

Attachment B

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COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CALIFORNIA 93901-4527
(831) 796-3009

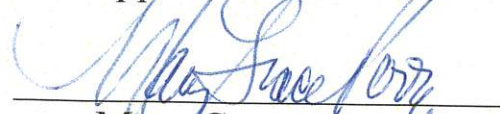
REQUEST FOR PROPOSALS (RFP) #10680

For
**Traffic Signal & Lighting Maintenance Repair Services
2019**

Proposals are due by 12:00 pm (PST) on Thursday, October 10, 2019

All proposals are to be delivered to the
Resource Management Agency Reception Desk, located at
1441 Schilling Place, South Building, 2nd Floor
Salinas, CA 93901-4527

3-17-13
Approved as to form



Mary Grace Perry
Deputy County Counsel

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EXHIBITS/ATTACHMENTS

EXHIBIT A: SCOPE OF SERVICES

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ATTACHMENT B: TRAFFIC SIGNAL & LIGHTING MAINTENANCE LOCATIONS

ATTACHMENT C: PERSONNEL QUALIFICATION STATEMENT

ATTACHMENT D: REFERENCES

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ATTACHMENT F: COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM.....

**ATTACHMENT G: CONTRACTOR'S ACKNOWLEDGEMENT OF COMPLIANCE WITH
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1.0 INTENT

- 1.1 It is the intent of this Request for Proposals (RFP) to solicit proposals from qualified CONTRACTOR(s) to provide a full range of traffic signal & lighting maintenance repair services for various locations within Monterey County (see Attachment B – Traffic Signal & Lighting Maintenance Locations).
- 1.2 This solicitation is intended for an exclusive Professional Services Agreement (AGREEMENT).

2.0 LICENSING/SECURITY REQUIREMENTS

- 2.1 CONTRACTOR(s) are required to ensure that all services, costs, and materials must, at minimum, meet the specifications for the State of California and California Occupational Safety & Health Administration (CAL/OSHA) regulations, as applicable.
- 2.2 CONTRACTOR(s) are to ensure that the insurance and required licenses under both State and local jurisdictions are current during the full term of the AGREEMENT.

3.0 BACKGROUND

- 3.1 The County of Monterey (COUNTY) is located on the Central Coast of California, approximately 120 miles south of San Francisco. The COUNTY is approximately 3,350 square miles. There are approximately twenty-nine (29) traffic signal locations which require service and various other types of electronic devices used in traffic safety.
- 3.2 RFP #10680 will establish a full range of traffic signal & lighting maintenance repair services for various locations within Monterey County. The COUNTY seeks CONTRACTOR(s) who will abide by all local, State, and Federal regulations and who are also capable of providing all labor, materials, tools, equipment and supervision, in the course of providing traffic signal and lighting maintenance repair services.

4.0 CALENDAR OF EVENTS

- | | | |
|-----|---|------------------------------------|
| 4.1 | Issue RFP | September 19, 2019 |
| 4.2 | Deadline for Written Questions | 5:00 p.m., PST, September 26, 2019 |
| 4.3 | Estimated Response to Questions | 5:00 p.m., PST, October 3, 2019 |
| 4.4 | Proposal Submittal Deadline | 12:00 p.m., PST, October 10, 2019 |
| 4.5 | Estimated Notification of Selection | October 15, 2019 |
| 4.6 | Estimated Board of Supervisors
Approval of AGREEMENT | November 5, 2019 |
| 4.7 | Estimated AGREEMENT Date | November 5, 2019 |

This schedule is subject to change as necessary

- 4.8 **FUTURE ADDENDA**: CONTRACTOR(s), who received notification of this solicitation by means other than through a COUNTY mailing, shall contact the person designated in the COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT HE/SHE/IT RECEIVES ANY AND ALL ADDENDA FOR THIS RFP** by either informing the COUNTY of their mailing information or by regularly checking the COUNTY's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

5.0 COUNTY POINT OF CONTACT

- 5.1 Questions and correspondence regarding this solicitation shall be directed to COUNTY primary contact:

RFP #10680 Processing Coordinator
County of Monterey, Resource Management Agency
ATTN: Karina Bokanovich
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Phone: (831) 796-3009
Email: bokanovichkt@co.monterey.ca.us

- 5.2 All questions regarding this solicitation shall be submitted in writing (e-mail is acceptable and preferable). Questions will be researched, and the answers will be posted on COUNTY Solicitation Center webpage by 5:00 p.m., PST, October 3, 2019.
- 5.3 The deadline for submitting written questions regarding this solicitation is indicated in the CALENDAR OF EVENTS herein. Questions submitted after the deadline will not be

answered.

- 5.4 The questions will be researched, and the answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.
- 5.5 Only answers to questions communicated by formal written addenda will be binding.
- 5.6 Prospective CONTRACTOR(s) shall not contact COUNTY officers or employees with questions or suggestions regarding this solicitation except through the primary point of contact listed above or designated Project Manager. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

6.0 SCOPE OF SERVICES

- 6.1 The SCOPE OF SERVICES includes in general, the full range of Traffic Signal & Lighting Maintenance Repair Services. The SCOPE OF SERVICES is included in Exhibit A, Scope of Services, of this RFP and incorporated by this reference.

7.0 TRAFFIC SIGNAL & LIGHTING MAINTENANCE REPAIR SERVICES DETAILS

- 7.1 The TRAFFIC SIGNAL & LIGHTING MAINTENANCE REPAIR SERVICES DETAILS are included in Exhibit A, Scope of Services, of this RFP.

8.0 PAYMENT AND COMPENSATION

- 8.1 CONTRACTOR shall be compensated as described herein and in Paragraphs 8.2 through 8.4. Invoicing must be processed as follows:
- 8.2 CONTRACTOR must submit single monthly invoices covering all services.
- 8.3 COUNTY may at its sole option request and approve a written lump sum quotation for specific detailed extraordinary work to be performed by CONTRACTOR.
- 8.4 Invoicing by CONTRACTOR will clearly itemize but is not limited to the following:
 - COUNTY Department receiving services;
 - Delivery Order number under which the invoice is to be charged;
 - Multi-Year Agreement (MYA) number;
 - Services provided; and
 - Dates of services.

9.0 PROPOSAL PACKAGE REQUIREMENTS

9.1 CONTENT AND LAYOUT:

CONTRACTOR(s) should provide the information as requested and as applicable to the proposed services. The proposal package must be organized as per the table below; headings and section numbering utilized in the proposal package must be the same as those identified in the table. Proposal packages must include at a minimum, but not limited to,

the following information in the format indicated. Each attachment must be clearly labeled in the upper right corner as “RFP #10680 Attachment ___”.

<u>Proposal Package Layout</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT AND FIRM INFORMATION)
	SIGNED RFP SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	LICENSING
	WORK PLAN
	REFERENCES
	EXPERIENCE AND QUALIFICATIONS STATEMENT
	PERSONNEL QUALIFICATIONS STATEMENT
	CLIMATE-FRIENDLY BUSINESS PRACTICES
	GREEN CERTIFIED BUSINESS
Section 3	LOCAL PREFERENCE
	PRICING
	WARRANTY
	INSURANCE DOCUMENTATION

9.1.1 Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

Contact Information: List the name, address, telephone number, fax number, and email of CONTRACTOR(s)’s primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization [e.g. corporation, partnership, including joint venture teams and SUBCONTRACTOR(s)] and how many years it has been in existence.

Signed RFP Signature Page: Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

Receipt of Signed Addenda: If any addenda are issued, proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

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9.1.2 Section 2 Requirements:

Licensing: CONTRACTOR(s) must acknowledge in writing that it meets all

licensing requirements as set forth in this RFP and Exhibit A, Scope of Services, which is incorporated by this reference. (Refer to Attachment C and Attachment E)

Work Plan

Understanding: CONTRACTOR(s) must include in this section their understanding of the Project, the requirements of the RFP, and understanding of the Scope of Services noted herein.

Approach:

CONTRACTOR(s) must include in this section its approach to providing the items of work noted in Exhibit A, Scope of Services and this RFP. The approach to the work plan shall be of such detail to demonstrate the CONTRACTOR's ability to accomplish the Project objectives. In this section, the CONTRACTOR(s) are to include:

- Innovative and successful approaches
- Quality control measures
- Strategy, phasing and process of performing the work
- CONTRACTOR(s) are encouraged to propose enhancements or procedural or technical innovations to the Scope of Services that do not materially deviate from the objectives or required content of the project

Project Controls:

Describe the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.

Quality Assurance/Quality Control (QA/QC):

Describe the firm's QA/QC processes that will be adhered to during the term of this AGREEMENT. Describe the CONTRACTOR's method of ensuring that the personnel's quality of work is high.

References

(Refer to Attachment D)

Experience and Qualification Statement

(Refer to Attachment E)

Personnel Qualification Statement

(Refer to Attachment C)

Climate-Friendly Business Practices

(Refer to Section 11.0, Selection Criteria, of this RFP)

Green Certified Business

(Refer to Section 11.0, Selection Criteria, of this RFP)

Local Preference

(Refer to Attachment F, County of Monterey Local Business Declaration Form and Section 11.0, Selection Criteria, of this RFP)

9.1.3 Section 3 Requirements:

Pricing: CONTRACTOR(s) must complete and submit pricing as per **Exhibit B, Bid Sheet/Hourly Rate Schedule for the provision of services outlined within this RFP** attached hereto and incorporated by this reference. Proposals should include any early discounts and/or incentives offered.

