proposed change, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take exceptions to the proposed Agreement may be determined by the Town, at its sole discretion, to be unacceptable and no longer considered for award.

## **8. INSURANCE REQUIREMENTS**

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Town of Los Gatos as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by the Town of Los Gatos. The selected Proposer agrees to provide the Town with a copy of said policies, certificates and/or endorsement upon award of Agreement.

## **9. PUBLIC NATURE OF PROPOSAL MATERIAL**

Responses to this RFP become the exclusive property of the Town of Los Gatos. At such time as the Town awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The Town shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are

not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary,” or if disclosure, in the Town’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Los Gatos may determine, in its sole discretion that the information that a Proposer submits is not a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the Town shall provide the Proposer who submitted the information reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction, at the Proposer's sole expense.

#### **10. COLLUSION**

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

#### **11. DISQUALIFICATION**

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the Town;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal; and
- Proposer’s default under any previous agreement with the Town.

#### **12. NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Town.

**13. GRATUITIES**

No person shall offer, give or agree to give any Town employee any gratuity, discount or offer of employment in connection with the award of contract by the Town. No Town employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a Town contract.

**14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL**

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

The consultant or other entity who works on the procurement will be precluded from submitting proposals or bids as a prime consultant or subconsultant.

The consultant or any other entity who participated in the procurement shall not have a financial, ownership or other interest in any potential Proposer.

## **ATTACHMENT A SCOPE OF SERVICES**

The street lighting, trail/parks/parking lot lights, and traffic signal preventive maintenance and repair services involve ongoing and regular field preventive maintenance and repair of streetlights, parking lot lights, and traffic signals and other related equipment by licensed contractor(s) with properly trained, experienced and qualified personnel. This includes approximately 1,603 streetlights, 119 parking lot lights, and 30 traffic signals which are listed below. The contract scope of work also includes a USA (Underground Service Alert) locating and marking service.

The contract(s) which may result from this Request for Proposals may include all or portion of, and may not be limited to, the following provisions:

### **Streetlights**

The Town seeks a contractor for the on-going maintenance and repair service of approximately 1,603 Town owned streetlights.

- Provide 24-hour on-call services for repair of streetlight outages and 24-hour phone service taking light outage calls.
- Perform night check for light outage.
- Response to and repair of trouble calls within the specified time.
- Installation of lights, as requested.
- Regular submission to the Town of accurately maintained and detailed work records.
- The Town has approximately 2,000 streetlights, of which 95+ percent are LED per the most recent PG&E conversion program.

### **Traffic Signal**

The Town seeks a contractor for the routine preventive maintenance and repair service for 30 traffic signals.

- Monthly preventive maintenance of all traffic signals.
- Repair and replacement of any traffic signal control devices, as requested.
- Regular submission to the Town of accurate activity records and reports of any and all work and service calls related to the Town's traffic signals.
- Response to all service requests in a timely manner.

<b>Town Traffic Signal List</b>	
<b>ID</b>	<b>Intersection</b>
1	Los Gatos Blvd. & Los Gatos-Saratoga Rd.
2	Los Gatos Blvd. & Kennedy-Caldwell
3	Los Gatos Blvd. & Nino
4	Los Gatos Blvd., Roberts Rd., & Shannon Rd.
5	Los Gatos Blvd. & Blossom Hill Rd.
6	Los Gatos Blvd., Los Gatos-Almaden Rd., & Chirco Dr.
7	Los Gatos Blvd. & Los Gatos Village Sq.
8	Los Gatos Blvd. & Garden-Gateway
9	Los Gatos Blvd. & Lark Ave.
10	Blossom Hill Rd. & Cherry Blossom Ln.
11	Blossom Hill Rd. & Camellia Terr.
12	Blossom Hill Rd. & Roberts Rd. (East)
13	Blossom Hill Rd. & University Ave.
14	Blossom Hill Rd. & Union Ave.
15	N. Santa Cruz/Winchester & Blossom Hill/Mariposa
16	N. Santa Cruz Ave. & Andrews St.
17	W. Main St. & Santa Cruz Ave.
18	W. Main St. & University Ave.
19	Lark Ave. & Oka Rd.
20	Los Gatos-Saratoga Rd. & Alberto Way
21	Winchester Blvd. & Lark Ave.
22	Winchester Blvd. & Knowles Dr.
23	Winchester Blvd. & Wimbledon Dr.
24	Los Gatos-Almaden Rd. & National Ave.
25	Knowles Dr. & Dardanelli Ln.
26	Knowles Dr. & Capri Ave.
27	Blossom Hill Rd. & Roberts West
28	Winchester Blvd. & Daves
42	Lark Ave. & University Ave.
43	Winchester/Albright/Bay Club

## **Parking Lot Lights**

The Town seeks a contractor for ongoing maintenance and repair service of 119 lights in the Town parking lots.

