

# TRAFFIC SIGNAL MAINTENANCE

EM26-TSM01

City of El Mirage  
10000 N El Mirage Rd  
El Mirage, AZ 85335



City of El Mirage  
REQUEST FOR PROPOSAL  
Traffic Signal Maintenance

- I. PROFESSIONAL SERVICES CONTRACT.....
- II. AGREEMENT .....
- III. EXHIBIT A .....

Attachments:

A - RFP EM26-TSM01 Power Tech Proposal

B - RFP-EM26-TSM01-PowerTech Contracting-Pricing per Month

C - RFP-EM26-TSM01-PowerTech Contracting-Extra Work Pricing

## **1. PROFESSIONAL SERVICES CONTRACT**

### **CITY OF EL MIRAGE**

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this 17 day of August, 2026, by and between the City of El Mirage, an Arizona municipal corporation ("City"), and Power Tech Contracting a(n) Arizona Corporation ("Contractor").

### **RECITALS**

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to contract for Contractor to provide Traffic Signal Maintenance ("Services") as described in the attached scope of work (Exhibit "A") in accordance with the terms of this Contract;
- C. Contractor is duly qualified to perform the requested Services.

## 2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

### 2.1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Alec Eigenberger, (Title) Program Manager/Division Manager II, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

### 2.2. SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit "A." All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

### 2.3. DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

### 2.4. FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed TBD.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent

necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

## **2.5. ADDITIONAL SERVICES; PRICE ADJUSTMENT**

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

## **2.6. OWNERSHIP**

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

## **2.7. TERM AND EXTENSION**

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date and continues for three (3) years to 08/31/2029, with an option to extend for an additional two (1) year extensions.

## 2.8. TERMINATION

### 1. Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

### 2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such

termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A" and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

## **2.9. ENTIRE AGREEMENT**

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

## **2.10. ARIZONA LAW**

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

## **2.11. COMPLIANCE WITH LAWS**

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

## **2.12. MODIFICATIONS**

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

## **2.13. ASSIGNMENT**

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

## **2.14. SUCCESSORS AND ASSIGNS**

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

## **2.15. ATTORNEY'S FEES**

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

## **2.16. INDEPENDENT CONTRACTOR**

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

## **2.17. CONFLICT OF INTEREST**

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

## **2.18. NOTICES**

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Power Tech Contracting  
Attn: Jay Hatch  
380 E Ray Rd  
Gilbert, AZ 85296

In the case of City:  
City of El Mirage

Attn: City Manager  
10000 North El Mirage Road  
El Mirage, Arizona 85335

With a copy to:  
City of El Mirage  
Attn: City Attorney  
10000 North El Mirage Road  
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

## **2.19. FORCE MAJEURE**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

## **2.20. TAXES**

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

## **2.21. ADVERTISING AND PROMOTION**

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

## **2.22. COUNTERPARTS**

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

## **2.23. CAPTIONS**

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

## **2.24. SUBCONSULTANTS**

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be

subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

## **2.25. INDEMNIFICATION**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

## **2.26. INSURANCE**

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

## **2.27. COOPERATIVE PURCHASING**

While this Contract is for the City of El Mirage, other public agencies and political subdivisions may express interest in utilizing the Contract. In addition to the City of El Mirage, and with approval of the Contractor, this Contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the Contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of El Mirage will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the Contractor may limit the Contractor's ability to extend use of this Contract. Any orders placed to the Contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this Contract will be the sole responsibility of each participating public agency. The City of El Mirage shall not be responsible for any disputes arising out of transactions made by others.

## **2.28. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS**

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

## 2.29. SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

### **3. SCOPE OF WORK**

#### **3.1. LOCATION OF THE WORK**

All work is located within the City of El Mirage, Maricopa County, Arizona. A map of the sites is shown on Exhibit A.