Warranty: CONTRACTOR(s) must specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR must promptly remedy all defects without cost to the COUNTY that may appear within this period. CONTRACTOR must also specify if an extended warranty is available and submit the extended warranty term period and associated cost.

Insurance: CONTRACTOR(s) must provide insurance documentation to meet County requirements (Refer to Attachment G, Contractor's Acknowledgement of Compliance with Insurance Requirements for the Agreement, and Section 19.0, Insurance Requirements, of this RFP)

10.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

10.1 Submittal Identification and Additional Requirements:

ALL SUBMITTALS MAILED OR DELIVERED CONTAINING A PROPOSAL MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER OF THE ENVELOPE/CONTAINER: THE SOLICITATION NUMBER RFP #10680 and CONTRACTOR'S COMPANY NAME. CONTRACTOR MUST SUBMIT SIX (6) SETS OF THE PROPOSAL PACKAGE (ONE (1) ORIGINAL PROPOSAL MARKED "ORIGINAL" PLUS FIVE (5) COPIES) IN RESPONSE TO THIS SOLICITATION. EACH COPY MUST INCLUDE A COVER INDICATING THE COMPANY NAME SUBMITTING, AND A REFERENCE TO RFP #10680". EACH ORIGINAL/COPY OF THE PROPOSAL SHOULD ALSO CONTAIN A COMPLETED COPY OF EXHIBIT B, BID SHEET/HOURLY RATE SCHEDULE AND ATTACHMENT J, EQUIPMENT REPLACEMENT COST ESTIMATE. ONE (1) ELECTRONIC VERSION OF THE ENTIRE PROPOSAL PACKAGE MUST ALSO BE SUBMITTED ON A CD, DVD, OR USB MEMORY STICK WITH PDF FILES OF SUBMITTAL MATERIALS.

10.2 Mailing Address: Proposal packages shall be mailed to COUNTY at the mailing address indicated on RFP #10680 Front Cover Page to the attention of RFP #10680 Project Manager.

10.3 Due Date: Proposal packages must be received by COUNTY ON OR BEFORE the time and date specified in the solicitation. It is the sole responsibility of the CONTRACTOR(s) to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposal packages received after the deadline shall be rejected and returned unopened.

10.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination.

Charges for transportation, containers, packaging and other related shipping costs shall be borne by the sender.

- 10.5 Acceptance: Proposal packages are subject to acceptance at any time within ninety (90) days after opening. COUNTY reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR's ability to perform the work adequately as specified.
- 10.6 Ownership: All submittals in response to this solicitation become the property of the COUNTY.
- 10.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 10.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the CAL-OSHA Act of 1973.
- 10.9 Proposal packages must be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

Reproductions of the Monterey County Seal must not be used in any documents submitted in response to this solicitation.

CONTRACTOR must not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

- 10.10 Confidential or Proprietary Content: Any page of the proposal package that is deemed by CONTRACTOR(s) to be a trade secret by the CONTRACTOR(s) must be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page.

11.0 SELECTION CRITERIA

- 11.1 The selection of CONTRACTOR and subsequent contract award will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal package. CONTRACTOR(s) should submit information sufficient for the COUNTY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- 11.2 AGREEMENT award will not be based on cost alone.
- 11.3 The award resulting from this RFP will be made to the CONTRACTOR that submits a response that, in the sole opinion of COUNTY, best serves the overall interest of COUNTY.
- 11.4 The CONTRACTOR selected will be required to execute the services included in Exhibit A, Scope of Services, which is attached and incorporated by this reference.
- 11.5 The award made from this RFP may be subject to approval by the COUNTY Board of Supervisors.

The selection criteria include, but are not limited to the following:

CRITERIA	Scoring Criteria
Proposal Package Content includes:	Pass/Fail
Cover letter including Contact and Firm Information	
General Firm Information	
Signed RFP (Signature Page)	
Signed Addenda: (if any addenda for this solicitation)	
Exhibit B - Bid Sheet/Hourly Rate Schedule	
Licensing/Security requirements	
Insurance documentation to meet COUNTY requirements	
Attachment J: Equipment Replacement Cost Estimate	
Proposed Team Qualifications and Resume	Points
Work Plan (0-20 pts)	
References (0-5 pts)	
Experience and Qualifications Statement (0-10 pts)	
Personnel qualification statement (0-10 pts)	
Climate-Friendly Business Practices which facilitate COUNTY's compliance with "Climate-Friendly Purchasing Policy" (0-10 pts)	
Green Certified Businesses (0-10 pts)	
Local Preference (0-5 pts)	

Sub-total (70 Points Possible)	
Proposed Pricing	Points
Exhibit B - Bid Sheet/Hourly Rate Schedule (0-30 pts)	
Grand Total (100 Points Possible)	

NOTE: Per the Board of Supervisors’ approved Climate-Friendly Purchasing Policy, the COUNTY Contracts/Purchasing office will include in the selection criteria “Climate-Friendly Business Practices” which facilitate COUNTY’s compliance with “Climate-Friendly Purchasing Policy”. Points will be awarded for Climate-Friendly Business practices and Green Certified Businesses outlined in CONTRACTOR(s) proposal which correlate with COUNTY’s policy.

Climate-Friendly Purchasing Policy can be located at the following URL:
www.co.monterey.ca.us/home/showdocument?id=22305

Green Business Certification program can be located at the following URL:
<https://www.co.monterey.ca.us/government/departments-a-h/health/environmental-health/recycling/business-waste-diversion/green-business-certification>

Local Preference Policy can be located at the following URL:
<https://www.co.monterey.ca.us/home/showdocument?id=22313>

12.0 PREFERENCE FOR LOCAL CONTRACTOR

12.1 PREFERENCE FOR LOCAL CONTRACTORS

Local Preference Policy: COUNTY desires, whenever possible, to contract with qualified Local Vendors to provide goods and services to COUNTY. A five percent (5%) preference will be applied to the scoring evaluation for a firm that qualifies as a Local Vendor.

A Local Vendor is defined as: Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within Monterey County, Santa Cruz County, or San Benito County (the “Area”). Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties; and

Vendor employs at least one (1) full time employee within the Area, or if the business has no employees, the business must be at least fifty percent (50%) owned by one (1) or more person(s) whose primary residence(s) is/are located within the Area; and

Vendor’s business must have been in existence, in Vendor’s name, within the Area for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications to COUNTY; and

Newly established businesses which are owned by an individual or individuals formerly employed by a Local Vendor for at least two (2) years also qualify for the preference; and

If applicable, vendor must possess a valid resale license from the State Franchise Tax Board

showing vendor's local address within the Area and evidencing that payment of the local share of the sales tax goes to either a city within the Area or to one of the three (3) counties within the defined Area.

A firm seeking to be recognized as a Local Vendor for purposes of this procurement must register as a local vendor with COUNTY via the Vendor Registration Link: Vendor Self Service (VSS) located at:

<https://vendor-center.co.monterey.ca.us/webapp/VSSPROD01/AltSelfService> and submit the Local Business Declaration Form with their proposal (See Attachment F, County of Monterey Local Business Declaration Form, which is incorporated by this reference; See also, <https://www.co.monterey.ca.us/home/showdocument?id=22311>).

13.0 CONTRACT AWARD

- 13.1 No Guaranteed Value: COUNTY does not guarantee a minimum or maximum dollar value for any AGREEMENT resulting from this solicitation.
- 13.2 Board of Supervisors: The award made from this solicitation may be subject to approval by COUNTY Board of Supervisors.
- 13.3 Interview: COUNTY reserves the right to interview selected CONTRACTOR(s) before an AGREEMENT is awarded. The costs of attending any interview are CONTRACTOR's responsibility.
- 13.4 Incurred Costs: COUNTY is not liable for any cost incurred by CONTRACTOR(s) in response to this solicitation.
- 13.5 Notification: All CONTRACTOR(s) who have submitted a proposal package will be notified of the final decision as soon as it has been determined.
- 13.6 In COUNTY's Best Interest: The award resulting from this solicitation will be made to CONTRACTOR that submits a response that, in the sole opinion of COUNTY, best serves the overall interest of COUNTY.

14.0 SEQUENTIAL CONTRACT NEGOTIATION

- 14.1 COUNTY will pursue contract negotiations with CONTRACTOR who submits the best proposal package or is deemed the most qualified in the sole opinion of COUNTY, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either COUNTY or CONTRACTOR, COUNTY may pursue contract negotiations with the entity that submitted a proposal package which COUNTY deems to be the next best qualified to provide the services, or COUNTY may issue a new solicitation or take any other action which it deems to be in its best interest.

15.0 AGREEMENT TERMS AND CONDITIONS

- 15.1 The term of the AGREEMENT will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year period(s).

- 15.2 The AGREEMENT shall contain a clause that provides that COUNTY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 15.3 If this RFP includes options for renewal or extensions, CONTRACTOR must commence negotiations for rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT. Both parties shall agree upon rate extensions or changes in writing. COUNTY does not have to give a reason if it elects not to renew.
- 15.4 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with COUNTY for the provision of the requested service. The AGREEMENT shall be written by COUNTY in a standard format approved by the Office of the County Counsel-Risk Management, substantially similar to the “SAMPLE PROFESSIONAL SERVICES AGREEMENT” provided as Attachment A, Sample Professional Services Agreement, which is incorporated by this reference. Submission of a signed proposal package and the RFP SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the AGREEMENT. COUNTY may but is not required to consider including language from CONTRACTOR’s proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS SUBMITTAL of CONTRACTOR’s proposal.