- Perform night check.
- Response to and repair light.
- Regular submission to the Town of accurately maintained work records.

<b>Parking Lots Lighting</b>		
150 w Induction Shoebox	Los Gatos / Saratoga Long Term Lot	22
70 w Induction Cobra Head	Lot 1 – Los Gatos / Saratoga / Bantham	4
70 w Induction Cobra Head	Lot 1 – Los Gatos / Saratoga / Bantham	1
40 w Induction Conversion	Lot 2 – Bantham / Royce	5
40 w Induction Shoebox	Lot 3 – Royce / Graves	6
40 w Inudction Shoebox	Lot 4	21
2 x 55 w Induction box	Lot 4	2
40 w Induction Wallpack	Lot 4	9
55 w Induction Conversion	Lot 4	7
80 w Induction Cobra Head	Lot 5 – Elm / Main St.	7
80 w Induction Cobra Head	Lot 5 – Elm / Main St.	3
40 w Induction Shoebox	Monte Bello Lot	5
Beta 40-LED	Lot 6 – Victory Lane	10
40 w Induction Shoebox	Lot 7 – Main Street	5
40 w Induction Shoebox	Lot 8 – Main Street	4
40 w Induction Conversion	Southside Lot, North Santa Cruz	6
100 w Induction Cobra Head	Balzer Field Lot	2
	<b>TOTAL COUNT</b>	<b>119</b>

## **USA (Underground Service Alert) Locating and Marking**

The Town seeks a contractor for the locating and marking of Town's underground lighting and signal circuits.

**ATTACHMENT B  
PROPOSER'S INFORMATION FORM**

**PROPOSER** (please print): \_\_\_\_\_

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

1<sup>st</sup> Contact person (Name): \_\_\_\_\_

Title: \_\_\_\_\_ Office Tel: \_\_\_\_\_

Direct/Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

2<sup>nd</sup> Contact person (Name): \_\_\_\_\_

Title: \_\_\_\_\_ Office Tel: \_\_\_\_\_

Direct/Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Proposer, if selected, intends to carry on the business as (check one):

Individual     Joint Venture     Partnership     Corporation

Year incorporated? \_\_\_\_\_ In what state? \_\_\_\_\_

When authorized to do business in California? \_\_\_\_\_

Other (explain): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ADDENDA**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

1     2     3     4     5     6

\_\_\_\_\_ No Addendum/Addenda Were Received (check and initial)

**PROPOSER'S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

**(1) If Proposer is *INDIVIDUAL*,  
sign here:**

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Proposer's typed name and title

Date: \_\_\_\_\_

**(2) If Proposer is *PARTNERSHIP* or  
*JOINT VENTURE*, at least (2) Partners  
or each of the Joint Venturers  
shall sign here:**

\_\_\_\_\_  
Partnership or Joint Venture Name  
(type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Member of the Partnership or Joint Venture  
(type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Member of the Partnership or Joint Venture  
Name (type or print)

Date: \_\_\_\_\_

**(3) If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:**

The undersigned certify that they are respectively:

\_\_\_\_\_ (Title)

and \_\_\_\_\_ (Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Member of the Corporation (type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Member of the Corporation (type or print)

Date: \_\_\_\_\_

**ATTACHMENT C  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is dated for identification this 1<sup>st</sup> of October 2020, and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Vendor Name ("Service Provider"), whose address is. This Agreement is made with reference to the following facts.

**I. RECITALS**

- 1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide a comprehensive Street Lighting and Traffic Signal Preventive Maintenance and Repair Services
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

**II. AGREEMENT**

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on August 14, 2020, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin October 1, 2020 and will continue through June 30, 2025, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation:

Compensation for year one shall not exceed \$XXXX. Compensation for future years will be the base cost of \$XXXX and shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.

- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### III. INSURANCE AND INDEMNIFICATION

#### 3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

#### General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has

been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

#### **IV. GENERAL TERMS**

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes construction, demolition, repair,

alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

- 4.4.1 The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney’s fee relating to such fine.
- 4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

Vendor Name & Address:

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

- 4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by:

\_\_\_\_\_  
Laurel Prevetti, Town Manager

Recommended by:

\_\_\_\_\_  
Matt Morley, Director of Parks and Public Works

VENDOR, by:

\_\_\_\_\_  
\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Robert Schultz, Town Attorney

Attest:

\_\_\_\_\_  
Shelley Neis, MMC, CPMC, Town Clerk

**ATTACHMENT D  
COST PROPOSAL FORM**

**INSTRUCTIONS FOR COMPLETION OF PROPOSAL FORM**

- **Entries on Proposal Form** - All entries shall be printed in ink or shall be typewritten.
- **Corrections** - Corrections shall be initialed in ink by the person signing the proposal.
- **Project Pricing** - Proposal pricing shall be complete, including all costs for labor, supervision, methods or processes, implements, tools, machinery, equipment, transportation and materials required to complete the work described in this Request for Proposals.
- **Required Information** - All information requested for entry on the Proposal Form must be provided. If necessary, proposers may attach additional sheets clearly cross referenced to the applicable item number.
- **Addenda** – Proposers shall indicate the number and date of all addenda received.
- **Signature** - Proposals shall be signed by an authorized representative of proposer.

**PROPOSAL FORM**

The undersigned proposer hereby offers to perform the required services for the following price(s) in strict compliance with the specifications, terms and conditions set forth in this Request for Proposals.

**A. Street Light Maintenance and Repair Flat Rates**

Monthly Rates \_\_\_\_\_ Per Street Light

**B. Traffic Signal Preventive Maintenance Flat Rates**

Monthly Rates \_\_\_\_\_ Per Intersection

**C. Parking Lot Light Maintenance and Repair Flat Rates**

Monthly Rates \_\_\_\_\_ Per Light

**D. USA (Underground Service Alert) Locating and Marking Flat Rates**

Per Ticket Rates \_\_\_\_\_ Per Ticket

**E. Labor Rates for Extra Work, As Required**

Labor costs must reflect prevailing wages.

<u>Labor Category</u>	<u>Straight Time (\$ per hour)</u>	<u>Overtime (\$ per hour)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**F. Equipment Rates for Extra Work, as Required**

<u>Equipment Category</u>	<u>\$ Per Hour</u>
_____	_____
_____	_____
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____

**G. Miscellaneous Lighting Services, Extra Repair**

Unless otherwise noted, rates shall include labor, equipment, and materials.

1.	Install Town Standard HPS Fixture (non-decorative)	_____ Each
2.	Install Town Standard LED light fixture (non-decorative)	_____ Each
3.	Install Town furnished light fixture	_____ Each
4.	Install light pole with arm on existing foundation – Octaflute pole	_____ Each
5.	Install light pole with arm on existing foundation – Type 15 pole	_____ Each
6.	Install light pole with Town furnished arm on existing foundation – Octaflute pole	_____ Each
7.	Install light pole with Town furnished arm on existing foundation – Type 15 pole	_____ Each
8.	Construct light pole foundation and restore affected sidewalk	_____ Each
9.	Construct light pole foundation and restore affected area (no sidewalk)	_____ Each
10.	Install Town furnished light pole and arm	_____ Each
11.	Install luminaire arm on existing Octaflute pole	_____ Each
12.	Install luminaire arm on existing Type 15 pole	_____ Each
13.	Install Town furnished luminaire arm	_____ Each
14.	Install pull box (#3 ½) and restore affected sidewalk	_____ Each
15.	Install pull box (#3 ½) and restore affected area (no sidewalk)	_____ Each

**H. Miscellaneous Traffic Signal Services, Extra Repair**

Unless otherwise noted, rates shall include labor, equipment, and materials. All vehicle signal indications shall be 12” LED’s, Gelcore or approved equal. All pedestrian signal indications shall be pedestrian countdown, Gelcore LED’s or approved equal.

1.	Installation of Pole	
	a) 1B Pole on new foundation and restore affected sidewalk	_____ Each
	b) 1B Pole on new foundation and restore affected area (no sidewalk)	_____ Each
	c) 1B Pole on existing foundation	_____ Each
	d) PPB post with ADA push button assembly on new foundation	_____ Each
	e) PPB post with ADA push button assembly on existing foundation	_____ Each

