

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.**

THIS AMENDMENT NO. 1 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Cal-West Lighting & Signal Maintenance, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into an Agreement with County on November 5, 2014 (hereinafter, "Agreement") to provide traffic signal and lighting maintenance repair services (hereinafter, "services") through November 5, 2017 for an amount not to exceed \$60,380; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time is necessary; and

WHEREAS, due to the increased maintenance needs for signals resulting from the 2017 winter storms additional funding is necessary and Exhibit B, Bid Sheet/Pricing, of the Agreement requires an update; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to November 5, 2018, to increase the amount by \$39,620 for a total amount not to exceed \$100,000, and to update Exhibit B, Bid Sheet/Pricing, to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 1.1 of Section 1.0, "Performance of the Agreement", to delete "Exhibit B, Bid Sheet/Pricing" and to add "Exhibit B-1, Revised Bid Sheet/Pricing".
2. In all places within the Agreement, any reference to "Exhibit B, Bid Sheet/Pricing" is hereby replaced with "Exhibit B-1, Revised Bid Sheet/Pricing".

3. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term of this AGREEMENT is from November 5, 2014 to November 5, 2018, with the option to extend the AGREEMENT for one (1) additional one (1) year period.

4. Amend the second sentence of Paragraph 4.1 of Section 4.0, "Compensation and Payments", to read as follows:

The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$100,000.

5. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", of the AGREEMENT. All invoices shall reference Multi-Year Agreement (MYA) number MYA 3000*1461, Project Name and associated Delivery Order number and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this AGREEMENT shall be directed to the RMA – Finance Division at (831) 755-4800.

6. Amend Paragraph 5.2 of Section 5.0, "Invoices and Purchase Orders", to delete the first and second sentences.
7. Amend the County's contact information under Paragraph 25.1 of Section 25.0, "Notices", to read as follows:

TO COUNTY:

Mohammad Qureshi, Ph.D., P.E., T.E.

Traffic Engineer

County of Monterey

Resource Management Agency – Public Works and Facilities

1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

Phone: (831) 796-3009

Fax: (831) 755-4958

Email: qureshim@co.monterey.ca.us

8. All other terms and conditions of the Agreement remain unchanged and in full force.
9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____

Contracts/Purchasing Officer

Date: _____

Cal-West Lighting & Signal Maintenance, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

Craig H. Geis, Jr. - President

(Print Name and Title)

Date: _____

June 20, 2017

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: _____

Frank A. Garcia - Treasurer

(Print Name and Title)

Date: _____

June 20, 2017

**Approved as to Form and Legality
Office of the County Counsel**

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____

Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____

Contracts/Purchasing Officer

Date: _____

Cal-West Lighting & Signal Maintenance, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: Craig H. Geis, Jr. - President

(Print Name and Title)

Date: June 20, 2017

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Frank A. Garcia - Treasurer

(Print Name and Title)

Date: June 20, 2017

**Approved as to Form and Legality
Office of the County Counsel**

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: 7-17

Approved as to Indemnity and Insurance Provisions

By: _____

Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 7/10/17

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: July 7, 2017

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

CONTRACTOR*

Cal-West Lighting & Signal Maintenance, Inc.
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Craig H. Geis, Jr. - President
(Print Name and Title)

Date: June 20, 2017

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Frank A. Garcia - Treasurer
(Print Name and Title)

Date: June 20, 2017

EXHIBIT B-1: REVISED BID SHEET/PRICING

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
1	TRAFFIC SIGNAL PREVENTIVE MAINTENANCE	EACH TRAFFIC SIGNAL LOCATION PER MONTH	497	\$50.00	\$24,850.00
2	EXTRAORDINARY MAINTENANCE, STRAIGHT, LEAD SIGNAL TECHNICIAN (Inside Wireman)	PER HOUR	83	\$85.00	\$7,055.00
3	EXTRAORDINARY MAINTENANCE, STRAIGHT TIME, SIGNAL TECHNICIAN (Inside Wireman)	PER HOUR	149	\$85.00	\$12,665.00
4	EXTRAORDINARY MAINTENANCE, STRAIGHT LABORER	PER HOUR	149	\$50.00	\$7,450.00
5	EXTRAORDINARY MAINTENANCE, OVERTIME, LEAD SIGNAL TECHNICIAN (Inside Wireman)	PER HOUR	25	\$150.00	\$3,750.00
6	EXTRAORDINARY MAINTENANCE, OVERTIME, SIGNAL TECHNICIAN (Inside Wireman)	PER HOUR	50	\$150.00	\$7,500.00
7	EXTRAORDINARY MAINTENANCE,, OVERTIME, LABORER	PER HOUR	17	\$80.00	\$1,360.00
8	EXTRAORDINARY MAINTENANCE, STRAIGHT, INDUCTIVE LOOP INSTALLER	PER HOUR	20	\$50.00	\$1,000.00
9	SERVICE TRUCK, BUCKET	PER HOUR	265	\$15.00	\$3,975.00
10	CRANE TRUCK	PER HOUR	20	\$15.00	\$300.00
11	AIR COMPRESSOR	PER HOUR	20	No Charge	No Charge
12	CONCRETE SAW	PER HOUR	20	No Charge	No Charge
13	MATERIAL COST	COST + MARKUP	0	\$28,045.00	\$28,045.00
14	CONFLICT MONITOR TESTING	EACH LOCATION	41	\$50.00	\$2,050.00
				TOTAL BID	\$100,000.00



280706

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Construction & Real Estate Practice
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408
959 Skyway Road
San Carlos, CA 94070

CONTACT NAME:
PHONE (A/C No. Ext):
E-MAIL ADDRESS: CertRequests@wellsfargo.com
FAX (A/C No): (866) 358-1487

INSURED
Cal-West Lighting & Signal Maintenance
PO Box 612035

San Jose CA 95161

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Insurance Co	16635
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 10955630**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X	GLA931895805	10/1/2016	10/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/PROP AGG</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/PROP AGG	\$ 2,000,000
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PERSONAL & ADV INJURY	\$ 1,000,000																	
GENERAL AGGREGATE	\$ 2,000,000																	
PRODUCTS - COM/PROP AGG	\$ 2,000,000																	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	GLA931895805	10/1/2016	10/1/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$								
EACH OCCURRENCE	\$																	
AGGREGATE	\$																	
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC931895805	10/1/2016	10/1/2017	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
☒ PER STATUTE ☐ OTHER																		
E.L. EACH ACCIDENT	\$ 1,000,000																	
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																	
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CA20481013,U-GL-1175-F CW (04/13) The County of Monterey, its Officers, Agents and Employees is named as additional Insured as respects general liability and automobile liability per endorsements attached.

CERTIFICATE HOLDER

County of Monterey
Contracts/Purchasing Dept.
168 W. Alisal St., 3rd Floor
Salinas, CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