16.0 COLLUSION

- 16.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

17.0 RIGHTS TO PERTINENT MATERIALS

- 17.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR(s) that are submitted as part of the submittal will become the property of COUNTY when received by COUNTY and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. COUNTY will not disclose proprietary information to the Public, unless required by law; however, COUNTY cannot guarantee that such information will be held confidential.

18.0 INDEMNIFICATION

- 18.1 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of

California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

18.2 Indemnification for Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by the COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

18.3 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

19.0 INSURANCE REQUIREMENTS

19.1 Evidence of Coverage: Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY's Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such insurance has been approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

19.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY's Purchasing Manager.

19.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify,

CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to COUNTY approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to COUNTY approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to COUNTY approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this AGREEMENT.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to COUNTY approval.)

19.4 Other Requirements: All insurance required by this AGREEMENT shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this

AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this AGREEMENT by COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles COUNTY, at its sole discretion, to terminate this AGREEMENT immediately.

20.0 PREVAILING WAGE

20.1 Under Labor Code section 1720 et seq., a contract for Traffic Signal & Lighting Maintenance Repair Services may be considered a public work. If applicable, CONTRACTOR must comply with provisions of the Labor Code (section 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the State of California Department of Industrial Relations Director's General

Prevailing Wage Determinations regarding the general prevailing rate of per diem wages are available to interested parties at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

21.0 PIGGYBACK CLAUSE

21.1 CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits:

Yes No

CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting AGREEMENT shall be between CONTRACTOR and the other public agencies and COUNTY shall bear no responsibility or liability for any agreements between CONTRACTOR and any other public agencies.

SIGNATURE PAGE

COUNTY OF MONTEREY	RFP # 10680
RESOURCE MANAGEMENT AGENCY	ISSUE DATE: September 19, 2019



RFP TITLE: Traffic Signal & Lighting Maintenance Repair Services

PROPOSALS ARE DUE AT THE RESOURCE MANAGEMENT AGENCY
BY 12:00 P.M., LOCAL TIME, ON **October 10, 2019**

MAILING ADDRESS:

COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
1441 Schilling Place, South
2nd Floor
SALINAS, CA 93901-4527

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO:

Karina Bokanovich, bokanovichkt@co.monterey.ca.us

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:

- Proposal Package (as required by this RFP) – one (1) original plus five (5) copies
- Bid Sheet/Hourly Rate Schedule (Exhibit B) – included in each proposal

ALL REQUIRED CONTENT AS DEFINED PER SECTION 9.0, Proposal Package Requirements

This Signature Page must be included with your submittal in order to validate your Proposal Package.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL PACKAGE.

I hereby agree to furnish the articles and/or services stipulated in my Proposal Package at the price quoted, subject to the instructions and conditions in the Request for Proposals. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Proposal Package.

Company Name: _____ Date: _____

Signature: _____ Printed Name/Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

EXHIBIT A – SCOPE OF SERVICES

The SCOPE OF SERVICES includes but is not limited to the following:

CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his/her/its own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with his/her/its organization.

The work to be done consists, in general, of preventive maintenance and extraordinary maintenance and repair of traffic signal and lighting systems.

CONTRACTOR must hold a current C-10 License issued by the California Contractors State Licensing Board.

CONTRACTOR must possess all the equipment and qualified personnel necessary for the testing and certification of new controller assemblies except for environmental testing.

TRAFFIC SIGNAL & LIGHTING MAINTENANCE REPAIR DETAILS

A: GENERAL:

OBSTRUCTIONS:

CONTRACTOR must contact Underground Service Alert (U.S.A.) toll free at 1-800-642-2444 prior to performing any excavation work under this RFP. Utility locations must be identified, and field marked before any excavating is done by CONTRACTOR.

CONSTRUCTION AREA SIGNS:

Construction area signs must be furnished, installed, maintained, and removed when no longer required. Full compensation for providing construction area signs must be considered as included in the contract prices for the various items of work and no separate payment will be made.

CONTRACTOR must erect flags, signs, flashing lights, and barricades as may be required to properly protect workers and the motoring public when repairs are being performed on or near the roadway. All signs and devices used must conform to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD) as published and adopted by the California State Department of Transportation (Caltrans).

MAINTAINING TRAFFIC:

Lane closures must conform to the provisions in the section below entitled "Traffic Control System for Lane Closure." Whenever vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area must be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment. A W20-1 (Road Work Ahead) or W21-5 (Shoulder Work) sign must be placed an adequate distance (per the MUTCD Standards latest edition as published and adopted by Caltrans) prior to the vehicles or equipment commencing work. Full compensation for maintaining traffic must be considered as

included in the contract prices for the various items of work and no separate payment will be made.

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE:

CONTRACTOR shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:00 p.m. to 6:00 p.m. unless an emergency exists, and such a closure is necessary to safeguard the traveling public. A traffic control system must consist of closing traffic lane(s) in accordance with Part 6 "Temporary Traffic Control" of the California MUTCD's latest edition as published and adopted by Caltrans. Full compensation for providing the traffic control system (including signs and flagging) must be considered as included in the contract prices paid for the various items of work and no separate payment will be made.

RECORDS/REPORTING:

The following records must be maintained by CONTRACTOR covering traffic signal maintenance activities:

- CONTRACTOR must promptly notify the COUNTY Traffic Engineer of the disablement of any piece of equipment on any system due to an accident or other causes, such as damaged cable, broken parts, or other difficulties when such pieces of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
- Whenever it is necessary to close any traffic lane longer than thirty (30) minutes to complete any portion of the work, CONTRACTOR must notify COUNTY Traffic Engineer. The closure and time schedule must be subject to the approval of the COUNTY Traffic Engineer. Work creating excessive delays to critical traffic movements must be scheduled during off peak traffic periods when possible. At least one (1) traffic lane must be kept open in each through direction at all times.
- CONTRACTOR agrees to provide phone service for the receiving of notification of inoperative Traffic Signals including those items requiring emergency repair and service during CONTRACTOR's normal business hours and an answering service for the receiving of notification of inoperative traffic signals requiring emergency repairs or service at all times (seven [7] days per week) other than CONTRACTOR's normal business hours, whether such notification originates with COUNTY, the California Highway Patrol, or any other party or person.
- CONTRACTOR must maintain a local telephone where CONTRACTOR's personnel can be reached twenty-four (24) hours per day seven (7) days per week. This telephone number is to be made available to all persons designated by COUNTY. CONTRACTOR must make immediate emergency service calls twenty-four (24) hours per day when called upon by COUNTY to do so and must make temporary or permanent repairs as conditions warrant to signal equipment when said signal equipment has been damaged by vehicle accidents, acts of God, malicious damage, or just malfunctions. Response time must be within one and one-half (1 ½) hours during the CONTRACTOR's regular business hours (minimum eight [8] hour period) and two (2) hours after regular business hours or on weekends. In the event of multiple calls, each will be serviced on a priority basis. CONTRACTOR will first endeavor to make the first response location safe and secure prior to responding to other calls.

CONTRACTOR must respond to all direct calls for emergency traffic signal repair service from law enforcement officers if the location is on COUNTY'S list for routine maintenance, Attachment B, Traffic Signal & Lighting Maintenance Locations, as may be amended from time to time and incorporated by this reference.

- A record log is to be kept in the controller cabinet properly noting the time of the service person's regular monthly routine inspection and noting the time and description of all extraordinary maintenance and repairs.
- Signal timing charts are to be kept by COUNTY in each controller cabinet. COUNTY must authorize all timing changes. CONTRACTOR may make changes required on a temporary basis due to maintenance operation such as when detectors fail. CONTRACTOR must record the timing changes, date, time, and person making the change on the standard maintenance log sheet kept in the cabinet.
- A duplicate record of all service calls, repairs, and pertinent data pertaining to each individual intersection is to be kept on file in CONTRACTOR's office and available to COUNTY upon request. CONTRACTOR must send a status report on all intersections and other serviced locations to COUNTY once each month of all service calls, repairs, and other pertinent data occurring the previous month.
- Any maintenance operations found unsatisfactory, any equipment found not properly maintained, or any repair or extra work found necessary by the COUNTY Traffic Engineer will be reported to CONTRACTOR and confirmed in writing. Upon receipt of such report, CONTRACTOR must immediately make the necessary corrections and perform any work necessary to bring the system up to the prescribed standard. CONTRACTOR must submit a report to the COUNTY Traffic Engineer indicating that the work covered by the COUNTY Traffic Engineer's report has been completed, giving the date of completion of the work.

B. DESCRIBED SERVICES:

CONTRACTOR must perform the following routine and preventive maintenance services at all traffic signal locations (all described work is included in routine maintenance unless stated otherwise):

ROUTINE MAINTENANCE:

CONTRACTOR must furnish all tools, equipment, apparatus, facilities, labor, services and materials, and must perform all work necessary to routinely and preventatively maintain in a workmanlike manner, traffic signal facilities and their respective electroliers, illuminated street name signs, flashing beacons, and radar feedback signs located at the various intersections included as Attachment B, Traffic Signal Lighting & Maintenance Locations. The work must include providing service and preventive maintenance. All of said labor, services, materials, and equipment must be furnished and said work performed and completed as an independent CONTRACTOR. All work will be subject to the inspection and approval of COUNTY and its Traffic Engineer.