2.	Installation of Inductive Loops:	
	a) 6'x6' Type A, B, D, E, and Q	_____ Each Loop
	b) 2'x6' Type C Bicycle Loop	_____ Each Loop
3.	Installation of LED modules:	
	a) For Non-PV Heads	
	1) Red	_____ Each Module
	2) Yellow	_____ Each Module
	3) Green	_____ Each Module
	b) For PV Head Retrofit	
	1) Red	_____ Each Module
	2) Yellow	_____ Each Module
	3) Green	_____ Each Module
	c) Pedestrian Countdown (Combo)	_____ Each Module
4.	Installation of 12" Signal Heads with LED modules (on existing framework), visors, back plates, and louvers as needed	
	a) Non-PV Heads	
	1) 3-Section	_____ Each
	2) 4-Section	_____ Each
	3) 5-Section	_____ Each
	b) PV Heads	
	1) 3-Section	_____ Each
	2) 4-Section	_____ Each
	3) 5-Section	_____ Each
5.	Installation of Mounting Bracket:	
	a) MAS	_____ Each
	b) MAT	_____ Each
	c) TV-1-T	_____ Each
	d) TV-2-T	_____ Each
	e) TV-3-T	_____ Each
	f) SV-1-T	_____ Each

	g) SV-2-T	_____ Each
	h) SV-3-T	_____ Each
	i) SP-1-T	_____ Each
	j) SP-2-T	_____ Each
6.	Installation of Pedestrian Signal Head (with LED Countdown)	_____ Each
7.	Installation of Audible Pedestrian Signal	_____ Each
8.	Installation of Pedestrian Push Button Assembly	_____ Each
9.	Installation of Town finished signal controller cabinet assembly on existing foundation	_____ Each
10	Install pull box and restore affected sidewalk	_____ Each #4 _____ Each #5 _____ Each #6
11	Install pull box in street (traffic grade) and restore affected area	_____ Each #4 _____ Each #5 _____ Each #6
12	Replace/install pull box in dirt and restore affected area	_____ Each #4 _____ Each #5 _____ Each #6
13	Conflict monitor (CMU/MMU) test	_____ Each
14	Percent Markup on Materials	_____ Percent

**I. Additional Information**

1. Company \_\_\_\_\_

2. Address from which service will be provided:  
\_\_\_\_\_  
\_\_\_\_\_

3. Location of Shop and Storage Facility (must be within 30 miles from Town limits):  
\_\_\_\_\_  
\_\_\_\_\_

4. Number of Years Providing the Specified Service: \_\_\_\_\_

5. Business Organization (Check One):

- Individual Proprietorship
- Partnership
- Corporation
- Other \_\_\_\_\_

If incorporated, provide the following information:

Date of incorporation \_\_\_\_\_

State of incorporation \_\_\_\_\_

Names and Titles of All Officers and Directors \_\_\_\_\_

\_\_\_\_\_

If an individual or partnership, provide the following information:

Formation date of Company \_\_\_\_\_

Name and address of all partners, indicating whether they are general or limited partners:

\_\_\_\_\_

\_\_\_\_\_

6. List the names, titles, and qualifications of the key personnel who will perform work under this contract as well as their roles in relation to this contract. Identify the primary signal technician to be designated for the Town. Include their certifications, experience and training.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Indicate whether proposer has ever failed to complete any contract awarded to it. If so, note when, where and why. Attach additional sheets, if necessary.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Indicate whether proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.

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9. List subcontractors, if any, who will perform work under this contract. Attach additional sheets, if necessary.

a. Company \_\_\_\_\_

Location \_\_\_\_\_

Describe work to be subcontracted \_\_\_\_\_

---

b. Company \_\_\_\_\_

Location \_\_\_\_\_

Describe work to be subcontracted \_\_\_\_\_

---

c. Company \_\_\_\_\_

Location \_\_\_\_\_

Describe work to be subcontracted \_\_\_\_\_

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10. List all current organizations within 60 miles from Los Gatos for whom proposer performs similar services of a similar contract and scope.

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11. List three organizations for whom proposer performs/performed similar services of a similar scope in the last three years.

a. Organization \_\_\_\_\_

Location \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

Describe work performed by proposer \_\_\_\_\_

---

Date work was performed \_\_\_\_\_

b. Organization \_\_\_\_\_  
Location \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Describe work performed by proposer \_\_\_\_\_  
\_\_\_\_\_

c. Organization \_\_\_\_\_  
Location \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Describe work performed by proposer \_\_\_\_\_  
\_\_\_\_\_

**ADDENDA**

Proposer acknowledges receipt of the following Addenda:

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

**SIGNATURE**

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Name (printed or typed) Date

\_\_\_\_\_  
Telephone Number Fax Number

\_\_\_\_\_  
Tax ID Number Los Gatos Business License Number

## TOWN OF LOS GATOS SERVICE FORM – STREET LIGHTS MAINTENANCE

(All work prescribed in the list is included in the monthly flat fees for streetlight service)

Town WO ID: \_\_\_\_\_ Republic Work Order #: \_\_\_\_\_  
 Pole ID: \_\_\_\_\_ Location/Address: \_\_\_\_\_  
 Caller: \_\_\_\_\_ Reported Problem: \_\_\_\_\_  
 Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