The signalized intersections are:

1. Acoma Dr & Dysart Rd.
2. Thunderbird Rd & Dysart Rd.
3. Thunderbird Rd & El Mirage Rd.
4. Thunderbird Rd & 129th Ave.
5. Thunderbird Rd & Frontage Rd.
6. Cactus Rd & El Mirage Rd.
7. Cactus Rd & Dysart Rd.
8. Peoria Ave & El Mirage Rd.
9. Peoria Ave & Dysart Rd.
10. Cinnabar Ave & El Mirage Rd.
11. Joe R. Ramirez Rd & El Mirage Rd.
12. Olive Ave & Dysart Rd.
13. Olive Ave & El Mirage Rd.
14. Dysart Rd & Dysart High School

The HAWK signals are located on:

- Thunderbird Road & Primrose Street
- Thunderbird Road & Luna Street
- Soledad Street & El Mirage Road
- Cactus Road & 127<sup>th</sup> Avenue

School Flashing Signals:

- Thunderbird Road west of El Mirage Road
- Thunderbird Road east of El Mirage Road
- Thompson Ranch east of school
- Thompson Ranch west of school

Fire Department Signal:

- 13601 N. El Mirage Road

PROPOSED WORK

The contract work consists of all necessary labor, material, transportation services and equipment, to perform traffic signal maintenance on a regular basis per the contract specifications on the intersections specified. The traffic control system shall be in first-class working order and operating condition at all times.

The contract work also consists of all necessary labor, material, transportation services and equipment to perform maintenance and repairs on the two (2) school zone flashing light systems which includes programming them at the beginning of the school year.

CONTRACT TIME

This Contract is a (3) three year contract and commences **August 17, 2026** and expires **June 30, 2029**. Pricing for the first (3) three year period is included in Exhibit B.

The City of El Mirage may at its sole option and with the consent of the Contractor, extend the period of this agreement up to two (2) additional, one (1) year increments. If renewed, the contract is an annual contract. Contract renewal shall be within 30 days of contract expiration. Any price increase must be mutually agreed upon by the City and the Contractor. The Contractor shall be notified in writing when the contract renewal has been approved.

ADDITION/DELETION OF SIGNALIZED INTERSECTIONS

Traffic Signal controlled intersections may be added or deleted from this contract at the unit price at the option of the City.

The City shall notify the Contractor in writing when new intersections are to be placed in operation in any of the systems, or when equipment has been inactivated or eliminated, thus increasing or decreasing the quantities identified in the Request for Proposal (RFP).

In the case of a new intersection be added to this Contract, the Contractor shall make such an inspection as is necessary at the time of activation to ascertain that the equipment is in working order, and henceforth, from that time that the equipment is placed in operation, the Contractor shall assume responsibility for the maintenance and repair except for work which is determined by the City not to be the responsibility of the Contractor.

Regardless of the acceptance of the installation, and during the period of operation prior to the time of acceptance by the Contractor, the Contractor shall notify the City concerning matters pertaining to failure of parts, guarantee periods, knockdowns, stoppage due to faulty construction, etc. at no extra cost to the City.

#### GUARANTEE

The Contractor shall guarantee all work and the operation of materials provided for a period of one (1) year after maintenance completion. Items specifically not guaranteed are expendables such as lamps and fuses, items damaged by conditions outside the control of the Contractor, and materials provided by others.

#### CERTIFIED TECHNICIAN

The Contractor shall have an IMSA Certified Technician, Level II or above, employed to provide the City signal maintenance and service.

1. The certified technician shall keep an updated log book in each cabinet for any and all maintenance performed plus submit a written report monthly on all activity, work performed, and recommendations for each traffic signal.
2. The certified technician will notify the City's Public Works Department prior to performing any maintenance or in response to any emergency call out. The Contractor will provide a certified technician and all necessary equipment to perform the maintenance.

#### BI-ANNUAL TESTING:

The Contractor shall provide bi-annual testing and maintenance of all controllers, uninterruptible power supplies (UPS) systems, conflict monitors and loop detectors. Maintenance will be based on the latest IMSA specifications and incorporate, where necessary, ITE preventive maintenance requirements.

#### ON-CALL SERVICE

The Contractor shall 24-hour on-call service for all intersections at no additional cost to the City, including weekends and holidays.

- A. Respond to any call outs deemed an emergency within four (4) hours and routine calls within twenty-four (24) hours.
- B. Controller failures, lights out, knock downs, or one red light out at an intersection are considered emergencies.
- C. Provide City the name, address, telephone number, and pager number of at least two (2) persons who will be available for emergency repair of the traffic signals and keep the City informed of any changes of same.