CONTRACTOR must make a monthly inspection of each signal controller cabinet location at which time the following steps must be taken:

- Visually inspect for ant, earwig, etc. infestation or gopher problems and take appropriate action as necessary to prevent damage to electrical system. (Inspection is routine maintenance, but treatment for infestation is extraordinary maintenance).
- Vacuum cabinet, remove any foreign material, and clean or change air filters as needed.
- Visually inspect controller service cabinets for proper operation including battery backup system.
- Check timing of individual signal phases and interval timing circuits and adjust as necessary to comply with timing card.
- Check detector units (video, loop, or micro-loop), interconnect communication between intersections where applicable, and pedestrian buttons and make routine adjustments and repairs if necessary.
- Visually inspect the operation of all signal head lamps (LEDS), pedestrian signal head lamps (LEDS), relays, clocks, dials, switches, battery backup system, etc., and make routine adjustments or minor repairs if necessary.
- Visually check for missing or bent visors and back plates and turned signal heads.
- Legibly record inspection date, time, work performed, name of CONTRACTOR's employee in controller cabinet on CONTRACTOR provided maintenance log sheets.
- Send summary of monthly inspections with any recommendations to COUNTY with details listed by intersection included as Attachment H, Monthly Checklist.

SPARE EQUIPMENT:

CONTRACTOR must maintain adequate storage and shop repair facilities to perform this AGREEMENT, including a sufficient stock of spare equipment and materials such as standby Type 170 controllers, Type 2070 controllers, Type 1-A poles, signal heads, pedestrian push buttons, and common 332 cabinet replacement parts to effect permanent repairs to the system within a ten (10) day period. Failure to effect permanent repairs within this time limit will be sufficient cause for COUNTY to authorize repairs to be completed by other available CONTRACTOR(s). Repetitive failure will be sufficient cause for COUNTY to cancel this AGREEMENT. COUNTY reserves the right to furnish any materials to effect permanent repairs by CONTRACTOR.

As part of routine maintenance, CONTRACTOR must keep and maintain a spare Type 170 controller with Type C PROM module, Type 2070 controller, Model 206 24-volt DC power supply, and Model 210 conflict monitor in north Monterey County. Each unit may be used at any specific location for up to six (6) months without charge until the replaced unit is repaired and reinstalled, a COUNTY spare is installed, or new equipment is purchased and installed. All service vehicles responding to calls must have spare used or new Model 200 load switches, 242 isolators, 222 detector amplifiers, 204 flashers, and 430 flash transfer relays available for immediate use. The providing and installing of new equipment will only be paid as extraordinary maintenance. CONTRACTOR must notify COUNTY's Traffic Engineer or their designee by the

end of the next business day when any COUNTY controller, PROM module, 24-volt power supply, or conflict monitor is removed from an intersection or the intersection timing is changed from the intersection timing chart.

AGING EQUIPMENT:

CONTRACTOR must provide all tools, equipment, apparatus, facilities, labor, services and materials, and must perform all work necessary to replace five (5) traffic signal controllers per year. COUNTY will indicate locations to CONTRACTOR. All controllers shall be McCain 2070 controllers compatible with existing intersection location as specified in Attachment B, Traffic Signal Lighting & Maintenance Locations, which is incorporated by this reference. All of said labor, services, materials, and equipment must be furnished and said work performed and completed as an independent CONTRACTOR. All work will be subject to the inspection and approval by COUNTY and its Traffic Engineer.

LED ANNUAL TESTING:

CONTRACTOR must clean the lens of all vehicular signal LED section modules and test all suspect 8" and 12" red LED modules for light intensity degradation using a portable meter such as KLIGHT's TLM-100 meter annually. Testing must occur in April of each year unless a different month has been authorized in writing by the COUNTY Traffic Engineer. The inspection and testing results must be sent to the COUNTY Traffic Engineer within fifteen (15) calendar days of completion of the tests. CONTRACTOR must list the locations and details of specific deficiencies and send a written report to the COUNTY Traffic Engineer with proposed costs to replace the modules. Module replacement must not occur until approved in writing by the COUNTY Traffic Engineer. While cleaning and testing of LED modules is routine maintenance, cost to replace LED modules is covered under extraordinary maintenance.

All controller units, auxiliary equipment, and appurtenances such as detectors, transformers, Battery backup system (BBS) inverter units, batteries, timers and related items must be serviced as recommended by the manufacturer.

BATTERY BACK UP/PROM MODULE ANNUAL TESTING:

CONTRACTOR must on an annual basis in September completely inspect and test the BBS and batteries and the lithium battery in the controller's PROM module where applicable. The written report format and detail must be pre-approved by COUNTY. Results must be sent to COUNTY Traffic Engineer within fifteen (15) calendar days of completion of the tests. Costs for lithium battery replacement must be included as part of CONTRACTOR's monthly intersection preventive maintenance billing. Replacement of the BBS batteries shall be every other year, must be an extraordinary work and requires prior approval in writing from COUNTY Traffic Engineer (email is acceptable). Batteries supplied must be approved by the manufacturer and the COUNTY Traffic Engineer for the specific unit involved. Replaced batteries must be delivered to COUNTY for confirmation testing prior to disposal. After replacement of BBS batteries, test results must be sent to COUNTY Traffic Engineer within fifteen (15) calendar days of completion of the tests.

EXTRAORDINARY MAINTENANCE:

Whenever any equipment or system component in any system malfunctions, is damaged, or has deteriorated as a result of causes other than the negligence of CONTRACTOR or his/her/its agents so as to require repairs to or replacement of such equipment, or whenever COUNTY deems it necessary to make changes in existing equipment or components, and the work is not

covered under Exhibit B, Bid Sheet/Hourly Rate Schedule, the work will be deemed Extraordinary Maintenance. If the work exceeds \$250 or is not at locations listed on Attachment B, Traffic Signal & Lighting Maintenance Locations, the extraordinary work must be performed only with the written or e-mail approval of COUNTY Traffic Engineer prior to any material orders or any work being performed. If the repair exceeds \$250, the need for the repair is before or after normal COUNTY business hours, and the COUNTY Traffic Engineer cannot be reached, the temporary repair must be implemented and the Traffic Engineer must be notified of the repair within twenty-four (24) hours or the next business day if the repair is on a weekend. Total permanent replacement of a traffic signal controller cabinet, an electrical service cabinet, or a mast arm signal pole will only be allowed with the written or e-mail approval of COUNTY Traffic Engineer.

Claims for extraordinary traffic signal and lighting system repair over \$250 and not of an emergency nature, which have not been authorized by COUNTY Traffic Engineer, will be rejected. CONTRACTOR must provide backup documentation for any claim regardless of the dollar amount within three (3) business days of correspondence.

CONFLICT MONITOR TESTING:

In June of each year of the Agreement, CONTRACTOR must field test each conflict monitor for proper operation, check each program card for proper conflict monitoring, and provide a certifying report to COUNTY. The written report format and detail must be pre-approved by COUNTY. Results must be sent to COUNTY's Traffic Engineer within fifteen (15) calendar days of completion of the tests. All intersections must be tested except those newly installed within the last six (6) months. COUNTY Traffic Engineer must resolve any doubt as to which locations must be tested. Replacement or repair of failed units will be performed as directed by COUNTY Traffic Engineer. If permanent repair or replacement is made by CONTRACTOR, it must be deemed extraordinary work. Failed units must be delivered to COUNTY Traffic Engineer.

OTHER SERVICES:

The replacement of blacked-out LED lamp modules need not be on an emergency basis provided there are at least two (2) indications still operative for the same traffic movement and direction of travel and at least one (1) of the modules is a mast arm indication. Such replacement should be handled as soon as possible in a routine manner.

CONTRACTOR also agrees to provide response service twenty-four (24) hours per day for repair of the equipment and appurtenances, such as safety lighting, street name signs, flashing beacons, and other electrical equipment which CONTRACTOR may be called upon from time to time by COUNTY to repair, replace or refurbish even though not listed on Attachment B, Traffic Signal & Lighting Maintenance Locations. Such additional work must only be at the written or e-mail direction of the COUNTY Traffic Engineer.

In the event of substantial collision damage to any part of a traffic signal or lighting system, CONTRACTOR must transport all damaged parts to a place designated by COUNTY for evaluation and documentation by photography or other means for future cost recovery. CONTRACTOR must dispose of damaged parts only upon completion of all related actions and approval by COUNTY.

All vehicular and pedestrian signal heads must be maintained with LED module lamps at all times including flashing beacons. All LED module lamps for vehicular signal faces must conform to the

Institute of Transportation Engineers' standards and CalTrans LED purchase specifications. LED modules must be on Caltrans Qualified Products List (QPL) list except for locations where countdown pedestrian heads are approved by the COUNTY Traffic Engineer for installation. CONTRACTOR must return all defective LED unit(s) to COUNTY within four (4) business days for confirmation of being defective and for warranty replacement or disposal.

COUNTY will send a Bimonthly Inspection Report (Attachment I, BiMonthly Inspections) of street lighting, illuminated street name signs, flashing beacons, etc. to CONTRACTOR with instructions on what to repair. CONTRACTOR must proceed to make the requested repairs in an expeditious manner at regular contract rates (not overtime).

In the event of an extended power outage (four (4) or more hours), CONTRACTOR will need to supply a generator to power a critical intersection. The COUNTY may request more than one (1) generator.