<b>A. VERIFY LIGHT</b>	
Verify Pole Tag ID: _____ (Install pole tag if it's missing.)	<input type="checkbox"/>
Verify Pole Address/Location: _____	<input type="checkbox"/>
Pole Type? Octaflute or Octagon or Sternberg or Type 15 or Utility (If it's an utility pole, it's a PG&E maintained light. Notify Town staff) or Others (Please describe)	<input type="checkbox"/>
Lamp Type & Size? For existing lights neither HPS nor LED – Replace with LED light fixture. Notify Town staff.	<input type="checkbox"/>
Circuit Voltage? 120V or 240V	<input type="checkbox"/>
Overhead or Underground Feed? Overhead power is to be repaired by PG&E. Notify Town staff.	<input type="checkbox"/>
Is this a PG&E power issue? Yes or No If it's a PG&E power issue, notify Town staff.	<input type="checkbox"/>
Missing/broken hand hole cover? Yes or No Replace missing/broken hand hole cover.	<input type="checkbox"/>
Comments: _____	<input type="checkbox"/>
<b>B. PROBLEM AND REPAIR</b>	
Cause? Accident or Vandalism or Others	<input type="checkbox"/>
Problem Description: _____	<input type="checkbox"/>
Work Description: _____	<input type="checkbox"/>
Found Service? Yes or No If the service location is found, please describe the location here: _____	<input type="checkbox"/>
<b>C. FOLLOW-UP SERVICE</b>	
Description of Required Follow-Up Service: _____	<input type="checkbox"/>

TECHNICIAN NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**TOWN OF LOS GATOS SERVICE FORM – MONTHLY TRAFFIC SIGNAL PREVENTIVE  
MAINTENANCE CHECKLIST**

(All work prescribed in the list is included in the monthly flat fees for routine maintenance)

Intersection: \_\_\_\_\_ Signal ID: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

**A. CONTROLLER CABINET & SERVICE ENCLOSURE**

Cabinets – Vacuum/clean inside/outside cabinets. Spray insecticide as necessary. Remove graffiti, postings and adhesive materials off cabinets. Trim vegetation off cabinets (one-foot clearance). Replace cabinet filter as necessary.	<input type="checkbox"/>
Door and Lock – Check door closure, plumb, gaskets, lock operation, seal and weather tight. Adjust, repair, lube and oil hinges and locks as necessary. Re-seal as necessary.	<input type="checkbox"/>
Fan Operation (June through September) – Verify that fan turns on at 90°F and above. Replace as necessary.	<input type="checkbox"/>
Cabinet Light – Verify that light works with door and light switch. Replace as necessary.	<input type="checkbox"/>
Cabinet field wires – Verify cabinet field wires are neatly organized and properly marked. Re-mark as necessary.	<input type="checkbox"/>
Cabinet Conduits – Re-seal duct seal as necessary.	<input type="checkbox"/>
Cabinet Seal – Re-seal between cabinet and its concrete foundation as necessary. Must be watertight. Check traces of rust. Remove rust and paint over area of rust.	<input type="checkbox"/>
Police Panel Door – Check and test operation of police panel key. Observe if the signal return to normal operation in proper sequence.	<input type="checkbox"/>

*Comments & Follow-up:*

**B. CONTROLLER & OTHER EQUIPMENT**

Equipment Display – Check if equipment display properly such as controller and conflict monitor screens, telemetry error message on master controller, battery level in UPS, lights on preemption device, etc.	<input type="checkbox"/>
Equipment LEDs – Check all LED's inside cabinet, such as on conflict monitor, flasher, load switches, video detection cards, preemption cards, etc. Any LEDs not working? Which equipment? Check if it is functioning properly.	<input type="checkbox"/>
Any visible damages - Visually inspect any damages to any equipment inside cabinet. Any equipment damaged?	<input type="checkbox"/>
Terminal Blocks – Visually check loose wires, burned terminals, DLC, ground, etc. Adjust/replace as necessary. Do not over tighten.	<input type="checkbox"/>
Vehicle Detection - Verify and label on detector cable and amplifiers. Observe operation of each detector. Replace as necessary. Any detectors stuck on or missing calls?	<input type="checkbox"/>
Video Detection System (if applicable) – Check camera view on monitor and its proper operation. Clean camera as necessary.	<input type="checkbox"/>
Timing – Verify and update controller clock, main street on recall. Observe signal cycles properly. Report to staff any unusual condition.	<input type="checkbox"/>
Preempt (if applicable) – Check and test operation of preempt devices.	<input type="checkbox"/>



**A. ARRIVAL/DEPARTURE**

Arrival Date:

Arrival Time::

Departure Time:

**B. PROBLEM AND REPAIR**

Cause? Accident or Vandalism or Others

Problem Description:

Work Description:

**C. FOLLOW-UP SERVICE**

Description of Required Follow-Up Service:

TECHNICIAN NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**ATTACHMENT E**  
**TOWN STANDARD SPECIFICATIONS**  
**(As of March 10, 2015)**

**2.37 Signals, Lighting, Electrical System**

**General**

Signals, lighting and electrical work shall conform to the current provisions of Section 86, "Signals, Lighting and Electrical Systems," of the State of California Department of Transportation SSS (henceforth referred to as "SSS"), the State of California Department of Transportation SSP (henceforth referred to "SSP" and these Town Specifications.

**Town Standard Equipment**

Unless specified otherwise, the following standard equipment shall be used for the Town:

1. NEMA TS-2, Type 1, "P" controller cabinet.
2. ECONOLITE ASC3 signal controllers.
3. ITERIS Edge 2 Video Detection system.
4. Fire Preemption – As supplied by Fire Department.

**Conduit**

Conduits shall be installed using directional boring or open trench as determined by Contractor and approved by Engineer. The top of the installed conduit shall be a minimum of 18 inches below finished grade.

Directionally-bored conduits shall be installed at a minimum depth of eighteen inches (18") from existing pavement surface. Directionally-bored conduits within the public right-of-way shall be installed within one foot (1') of the lip of gutter or underneath the sidewalk.

All traffic conduits shall be 3" or larger in diameter. All conduits shall be Schedule 80 polyvinyl chloride conduit unless otherwise specified. End bells shall be installed on all PVC conduits ends. Ground bushings shall be installed for all metallic conduits.

Contractor shall not use 90-degree elbows. Only large radius 45-degree elbows shall be allowed.

Interconnect cable conduit terminations into pull boxes shall be gradually swept to the elevation where conduit enters through the side of a pull box. These conduit sweeps shall have a minimum 3-foot radius and 45-degree radius.

All conduits shall have a pull tape and a bare #8 AWG (minimum) copper wire for grounding and tracing of conduits.

All conduits placed in utility joint trenches shall be inspected and approved by the respective utility (PG&E, SBC, Verizon, Comcast) prior to backfill. The Contractor shall coordinate all such inspections with each Utility Company.

All conduits shall be sealed with Duct-Seal after wires are installed to prevent moisture and rodents from entering the conduits.

Conduits shall be installed either parallel to or perpendicular to the curb, unless otherwise approved by the Engineer prior to placement. Conduit at an oblique angle to the curb will not be permitted.

Communication conduit (for fiber optic cable) – The sum of horizontal and vertical conduit bends in new conduit between pull boxes and/or splice vaults shall not exceed 180 degrees. Conduit terminations into pull boxes and splice vaults shall be gradually swept to the elevation where conduit enters through the side of a pull box or splice vault. These conduit sweeps shall have a minimum 3-foot radius and 45-degree radius.

### **Pull Boxes**

The identification “LOS GATOS” shall be engraved, welded or cast on the top face of all covers and followed by one of the following applicable markings:

1. “STREET LIGHTING” (for pull boxes containing lighting).
2. “TRAFFIC SIGNAL” (for pull boxes containing traffic signal circuits with or without street lighting circuits).
3. “TRAFFIC COMMUNICATION” (for traffic signal communication).
4. “SERVICE” (for pull boxes in service runs and where utilities company conduits terminate).
5. “TREE LIGHTING” (for tree lighting systems only).
6. “SPRINKLER CONTROL” (for sprinkler control systems only).
7. “ELECTRICAL” (for electrical systems not mentioned above).

Pull boxes shall be No. 5 or larger unless otherwise indicated on the plans. Pull boxes for signal interconnect shall be No. 6 or larger unless otherwise indicated on the plans. Pull boxes for fiber-optic cabling system shall have the following minimum inside dimensions, unless specified otherwise in the contract documents: 48-inch long by 30-inch wide by 14-inch high. In addition, it shall be provided with one pull box extension. Pull box extension shall be in 12-inch high increment. A locking lid shall be provided.

Excess conduit for all conduit ends shall be cut back to provide stub ends of 1-inch minimum to 2-inch maximum.

Bottom of pull boxes shall be grouted over clean crushed rock sump (12 inches minimum). All pull boxes shall have a 2-inch drain hole in center bottom and grouted with smooth surface sloped toward drain hole.

## **Conductors**

Identification stripe color shall be permanently impregnated the conductor insulating jacket.