#### PROSECUTION OF WORK

The purpose of the Contract is to assure that all components of the systems and installations operate essentially as originally installed or as subsequently modified and for preventative maintenance, to guarantee against and prevent equipment failures due to mechanical or electrical defects. The proper functioning of the systems and installations are essential to maintain smooth, expeditious, and safe movement of traffic. Consequently, it is imperative that all equipment in the systems and installations be serviceable and in good operating condition at all times so as to insure maximum working efficiency and prevent unnecessary failures. When equipment failures do occur due to unforeseen events, knock-downs, or any cause whatsoever, **TIME IS OF THE ESSENCE** in arriving at the scene and taking corrective measures. To insure this continuous and uninterrupted operation of the equipment; **SERVICE CALLS AND EMERGENCY CALLS SHALL BE ANSWERED PROMPTLY AND EXTRAORDINARY EFFORT SHALL BE EXERTED BY THE CONTRACTOR TO RENDURE SERVICE.**

The Contractor shall prosecute the work in the following manner:

- A. The Contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified workmen shall be sufficient to respond to emergency calls which may be received at any time and to promptly make temporary and permanent repairs. Immediate action shall be taken to safeguard the public at any time a signal installation becomes partly or fully inoperative from any cause whatsoever. Two signal heads facing each approach shall be considered the minimum acceptable operation pending permanent repairs unless otherwise authorized by the City.
- B. All component parts of each system shall be maintained at all times to perform the functions for which they were designated unless authorized to the contrary by the City.
- C. The Contractor shall furnish transportation for its employees and equipment used in the performance of this Contract. All vehicles shall be licensed in the State of Arizona and equipped with a warning light(s) which are clearly seen from a distance no less than 500'. All vehicles shall be clearly marked with the name of the company and phone number. All permanent lettering shall be a minimum of 2". All vehicles used by the Contractor shall conform to all applicable Federal, state, and local laws.

Patrol and supervisory vehicles operated by the Contractor in connection with the Contract shall be equipped with two-way radio or cellular telephone as a means of expediting and maintaining 24 hour communications with the Contractor's headquarters and field crews. The Contractor shall maintain a dispatcher 24-hours a day, seven (7) days a week.

- D. The Contractor shall designate in writing representatives in his organization to whom instructions may be given by the City. One of these representatives shall be available at all times to the City for consultation at no added expense. The Contractor shall furnish the names, addresses, telephone, pager numbers, and cellular numbers of its representatives to the City.
- E. Any maintenance operations found unsatisfactory, any equipment found not properly maintained, or any repair or extra work found necessary by the City shall be reported to the Contractor. Upon receipt of such a report, the Contractor shall immediately make the necessary corrections and perform any work necessary to bring the system up to the prescribed standard. The Contractor shall submit a report to the City indicating that the work covered by the City's request has been completed giving the date of completion and a brief statement of the work accomplished.
- F. Priority and performance of the routine work on the system shall be at the discretion of the Contractor unless otherwise directed by the City.
- G. Immediate response shall be made by the Contractor to service any equipment of any system which may be reported or discovered by the Contractor as inoperative or operating improperly.
- H. The contractor shall act in the best interest of the City in the selection of material and equipment which has been authorized for purchase by the City.
- I. The Contractor shall submit to the City an annual Condition Report which contains the following information:
  - a. The general condition of the traffic controllers and other equipment comprising each system or any part thereof.
  - b. Any major breakdowns or individual pieces of equipment due to mechanical or electrical failure.
  - c. Any major repairs to any equipment and the reason for repairs.
  - d. A recommendation for any major repairs to equipment that the Contractor deems necessary for proper maintenance.
- J. The Contractor shall erect barricades, signs, cones, flags, and lights as may be required by the *City of Phoenix -Traffic Barricade Manual*, latest edition to protect its workers and the motoring public when repairs are being performed on or near the roadway or when the controller will be disconnected.

- K. The Contractor shall promptly report to the City any unauthorized construction or repair work being done by others upon City owned equipment being maintained by the Contractor. The Contractor shall also report any construction or repair work in progress which work may endanger the equipment or the system.
- L. The Contractor shall promptly notify the City of the disablement of any piece of equipment on any system due to an accident or other cause such as damaged cable, broken parts, or other difficulties when such pieces of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
- M. The Contractor shall make all necessary service calls when requested by the City to install or supervise the installation by others of additional or auxiliary equipment to any of the City systems or whenever necessary to locate cables or utility lines to prevent damage by any proposed construction at no additional cost to the City.

#### MATERIAL, LABOR, AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR

All workmanship, equipment, materials, miscellaneous items, and component parts incorporated in the work covered by this contract are to be of the best grade of the respective kinds for the purpose. Where equipment, materials, miscellaneous items, or component parts are referred to in the Specifications as "equal to" any particular standard, the City will decide the question of equality. The Contractor shall furnish to the City, for its approval, the name of the manufacturer of machinery, mechanical or other equipment which the Contractor contemplates incorporating in the work, and when requested by the City, the capacities and other pertinent information including samples. Machinery, equipment, materials, miscellaneous items, and components installed or used without such approval shall be at the risk of subsequent rejection.