ADDITIONS TO THE SYSTEM:

CONTRACTOR must maintain additional traffic signals and appurtenant devices as they are installed and become a part of the maintenance requirements of COUNTY at the same unit price, shown in Exhibit B, Bid Sheet/Hourly Rate Schedule, of the RFP. CONTRACTOR must inspect additional electroliers, flashing beacons, radar feedback signs, rectangular rapid flashing beacons and tunnel lighting as they are installed and become a part of the maintenance requirements of COUNTY at the same unit price shown in Exhibit B, Bid Sheet/Hourly Rate Schedule, of the RFP. In the event that notification is made of a new installation at other than the beginning of the monthly period, the unit cost must be pro-rated from the day that CONTRACTOR is notified.

New signals, which are covered by manufacturer's material and workmanship warranty, must be serviced and preventive maintenance must be performed by CONTRACTOR, as in all other installations on the signal system, except that where parts or material are or become defective during this warranty period, CONTRACTOR must notify COUNTY Traffic Engineer so that the warranty may be exercised.

DELETIONS TO THE SYSTEM:

COUNTY may delete traffic signal locations and bimonthly inspections at locations not needing maintenance or inspections. Such events include but are not limited to temporary maintenance and operation by other Public agencies, annexation to cities, formation of a city, removal of equipment, etc. In lieu of Section 4-1.03B (2) of the Standard Specifications compensation per location to CONTRACTOR for the reduction in locations must remain unchanged until less than fifty percent (50%) of either category of locations remains. If this reduction in maintenance needs occurs, CONTRACTOR may request an increase in compensation. Should agreement not be reached as to the amount of increased compensation, CONTRACTOR may terminate his/her/its AGREEMENT to provide maintenance and inspection services to COUNTY within thirty (30) days written notice to the COUNTY.

The locations shown in Exhibit B, Bid Sheet/Hourly Rate Schedule for this Project reflect current locations that may require monthly/annual services. Exhibit B will be used to determine the lowest responsible bidder and to establish a budget for the awarded Agreement. The quantities may not represent the actual amount of work that may be available or may become available. Except for this Section, Deletions to the System, adjustments in unit prices will not be allowed on any bid item regardless of the quantity of work available from or authorized by COUNTY.

UNSCHEDULED TRAFFIC SIGNAL MAINTENANCE (NON EMERGENCY):

Unscheduled Traffic Signal Maintenance includes tasks not specifically included in Scheduled Traffic Signal Maintenance as noted in Exhibit B, Bid Sheet/Hourly Rate Schedule, that are not considered emergency in nature and are performed as requested by the County to ensure that all traffic signal systems and equipment operate safely and continuously in good working order. The CONTRACTOR shall perform Unscheduled Traffic Signal Maintenance tasks on all maintenance sites listed in Attachment B, Traffic Signal & Lighting Maintenance Locations or as directed by the COUNTY's Traffic Engineer. Common Unscheduled Traffic Signal Maintenance tasks include, but are not limited to the following:

- Modification of various signal components;
- Detector Loop Replacement due to pavement failure, utility work or other impact. Maintenance records indicate that the County replaces approximately thirty (30) detector loops each year. In addition to the basic steps, Detector Loop Replacement shall include the following:
 - a. Layout and installation of loop and home run;
 - b. Replacement of conduit if necessary; and
 - c. Testing on loop for conductivity and integrity; Reconnection to amplifier and testing for proper sensitivity.
- Other traffic signal problems not considered an emergency;
- Cameras mounted on signal poles which require cleaning, alignment, replacement and adjustment;
- Signal Timing Revisions/Adjustments;
- Review of construction documents for new traffic signal installations;
- Assist in inspection of signal construction work performed by other contractors; and
- Other tasks as requested within the expertise of the CONTRACTOR.

COMPENSATION:

Compensation for Scheduled and Unscheduled Traffic Signal Maintenance tasks shall be in accordance with the unit prices shown on the **Exhibit B, Bid Sheet/Hourly Rate Schedule** included with the CONTRACTOR's Proposal. The CONTRACTOR's price bid for Unscheduled Traffic Signal Maintenance shall be considered inclusive of all materials, equipment, labor and traffic controls necessary to perform the work in accordance with these Technical Specifications.

COUNTY reserves the right to secure competitive bids to effect repairs or changes on any system exceeding \$250.

EXHIBIT B – BID SHEET/HOURLY RATE SCHEDULE

ITEM DESCRIPTION	ITEM NO.	SITE	November 2019- October 2020	November 2020- October 2021	November 2021 – October 2022
TRAFFIC SIGNAL MONTHLY/ANNUAL MAINTENANCE					
Pajaro					
	1	Porter Drive/San Juan Road			
		Luminaires: NE/NW/SW/SE/Free Right Turn/Crosswalk; Flashing Beacon: S/B; Street Name Signs: NE/NW/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	2	Salinas Road/Pajaro School Dwy			
		Luminaires: NE/SW; Street Name Signs (LED): NE/SW	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
Las Lomas					
	3	Hall Road/Las Lomas Drive			
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB/EB; Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
Prunedale					
	4	Blackie Road/Prunedale South Road			
		Luminaires: NE/NW/SW/SE; Flashing Beacon: SB; Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	5	San Miguel Canyon Road/Prunedale North Rd			
		Luminaires: NE/NW/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	6	San Miguel Canyon Road/Moro Rd			
		Luminaires: NE/SW; □ Flashing Beacon: S/B; □ Street Name Signs: NE/NW/SW □	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	7	San Miguel Cyn Rd/Hall Rd			
		Luminaires: NW/SE/SW □ Flashing Beacons: WB/EB/NB; □ Street Name Signs: NE/NW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
Salinas					
	8	Blanco Rd/Davis Road			
		Luminaires: NE/NW/SW/SE; Flashing Beacon: EB(lt)/EB(rt); Street Name Signs: NE/NW/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	9	Blanco Rd/West Alisal Street			
		Luminaires: NW/SW	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	10	Harrison Road/Sala Road			
		Luminaires: NW/SE; Flashing Beacon: EB/WB); Street Name Signs: NE/NW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	11	Harrison Road/Russell Road			
		Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	12	Espinosa Road/Christensen Road			
		Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	13	Las Palmas Road/River Rd			
		Luminaires: NE/SW/SE; Flashing Beacon: NB/SB(lt)/SB(rt); Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	14	Las Palmas Parkway/River Rd			
		Luminaires: NE/SW/SE; Flashing Beacon: NB; Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	15	Reservation Road/Davis Rd			

		Luminaires: NE/SW/SE; Flashing Beacon: EB; Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	16	Reservation Road/Inter-Garrison Rd			
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	17	Reservation Road/East Garrison Rd			
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	18	Reservation Road/Watkins Gate Rd			
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	19	Russell Road/San Juan Grade Road			
		Luminaires: NE/NW/SW/SE; Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	20	Russell Road/Van Buren Ave.			
		Luminaires: NE(lt)/NE(rt)/NW/SW/SE; Street Name Signs: NE/NW/SE/SW	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
Marina					
	21	Blanco Road/Research Drive			
		Luminaires: NE/NW/SW/SE; Flashing Beacon: SB(lt)/SB(rt); Street Name Signs: NE/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	22	Blanco Road/Reservation Road			
		Luminaires: NE/NW/SW/SE; Flashing Beacon: First/Second; Street Name Signs: NW/SW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
Carmel Valley					
	23	Rio Road/Road "A"			
		Luminaires: NE/NW/SW/SE;	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	24	Rio Road/Carmel Center Place			
		Luminaires: NW/SE;	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	25	Carmel Rancho Blvd/Carmel Rancho Shopping Center Driveways			
		Luminaires: NE/NW/SW/SE; Street Name Signs: NW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	26	Carmel Valley Road/Carmel Rancho Blvd./Carmel Knolls Dr			
		Luminaires: NE/NW/SW/SE;	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	27	Carmel Valley Road/Carmel Middle School Driveway			
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	28	Carmel Valley Road/Via Mallorca			
		Luminaires: NE/NW/SE/at Via Petra NE/SE; Flashing Beacon: EB(lt)/EB(rt)/WB; Street Name Signs: NE/NW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	29	Carmel Valley Road/Rancho San Carlos Road			
		Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
		SUBTOTAL 1	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year

FUTURE TRAFFIC SIGNALS

	1	Constitution Boulevard/Natividad Hospital Dwy	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	2	Carmel Valley Road/Brookdale Road	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
		SUBTOTAL 2	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year

FLASHING BEACONS INDEPENDENT OF TRAFFIC SIGNALS

	1	Carmel Valley Road near Country Club Drive:			
		<u>EB/WB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	2	Carmel Valley Road e/o Boronda Road			
		<u>EB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	3	Castroville Boulevard e/o Elkhorn Road			
		<u>WB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	4	Castroville Boulevard near Paradise Road			
		<u>EB/WB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	5	Dolan Road w/o Castroville Boulevard			
		<u>EB/WB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	6	Old Stage Road north of the City of Gonzales			
		<u>SB/EB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	7	Olmstead Road/Olmstead School			
		<u>NB/SB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	8	River Road (3) between Gonzales River Road			
		<u>NB/SB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	9	Russell Rd between SH 101 & San Juan Grade Road			
		<u>EB(lt)/EB(rt)/WB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	10	Maher Road between Echo Valley Road & Tarpey Road			
		<u>NB/SB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	11	Salinas Road/Pajaro Middle School			
		<u>NB/SB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	12	Salinas Road/Bishop Street Crosswalk			
		<u>NB/SB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	13	San Juan Road/Murphy Curve			
		<u>EB/WB</u>	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
		SUBTOTAL 3	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year

RECTANGULAR RAPID FLASHING BEACONS (LIGHTED CROSSWALK)