No. 10 or smaller traffic signal conductors shall be solid copper with either:

- Type USE insulation with a minimum thickness of 1 mm (40 mils), or
- Type THW insulation with a minimum thickness of 1 mm (40 mils).

## **Splicing and Splicing Insulation**

All connectors and terminals installed to the conductors including those for detector circuits, shall be pressure connector crimp type and shall be soldered after being applied with the applicable tool recommended by the manufacturer of the connector.

Heat shrinkable insulating tubing shall be applied after completion of the splicing procedure. Insulation over the connector shall consist of a heat shrinkable, mastic lined, 1 mm minimum polyolefin cable sleeve, or cover, to which heat shall be applied at a temperature greater than 120 degrees C. with an electric hot air gun until the sleeve or cover shrinks and covers the connector and the mastic material has flowed completely around and between the conductors to form a waterproof insulation. The conductor insulation shall not be damaged due to application of the heat shrinkable insulation sleeve.

## **Signal Interconnect Cable**

Signal interconnect cable shall contain 12-pair 19 AWG PE89 stranded copper unless otherwise noted on the plans. Unless otherwise indicated on the plans, in the Special Provisions, or as directed by the Engineer, splicing of the SIC is not allowed. The SIC shall run continuously and unspliced from one cabinet to the next cabinet.

## **Identification Labeling**

Identification shall be by T&B Ty-Rap Cable Ties No. TY553M, fastened to the conductors/cables in such a manner that they will not move along the conductors/cables. The flags on the Ty-Rap shall be marked with a Ty-Rap marking pen No. WT 163 M-1 (Black), or approved equal. All phase conductors shall be labeled by phase designation in the pull boxes nearest their termination, and in the controller cabinet. Detector cables shall be labeled by channel designation in the pull boxes nearest their termination, and in the controller cabinet. Detector cables shall be also labeled by phase designation in the controller cabinet nearest their termination at the detector amplifiers.

## **Bonding and Grounding**

Bonding and grounding shall conform to the provisions of Section 86-2.10, "Bonding and Grounding," of the SSS and the following.

All metallic electrical equipment including, but not limited to, poles, metal conduit, service pedestals, controller cabinets, anchor bolts, foundation reinforcement, and metallic cable sheaths shall be tied to ground electrical potential and shall be interconnected by means of copper conductors and clamps to form a single, grounded and electrically bonded system. Grounding of the electrical system shall be accomplished by means of approved 5/8-inch x 10-foot copper-clad steel or 3/4-inch x 10-foot galvanized steel ground rods installed in all cabinet foundations and in all pull boxes that contain conduits with equipment ground conductors as shown on the project plans. Ground rods shall extend above the finished cabinet foundation or grouted pull box bottom sufficiently to attach a ground clamp and #8 AWG bare copper equipment ground conductor.

### **Galvanizing**

New traffic signal and streetlight poles shall have a galvanized finish in conformance to the provisions of Section 86-2.15, "Galvanizing," of the SSS.

### **Controller Assembly**

The controller assembly shall conform to the provisions of Section 86-3.02, "Type 90 Controller Assemblies," of the SSS and the following.

The controller assembly shall be NEMA TS-2 Type "P" traffic signal controller cabinet unless otherwise indicated on plans.

### **Controller Cabinet Foundation**

The controller cabinet foundation shall be 6" above the finished grade, in lieu of the 3.5" dimension shown on Standard Plan ES-3C.

### **Traffic Signal Faces and Fittings**

Traffic signal faces and fittings shall conform to the provisions of Section 86-4, "Traffic Signal Faces and Fittings," of the SSS, the SSP and the following.

Traffic signal faces shall have metal signal sections and visors conforming to Section 86-4.01 "Vehicle Signal Faces", of the SSS. Plastic signal faces and visors shall not be allowed.

Vehicle signal face reflectors shall be made of specular aluminum conforming to Section 86-4.01A "Optical Units" of the SSS.

Backplates shall be furnished and installed on all signal faces. Backplates shall be made of aluminum and installable from the front of the signal head and conform to Section 86-4.03 "Backplates" of the SSS and the SSP ES-4C. Louvers shall not be used unless otherwise specified. Plastic backplates shall not be allowed.

Signal mounting assemblies shall conform to Section 86-4.06 "Signal Mounting Assemblies" except that terminal compartments, post top adapters, and plain side pole mounts shall be cast bronze. "Clam Shell" mounts shall not be used.

Color of the traffic signal housing front and back, mounting bracket, visors, and backplates shall be black.

All new vehicle signal heads shall have 12" red, amber and green (circular and arrow) light emitting diode (LED) modules. The LED modules shall be Gelcore brand or approved equal.