- a. The Contractor shall furnish all transportation, equipment, and materials for maintenance at his own expense, except as specified in Extra Work.
- b. The Contractor shall furnish all necessary testing instruments for making tests and diagnosing the systems or equipment at his own expense.
- c. All locks shall be kept in proper working order at all times. Whenever it is necessary to change, replace, or add new locks to any part of the system for cause whatsoever, the Contractor shall assume cost of such new locks and keys. Whenever a lock or the tumblers are changed, the Contractor shall furnish the City with keys at his own expense.
- d. The Contractor shall furnish at his own expense, except as specified in Extra Work, a sufficient number of qualified employees who are experienced in the various technical and mechanical fields associated with the specialized equipment at all times to maintain the respective systems adequately.

- e. The Contractor shall maintain adequate storage and shop repair facilities to perform this Contract, including a reasonable stock of spare parts and equipment.

#### MATERIAL AND EQUIPMENT FURNISHED BY THE CITY OF EL MIRAGE

1. The City may supply the Contractor during any time of the Contract period with its own usable parts, materials and equipment from its own stock or the salvage material procured from the removal of existing systems.
2. All parts, materials and equipment furnished to the Contractor shall be transported by him at his sole expense, to his warehouse, shops or sites, where such materials and equipment are to be stored, repaired or used. Upon receipt of such parts, materials, and equipment, the Contractor shall acknowledge receipt thereof on forms furnished by the City.
3. The parts, materials, and equipment furnished by the City and stored by the Contractor shall constitute the City of El Mirage Inventory or Parts and Material as used herein.
4. The City shall have the right to visit storage facilities and shops at any time for the purpose of examining the inventory of City-owned parts and equipment. The Contractor shall comply with any instructions given by the City relating to the care, storage and marking of City-owned parts and equipment for identification purposes.
5. At the termination of the Contract, the complete stock shall be delivered by the Contractor to the City at locations designated by the City with all items replaced or accounted for. The Contractor shall also be solely responsible for any replacements required due to loss, theft, burglary, damage or destruction from any cause whatsoever, of any and all such parts, material and equipment.
6. Nothing herein shall be construed as obligating the City to furnish any parts, materials or equipment

#### MAINTENANCE REQUIREMENTS

1. Ensure all existing traffic signal equipment is in good repair and in compliance with applicable codes and standards.
2. Replace burned out lamps or damaged sockets as may be required (all replacements shall be with LED lamps). The reflector and lens shall be cleaned each time a lamp is replaced.
3. Clean, repair, test, and overhaul specified traffic signal equipment at stated intervals of time.

4. Maintain existing vehicle loop detectors, video detectors, pedestrian detection, emergency vehicle preemption, controllers, cabinets, conflict monitors, load switches, and luminaires.
5. Maintain signal heads, brackets, poles, arms, video detectors, preemptions, control boxes, cabinets and any other above-ground equipment as required to prevent corrosion and to maintain good appearance of the equipment.
6. Inspect each signal location monthly including the controllers, relays, detectors, and any other equipment to ascertain they are functioning properly and make all necessary repairs and replacements. A report of the inspections shall be submitted to the City on a monthly basis.
7. Make permanent repairs to damaged equipment.
8. Clean signal controller cabinets and components and keep them in a neat and workmanlike condition at all times.
9. Check critical controller settings (i.e., amber time) with a stopwatch to insure adequate operation.
10. Maintain proper timing of the controls and detectors as directed.
11. Replace burned out fuses, whether external or internal to specific signal control equipment.
12. Check signal heads, signal poles and associated hardware for damage and make repairs as necessary.
13. Clean reflectors, lenses, & lamps once every six months. Wash heads, posts & control cabinets at least once per year.
14. Keep signal heads, posts, control cabinets, video detectors, & foundations in alignment & tightly connected at all times.
15. Maintain all inspection plates (hand holes) for traffic signals at all times and replace missing ones from any cause.
16. Maintain emergency vehicle preemption equipment to insure proper operation
17. Check all field wiring for inadequacies (i.e., proper grounding etc.).
18. Detector loops and cable failures that are not caused by bad pavement or deteriorated cable will be repaired under the Contract at the Contractors expense.
19. The Contractor shall have adequate inventory of the controllers to be used at particular intersections in case of failure or overhauling the controllers. The temporary controllers are to match existing sequence and detection.
20. The Contractor shall not rent any equipment such as controllers, high lift vehicles, other equipment, and shall have adequate facilities to use its own equipment at all times.