1	Salinas Road/Bishop Street	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
2	Rogge Road/Bollenbacher Drive	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
3	Castroville Boulevard/Collins Road	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
4	Merritt Street (SR183)/Crane Street	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
5	Rio Road/Via Nona Marie (future install)	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
6	Castroville Boulevard/Elkhorn Rd (future install)	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	SUBTOTAL 4	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year

RADAR FEEDBACK SIGNS

1	Blanco Road between Davis Rd and Reservation Rd			
	NB1/NB2/SB1/SB2	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
2	Crazy Horse Canyon Road between Dump Rd and San Juan Grade Road			
	EB	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
3	Las Lomas Drive between Hall Rd and Overpass Road			
	SB	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
4	San Juan Rd/Murphy Road			
	EB/WB	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
6	Charter Oak Boulevard w/o Cathedral Oak Road (in Oak Hills)			
	WB	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
7	SR 156 (between SR 101 and SR 1)			
	EB/WB	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
	SUBTOTAL 5	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year

ELECTROLIERS INDEPENDENT OF TRAFFIC SIGNALS

1	Davis Road over crossing of State Highway 183			
	<u>Luminaires:</u> NB1/NB2/NB3/SB1/SB2/SB3	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
2	Salinas Road/Elkhorn Road			
	<u>Luminaire:</u> west side of roadway	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
3	Jensen Road/Hilltop Road			
	<u>Luminaire:</u> south side of roadway	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year	\$ ____ per month/ \$ ____ per year
4	Prunedale South Road/Reese Circle			

		Luminaire: east side of roadway	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
		SUBTOTAL 6	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year

TUNNEL LIGHTING/BRIDGE

	1	Robinson Canyon Road/Carmel Valley Road			
		NB 1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	2	Porter Drive Bridge/Pajaro River			
		Luminaires: NB Bridge side 1/2/3/4/5/6 Riverside/SB Bridge side 7/8/9/10/11/12 Riverside	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
	3	Castroville Pedestrian/Bike bridge			
		Luminaires: NB Bridge side 1/2/3/4/5/6 /SB Bridge side 7/8/9/10/11/12	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year
		SUBTOTAL 7	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year

ORDINARY MAINTENANCE/HOURLY RATE

	1	STRAIGHT TIME, LEAD SIGNAL TECHNICIAN (Inside Wireman)	\$____ per hour	\$____ per hour	\$____ per hour
	2	STRAIGHT TIME, SIGNAL TECHNICIAN (Inside Wireman)	\$____ per hour	\$____ per hour	\$____ per hour
	3	STRAIGHT TIME, LABORER	\$____ per hour	\$____ per hour	\$____ per hour
	4	STRAIGHT TIME, INDUCTIVE LOOP INSTALLER (1 loop)	\$____ per loop	\$____ per loop	\$____ per loop
	5	SERVICE TRUCK, BUCKET	\$____ per hour	\$____ per hour	\$____ per hour
	6	CRANE TRUCK	\$____ per hour	\$____ per hour	\$____ per hour
	7	AIR COMPRESSOR	\$____ per hour	\$____ per hour	\$____ per hour
	8	CONCRETE SAW	\$____ per hour	\$____ per hour	\$____ per hour
	9	MATERIAL COST			
			COST+ MARKUP	COST+ MARKUP	COST+ MARKUP
		SUBTOTAL 8	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year	\$____ per month/ \$____ per year

EXTRAORDINARY MAINTENANCE

	1	EXTRAORDINARY MAINTENANCE, LEAD SIGNAL TECHNICIAN (Inside Wireman)	\$____ per hour	\$____ per hour	\$____ per hour
	2	EXTRAORDINARY MAINTENANCE, SIGNAL TECHNICIAN (Inside Wireman)	\$____ per hour	\$____ per hour	\$____ per hour
	3	EXTRAORDINARY MAINTENANCE, LABORER	\$____ per hour	\$____ per hour	\$____ per hour

	4	EXTRAORDINARY MAINTENANCE, INDUCTIVE LOOP INSTALLER (1 loop)	\$_____ per loop	\$_____ per loop	\$_____ per loop
		SUBTOTAL 9	\$_____ per month/ \$_____ per year	\$_____ per month/ \$_____ per year	\$_____ per month/ \$_____ per year
TESTING WHEN REQUESTED					
	1	170E or 2070 Controller Unit	\$_____ per unit	\$_____ per unit	\$_____ per unit
	2	332 Cabinet & All Internal Equipment (controller cabinet assembly)	\$_____ per unit	\$_____ per unit	\$_____ per unit
	3	Conflict Monitor Unit separate from controller cabinet assembly	\$_____ per unit	\$_____ per unit	\$_____ per unit
	4	Battery Backup System (BBS)	\$_____ per unit	\$_____ per unit	\$_____ per unit
		SUBTOTAL 10	\$_____ per unit	\$_____ per unit	\$_____ per unit
TOTAL (SUBTOTAL 1+ SUBTOTAL 2+ SUBTOTAL 3+ SUBTOTAL 4+ SUBTOTAL 5+ SUBTOTAL 6+ SUBTOTAL 7+ SUBTOTAL 8+ SUBTOTAL 9+ SUBTOTAL 10)			\$_____ per month/ \$_____ per year	\$_____ per month/ \$_____ per year	\$_____ per month/ \$_____ per year
			\$_____ per hr	\$_____ per hr	\$_____ per hr
			\$_____ per unit	\$_____ per unit	\$_____ per unit

CONTRACTOR's prices stated in this Exhibit B, Bid Sheet/Hourly Rate Schedule, shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.

ATTACHMENT A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

The County of Monterey Agreement for Professional Services with Surveyors, Architects, Engineers & Design Professionals (More than \$100,000) with all terms and conditions may be viewed at: [http://www2.co.monterey.ca.us/cao/pdfs/PSA_DesignProf_over\\$100k.pdf](http://www2.co.monterey.ca.us/cao/pdfs/PSA_DesignProf_over$100k.pdf).

If there is any conflict between the Commercial general liability insurance section of Paragraph 9.03, Insurance Coverage Requirements, of Section 9.0, Insurance, of the Sample Professional Services Agreement and the Commercial General Liability Insurance section of Paragraph 19.3, Insurance Coverage Requirements, of Section 19.0, Insurance Requirements, of this RFP #10680, the Commercial General Liability Insurance section of Paragraph 19.3 of this RFP #10680 will prevail.

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence.

If there is any conflict between Paragraph 8.02 of Section 8, Indemnification, of the Sample Professional Services Agreement and Paragraph 18.2, of Section 18.0, Indemnification, of this Request for Proposals (RFP) #10680, Paragraph 18.2 of this RFP #10680 will prevail.

18.2 Indemnification for Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by the COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

Provide _____

_____.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$_____.

3. **TERM OF AGREEMENT.** The term of this Agreement is from _____ to _____, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title	Name and Title
Address	Address
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

By: _____
Contractor's Business Name*

By: _____
(Signature of Chair, President, or
Vice-President)*

By: _____
Name and Title

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

By: _____
Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

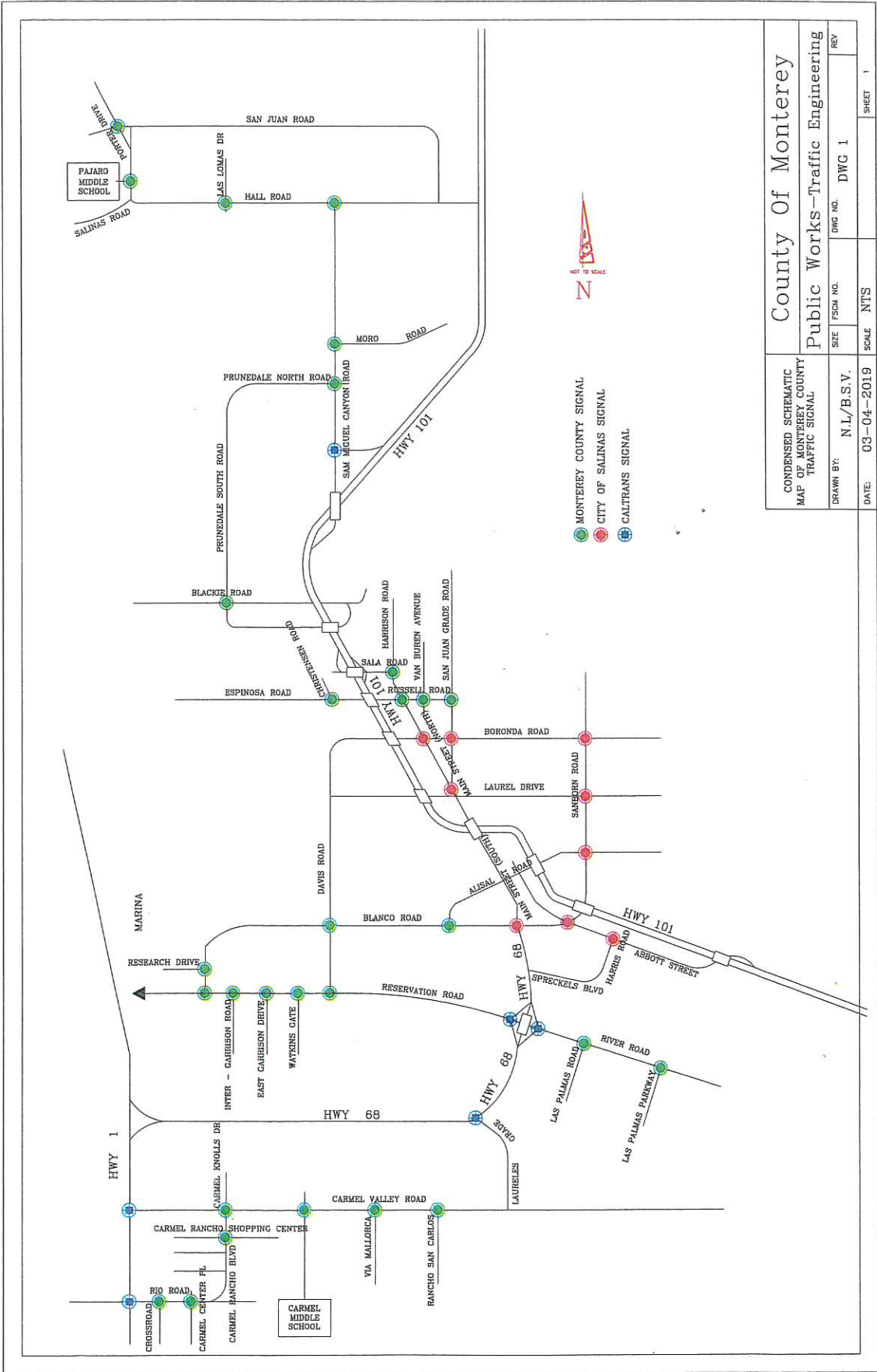
*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth 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.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