### **Pedestrian Signals**

Pedestrian signal faces shall be Type A with 3/16 inch tempered glass message plate and z-crate type screen conforming to Section 86-4.05 "Pedestrian Signal Faces" of the SSS and the SSP ES-4B.

Pedestrian signal heads shall have a combination Portland orange "upraised hand"/countdown numerals/lunar white "walking person" LED module. The LED modules shall be Gelcore brand or approved equal.

The Countdown Pedestrian Signal shall be user configurable through dipswitches allowing the user to deactivate the countdown operation or activate countdown of Walk+Don't Walk time, countdown of Walk time and then Don't Walk time and countdown of Don't Walk time only. Outline pedestrian symbol is not permitted.

Color of the pedestrian signal housing shall be black.

### **Audible Pedestrian Signals**

Color of audible pedestrian signal housing shall be black.

### **Pedestrian Push Buttons**

Pedestrian push button assemblies shall conform to the provisions of Section 86-5.02, "Pedestrian Push Button Assemblies", of the SSS, the SSP ES-5C and the following.

All pedestrian push button assemblies shall be Type B (5" x 7.5") per State Standard Plan ES-5C. Pedestrian push buttons shall be 2"-diameter push buttons and ADA compliant and shall be mounted on traffic signal poles at an elevation of 38 inches at center of button above the adjacent sidewalk surface.

Multiple push buttons on the same standard shall be mounted at the same height with a maximum vertical offset of plus or minus 2 inches between push buttons.

Pedestrian push buttons should be parallel to the crosswalk, within 5 feet of the crosswalk extended, and within 10 feet of the edge of curb, shoulder, or pavement. When wheelchair ramps are present, pedestrian push buttons should be within 5 feet of the edge of ramps.

Color of pedestrian push button assembly shall be black.

### **Detector Loops**

Vehicle detectors shall conform to the provisions of Section 86-5, "Detectors", of the SSS, the SSP and the following.

1. Detector loops shall have circular configuration.
2. Loop conductor shall be Type 2 loop wires. No splice is permitted.
3. Detector lead-in cable shall be Type B.
4. Detector lead-in cables between pull boxes (immediately adjacent to the detector handhole) and controller cabinet shall run continuously and shall be unspliced throughout the length of the conductors.
5. The sealant for filling slots shall be asphaltic emulsion sealant for asphaltic concrete pavement application and hot-melt rubberized asphalt sealant for Portland cement concrete pavement, both as specified in the State SSS.

Contractor shall contact the Town Inspector 72 hours in advance of work which will cut or damage any existing detector loop or lead-in wire. The Town will install appropriate timing in the traffic signal controller prior to the Contractor cutting the existing loops. Contractor shall make arrangements to replace damaged loop detectors within five days at the Contractor's expense.

### **Luminaires**

Luminaires shall conform to the provisions of Section 86-6, "Lighting" of the SSS and the SSP.

Unless otherwise specified, luminaires shall be LED (Light Emitter Diode) light fixtures with lighting level equivalent to 70 watt HPS (High Pressure Sodium) on local and collector streets, 100 watt on arterial streets, 150 watt HPS at intersections, and 200 watt HPS for traffic signal safety lighting. The LED light fixture shall be Cree or Leotech, the latest model, or approved equal.

Luminaire circuit splicing shall conform to Section 86-2.095 "Fused Splice Connectors" or the SSS.

### **Photoelectric Controls**

Photoelectric controls for luminaires shall conform to the provisions of Section 86-6.07, "Photoelectric Controls," of the SSS and the following.

Photoelectric controls shall be as follows:

Type II photoelectric control shall consist of a remote photoelectric unit in a weatherproof housing, a separate contactor and a test switch located in the service enclosure unless shown otherwise. The photoelectric control unit shall be pole-top mounted unless otherwise specified.

Type IV photoelectric control shall consist of a photoelectric unit in a weatherproof housing which plugs into an EEL-NEMA twist lock receptacle integral with the luminaire.

A switch to permit manual operations of the lighting circuit shall be provided for each Type II photoelectric control. The "auto-test" switch shall not have an "off" position.

### **Removing, Reinstalling or Salvaging Electrical Equipment**

Removing and/or salvaging of equipment shall conform to the provisions of Section 86-7.01, "Removing Electrical Equipment," of the SSS and the following.

All salvaged equipment shall be delivered to the Town of Los Gatos Service Center at 41 Miles Avenue. The Contractor shall contact the Town of Los Gatos Department of Parks and Public Works at (408) 395-5770, forty-eight (48) hours in advance to arrange for acceptance of salvaged equipment.