21. Provide locations (Blue Stake) for other utilities or contractors as required. The City will contact the Contractor when a Blue Stake for Traffic Signals is requested.
22. Return all damaged, worn out, and obsolete City owned equipment to the City, if requested; otherwise it shall be disposed of by the Contractor at his expense.

#### EXTRA WORK SPECIFICATIONS

Whenever any major equipment in any system is damaged or has deteriorated as a result of causes other than the negligence of the Contractor or his agents so as to require repairs to or replacement of such equipment, except as hereinafter provided, or whenever the City of El Mirage deems it necessary to make changes in existing equipment, the City shall authorize the Contractor to make the necessary repairs or changes or authorize the repairs by others under the supervision of the Contractor. Such repairs shall be in accordance with these Specifications, except that the City reserves the right to advertise for competitive bids to effect major repairs or changes on any system.

- a. Any extra work shall be done under the direction of the City and shall conform to the Cities requirements.
- b. Authorization of extra work shall be given by the City in writing.
- c. Contractor shall prepare and submit a quote for the work using the labor, equipment and material rates contained within the contract. Claims for extra work which have not been authorized by the City shall be rejected.
- d. The Contractor shall furnish to the City itemized statements of the cost of all extra work, which shall include a true copy of the payroll and the original receipted bills for the materials used and any freight charges paid on same. Where materials used are not specifically purchased for use on extra work but are taken from the Contractor's stock, the Contractor may submit an affidavit of the quality, price and any freight on such materials in lieu of certified copies of original bills and invoices. This affidavit must be approved by the City.
- e. The City of El Mirage reserves the right to furnish any materials or parts for extra work, in which case no charge for items so furnished shall be made by the Contractor. Materials or parts furnished by the City of El Mirage may be from the Cities inventory of parts and materials.
- f. When the Contractor is authorized to furnish both materials and labor, at the direction of the City, as expediency, parts may be taken from the Cities inventory of parts and materials. The Contractor shall then either replace the items used or shall give the credit for all materials used for extra work from the inventory showing the entire cost of each item.
- g. A non-working foreman shall not be employed on extra work unless there are more than three men employed at any one time, place and job.

- h. For portions of extra work performed by a subcontractor, the Contractor shall submit to the City in writing the name of the subcontractor he intends to utilize and the subcontractor's cost prior to performance of said work. The City reserves the right to reject or approve said subcontractor before the work is performed.

**The Scope of EXTRA WORK is as follows:**

- a. Repair and/or replacement of major equipment including controllers, detectors, posts, and mast are poles and assembly signal heads, pedestrian heads, foundations, hand holes and cabinets.
- b. Repair and/or replacement of damaged conduit and damaged or grounded wiring extending beyond the post.
- c. Relocation of posts or other fixed equipment. The Contractor shall prepare an "as built" drawing showing such new locations and furnish same to the City.
- d. Installation and removal of temporary traffic signals.

**TIMING SETTINGS FOR TRAFFIC CONTROL SIGNALS AND TIME CLOCK SETTINGS**

- A. The Contractor shall make no changes in the timing and setting for the traffic control signal systems unless authorized to do so by the City or by Engineers of other public agencies responsible for such settings.
- B. Whenever the City has the occasion to make investigations relative to traffic and finds that conditions warrant the changing in timing on the traffic control system, on the time clocks, or any other system which may be on a meter rate, the City shall have the right to do so and will inform the Contractor of such changes within a reasonable time. The Contractor shall keep timing settings in accordance with the Cities instructions at all times.
- C. The Contractor shall initiate and maintain a written record of all controller or time clock settings. Whenever such a setting is changed, as authorized herein, the Contractor shall prepare a record of such changes. One copy shall be kept in the control cabinet.

#### SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

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**SIGNATURE**

J. Crystal Dyches

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**FULL NAME**

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**DATE SIGNED**

City Manager

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**TITLE**

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**SIGNATURE**

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**FULL NAME**

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**DATE SIGNED**

City Attorney

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**TITLE**

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**SIGNATURE**

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**FULL NAME**

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**DATE SIGNED**

Contractor

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**TITLE**

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**SIGNATURE**

Jill A. Boltz

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**FULL NAME**

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**DATE SIGNED**

City Clerk

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**TITLE**