ATTACHMENT B: TRAFFIC SIGNAL & LIGHTING MAINTENANCE LOCATIONS



ATTACHMENT C: PERSONNEL QUALIFICATION STATEMENT

Technician/Supervisor Last Name _____ First Name _____

Complete this form for each technician and supervisor expected to work in the County of Monterey

This technician will be assigned to respond to scheduled and un-scheduled work in the County of Monterey yes/no

This technician will be dispatched from _____ (site address)

IBEW –IMSA Certifications and Licenses:

	Certification/License	Issue	Date
List all applicable certifications and licenses recognized by the above organizations with issue date. <i>Examples: Apprentice, Journeyman, Master, Roadway Lighting I or II, Traffic Signal Field Technician level I, II or III, Traffic Signal Bench Technician level I, II, or III, Work Zone Safety</i>	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Traffic Signal Facilities Level of Expertise/Experience:

Check each box that applies

	Troubleshooting					
	Trained	Experience Installing	Field	Shop	Set-up Configure	Programmed Changes
Service Pedestals						
_____ Controller						
_____ Controller						
_____ Modem						
IVC Cameras IP						
Battery Backup Systems						
Opticom Systems						

TRAFFIC SIGNAL MAINTENANCE SERVICES

Use this side for listing additional certifications and/or providing additional information about this technician's qualifications

Technician/Supervisor Last Name _____ First Name _____
(Circle One)

ATTACHMENT D: REFERENCES

Provide at least three (3) references with contact information. At least two (2) references should be associated with work experience listed previously. References must include the name of the reference, agency/company they worked for, telephone number and general description of work performed for that agency/company.

Name:	Agency/Company:	Telephone Number:
Work Performed:		
Name:	Agency/Company:	Telephone Number:
Work Performed:		
Name:	Agency/Company:	Telephone Number:
Work Performed:		

ATTACHMENT E: EXPERIENCE AND QUALIFICATIONS STATEMENT

SECTIONS I - V MUST BE SUBMITTED WITH THE PROPOSAL

I. EXPERIENCE

Contractor's Business Name: _____

Contractor's License Class _____ and License Number _____

The Proposer has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

Have you the proposer ever had a contract terminated for failure to satisfactorily complete the work? YES / NO (circle one)

If YES, please describe the work contracted for, the contract amount, the contracting agency and the circumstances relating to your failure to complete the work:

The following contracts related to the proposed Street Light and Traffic Signal Maintenance Services are currently active or have been satisfactorily completed in the last four (4) years. If Proposer's work was limited to a specific portion of a project (i.e. sub-contracted work), supply the value of work actually completed by the Proposer. (be sure to complete all fields):

<u>Year</u>	<u>Type of Work</u>	<u>Contract Amount</u>	<u>Owner</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

II. EQUIPMENT

The following is a list of plant and equipment owned by the Proposer, which is definitely available for use on the proposed work as required:

<u>Quantity</u>	<u>Name, Type & Capacity</u>	<u>Condition</u>	<u>Location</u>

If you did not list any backup equipment above, please explain how you would provide service in the event of mechanical failure:

III. PERSONNEL

List and quantify the personnel (by job title) that would be directly involved in this Agreement. Include supervisory personnel, office personnel, and drivers. Submit with your proposal, a **Personnel Qualification Statement** (see Attachment C) for each Technician and Supervisor to be directly involved the contract.

Explain how you would continue to provide service in the event of illness or vacations:

V. ADDITIONAL COMPANY BACKGROUND

Provide any additional insight into your company, such as innovative solutions used in your work, recycling or other unique programs that may set your company apart.

Attach additional sheets as needed to respond completely to any of the sections above.
NOTE: Failure to submit a complete Experience and Qualifications Statement may be grounds for disqualification of Proposer as non-responsive.

Signed: _____
Contractor’s Name & Title _____
(Printed)

**ATTACHMENT F: COUNTY OF MONTEREY LOCAL BUSINESS
DECLARATION FORM**

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

Bidders claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy", adopted by the Monterey County Board of Supervisors on August 28, 2012, must certify they meet the definition of "Local Vendor" as defined and in accordance to the adopted policy.

Any bidder claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local business preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Bidder certifies under penalty of perjury they have both read and confirm they meet the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and DBA name if any): _____

Business Address: _____

City: _____ *State:* _____ *Zip Code:* _____

Signature of Authorized Representative: _____ *Date:* _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ *E-Mail:* _____

This form must be submitted within a bidder's proposal package in order for the County to apply the applicable local preference. Failure to submit this form means that the bidder is not declaring itself a local business and there will be no local preference applied.

**ATTACHMENT G: CONTRACTOR'S ACKNOWLEDGEMENT OF
COMPLIANCE WITH INSURANCE REQUIREMENTS FOR THE
AGREEMENT**

CONTRACTOR agrees, acknowledges and is fully aware of the insurance requirements as specified in this Request for Proposals #10680 and accepts all conditions and requirements as contained therein.

CONTRACTOR Name:

_____ (Print Name)

CONTRACTOR Signature:

(Print Name and Title)

Date:

*This fully completed and signed form must be submitted with the proposal.

ATTACHMENT H: MONTHLY CHECKLIST

Intersection: _____
 Date: _____
 Start Time: _____
 End Time: _____

	Service Area	Status	Remarks
A	Controller Cabinet		
	Appearance – paint, dust, dents		
	Door Fit, Gasket		
	Condition of Locks		
	Fan/Thermostat Operations		
	Cabinet Light Switch		
	Removal of Graffiti		
B	Controller		
	Controller Front Panel Condition		
	Verify Timings & Coordination		
C	Signal Standards		
	Missing or damaged parts		
	Condition of Hardware		
	Hand Hole Covers in Place		
	Removal of Graffiti		
	Street Name Sign Condition		
	Strap Condition		
	Luminaire Condition		
D	Detector/Flasher/Load Switch		
	Are all Detectors Functioning		
	Check Flasher Function		
	Check Load Switch Function		
E	Signal Heads		
	Indication Functions		
	Light Output		
	PV Head Visibility/Alignment		
	Condition of Backplates/Visors		
F	Pedestrian Pushbuttons		
	Aimed Correctly		
	Visibility/Output (Flickering?)		
G	Pedestrian Pushbuttons		
	Placing Calls		
	Condition		
H	Pull Boxes & Covers		
	Condition		
I	Signs & Striping for Signals		
	Condition of Existing Signs		
	Missing Signs		
COMMENTS:			

Technician: _____ Signature: _____
 (Print Name)

ATTACHMENT I: BI-MONTHLY INSPECTIONS

2019 - 2022

BIMONTHLY INSPECTION OF ILLUMINATED STREET NAME SIGNS, ELECTROLIERS, FLASHING BEACONS, AND TUNNEL LIGHTING

(✓ means electrical unit is working properly, Ø means electrical unit is blacked out)

TRAFFIC SIGNALS, ELECTROLIERS, BEACONS, & ILLUMINATED STREET NAME SIGNS:

PAJARO

1. Porter Drive/San Juan Road

Luminaires:

NE__ NW__ SW__ SE__

Free Right Turn, Crosswalk__

Flashing Beacon:

S/B__

Street Name Signs:

NE__ NW__ SW__ SE__

2. Salinas Road/Pajaro School Dwy

Luminaires:

NE__ SW__

Street Name Signs (LED):

NE__ SW__

LAS LOMAS

1. Hall Road/Las Lomas Drive

Luminaires:

NE__ NW__ SW__ SE__

Flashing Beacon:

W/B__ E/B__

Street Name Signs:

NW__ SW__ SE__

PRUNEDALE

1. Blackie Road/ Prunedale South Road

Luminaires:

NE__ SW

Flashing Beacon:

S/B__

Street Name Signs:

NE__ NW SW__

2. San Miguel Canyon Road/Prunedale North Rd

Luminaires:

NE__ NW SW__ SE__

3. San Miguel Canyon Road/Moro Rd

Luminaires:

NE__ SW

Flashing Beacon:

S/B__

Street Name Signs:

NE__ NW__ SW__

4. San Miguel Cyn Rd/Hall Rd

Luminaires :

NW__SE__SW__

Flashing Beacons:

W/B__E/B__N/B__

Street Name Signs:

NE__NW__SE__

SALINAS

1. Blanco Rd/Davis Road
Luminaires: NE___ NW___ SW___ SE___
Flashing Beacon: E/B (lt)___(rt)___
Street Name Signs: NE___ NW___ SW___ SE_
2. Blanco Rd/West Alisal Street
Luminaires: N/W___ S/W___
3. Harrison Road at Sala Road
Luminaires: NW SE___
Flashing Beacon: E/B W/B___
Street Name Signs: NE___ NW___ SE___
4. Harrison Road at Russell Road
Luminaires: NW SE___
Flashing Beacon: E/B W/B___
Street Name Signs: NE___ NW___ SE___
5. Espinosa Road at Christensen Road
Luminaires: NW SE___
Flashing Beacon: E/B W/B___
Street Name Signs: NE___ NW___ SE___
6. Las Palmas Road/River Rd
Luminaires: NE___ SE___ SW___
Flashing beacon: NB___ SB (lt)___(rt)___ NE___
Street Name Signs: SE___ SW___
7. Las Palmas Parkway/River Rd
Luminaires: NE SE___ SW
Flashing beacon: NB
Street Name Signs: NE___ SE___ SW
8. Reservation Road/Davis Rd
Luminaires: NE SE___ SW
Flashing beacon: EB
Street Name Signs: NE___ SE___ SW
9. Reservation Road/Inter-Garrison Rd
Luminaires: NE NW___SE SW___
Flashing beacon: WB
Street Name Signs: NE___ SE___ SW
10. Reservation Road/East Garrison Rd
Luminaires: NE NW___SE SW___
Flashing beacon: WB
Street Name Signs: NE___ SE___ SW
11. Reservation Road/Watkins Gate Rd
Luminaires: NE NW___SE SW___
Flashing beacon: WB
Street Name Signs: NE___ SE___ SW___
12. Russell Road/San Juan Grade Rd
Luminaires: NE___ NW___ SW___ SE___
Street Name Signs: NE___ SW___ SE___
13. Russell Road/Van Buren Ave
Luminaires: NE(lt) NE(rt)___NW SW___SE_
Street Name Signs: NE___ NW___ SW___ SE___

MARINA

- 1. Blanco Road/Research Drive
 Luminaires: NE___ NW___ SW___ SE___
 Flashing Beacons: S/B (lt)___(rt)___
 Street Name Signs: NE___ SE___ SW___
- 2. Blanco Road/Reservation Road
 Luminaires: NE___ NW___ SW___ SE___
 Free Right Turn Luminaries: First___Second___
 Flashing Beacon: W/B___
 Street Name Signs: NW___ SE___ SW___

CARMEL VALLEY

- 1. Rio Road/Road "A"
 Luminaires: NE___ NW___ SW___ SE___
- 2. Rio Road/Carmel Center Place
 Luminaires: NW___ SE___
- 3. Carmel Rancho Blvd/Carmel Rancho Shopping Center Driveways
 Luminaires: NE___ NW___ SW___ SE___
 Street Name Signs: NW___ SE___
- 4. Carmel Valley Road/Carmel Rancho Blvd./Carmel Knolls Dr
 Luminaires: NE___ NW___ SW___ SE___
- 5. Carmel Valley Road/Carmel Middle School Driveway
 Luminaires: NE___ NW___ SW___ SE___
 Flashing Beacon: W/B___
 Street Name Signs: NW___ SE___
- 6. Carmel Valley Road/Via Mallorca
 Luminaires: NE___ NW___ SE___
 at Via Petra NE___SE___
 Flashing Beacon: E/B (lt)___E/B (rt)___W/B___
 Street Name Signs: NE___ NW___ SE___
- 7. Carmel Valley Road/Rancho San Carlos Road
 Luminaires: NW___ SE___
 Flashing Beacon: E/B___ W/B___
 Street Name Signs: NE___ NW___ SE___

FLASHING BEACONS INDEPENDENT OF TRAFFIC SIGNALS

- | | | <u>Times of Operation</u> |
|---|---------------------|---------------------------------|
| 1. Carmel Valley Road near Country Club Drive: | E/B___ W/B___ | at all times |
| 2. Carmel Valley Road e/o Boronda Road | E/B___ | |
| 3. Castroville Boulevard e/o Elkhorn Road | W/B___ | all times |
| 4. Castroville Boulevard near Paradise Road | E/B___ W/B___ | at all times |
| 5. Old Stage Road north of the City of Gonzales: | E/B___S/B___ | at all times |
| 6. Olmstead Road at Olmstead School | N/B___S/B___ | 7:00 –8:30 am
3:00 – 3:40 pm |
| 7. River Road (3) between Gonzales River Road | N/B___S/B___ | at all times |
| 8. Russell Rd between SH 101 & San Juan Grade Rd: | E/B(lt) (rt) W/B___ | 7:00 –8:30 am
3:00 – 3:40 pm |
| 9. Maher Road between Echo Valley Rd & Tarpey Rd: | N/B___S/B___ | |
| 10. Salinas Road at Pajaro Middle School: | N/B___S/B___ | 7:00 –8:30 am
3:00 – 3:40 pm |
| 11. Salinas Road at Bishop Street Crosswalk: | N/B___S/B___ | |
| 12. San Juan Road at Murphy Curve: | W/B___E/B___ | |

ELECTROLIERS INDEPENDENT OF TRAFFIC SIGNALS

- 1. Davis Road over crossing of State Highway 183, See Attached Drawing
Luminaires: N/B#1__N/B#2__N/B#3__
S/B#1__S/B#2__S/B#3__

- 2. Porter Drive Bridge at Pajaro River Luminaires: (See attached location drawing)
Northbound: Bridge Side #1__#2__#3__#4__#5__
#6_ River Side _ _ _ _

- Southbound: Bridge Side #7__#8__#9__#10__#11__#12__
River Side _ _ _ _ _ _

- 3. Salinas Road at Elkhorn Road Luminaire: (west side of roadway) ____
- 4. Jensen Road at Hilltop Road Luminaire: (south side of roadway) ____
- 5. Prunedale South Road at Reese Circle Luminaire: (east side of roadway) ____

TUNNEL LIGHTING

- 1. Robinson Canyon Road at Carmel Valley Road (240v, 400 watt, must be inspected during daylight hours when all lights are energized)
N/B #1__#2__#3__#4__#5__#6 #7__#8__
#9__#10__#11__#12 #13__#14__#15__#16__

RADAR FEEDBACK SIGNS

- 1. Blanco Road between Davis Rd and Reservation Rd N/B1__N/B2__S/B1__S/B2__
- 2. Crazy Horse Cyn Rd between Dump Rd and San Juan Grd E/B__
- 3. Las Lomas Drive between Hall Rd and S/B__
- 4. San Juan Rd at Murphy Road E/B__W/B__

FUTURE TRAFFIC SIGNALS

- 1. Constitution Blvd at Natividad Hospital Dwy
- 2. Carmel Valley Road at Brookdale Road

Signature of Person Performing Inspection: _____ Date: _____

Submit to: County of Monterey Traffic Engineer
Resource Management Agency – Public Works, Parks & Facilities
Traffic Section
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

ATTACHMENT J: EQUIPMENT REPLACEMENT COST ESTIMATE *

Item No.	Item Description	Unit Qty	Unit Price	Total Price
EQUIPMENT REPLACEMENT				
1	Installation of New, Fully Wired Cabinet			
2	Installation of New NEMA Type 2070 McCain Controller			
3	Major Upgrade of Existing Cabinet (excluding controller) such as painting, rewiring & auxiliary equipment upgrades			
4	Type II Service			
5	Detectors			
6	Signal Monitor Unit			
7	Operation and Certification Testing of New Cabinet and Controllers and Appurtenances (in accordance with State of California testing procedures)			
8	Conflict Monitor			
9	Emergency Vehicle Pre-emption devices			
10	LED Pedestrian Module Kits (countdown only)			
11	ADA compliant Pedestrian Push Buttons			
12	Pedestrian Push Button Signage			
13	APS Pedestrian Push Button			
14	Battery Back-Up Unit			
15	Replace Batteries, Per location			
16	Installation/Replacement of Traffic Signs on Poles or Mast Arms (sign cost not included)			
17	Replacement of 6' ISNS Panel			
18	Replacement of 8' ISNS Panel			
19	Replacement of Inoperable IISNS Housing Light			
20	Replacement of Inoperable Safety Light			
21	Replacement of County owned streetlight pole			
22	Replacement of County owned streetlight mast arm (single)			
23	Replacement of County owned streetlight mast arm (double)			
24	Replacement of County owned streetlight luminaire			
25	Radar Feedback Sign Assembly			
26	Flashing Beacon Assembly			
27	Signal Head			
28	Rapid Flashing Beacons			
29	Flashers on top of signs			
30	Blinker Signs			
EXTRAORDINARY MAINTENANCE				
A	Radar Feed Back Signs			
	LED Ball			
	Display Unit			
	Reprogram			
	Pole			
	Module			
B	Flashing Beacon			
	LED Ball			
	Module			
C	Rapid Rectangular Flashing Beacons			
	Flasher			
	Condition of Mounting Hardware			
D	LED Signs			
	Led Replacement			
	Flasher Module			

* This worksheet is to be used to estimate budgets.