

Attachment C

This page intentionally left blank.

AGREEMENT BETWEEN COUNTY OF MONTEREY AND CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC., hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP #10475 for **Traffic Signal & Lighting Maintenance Repair Services** for the County of Monterey RESOURCE MANAGEMENT AGENCY-PUBLIC WORKS, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10475 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10475. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFP #10475 dated July 3, 2014, including all attachments and exhibits

Addendum #1, dated July 24, 2014

Exhibit A: Scope of Work & Payment Provisions

Exhibit B: Bid Sheet/Pricing

Exhibit C: Monthly Routine Maintenance Locations

Exhibit D: Bimonthly Inspection Report

CONTRACTOR's Proposal dated July 30, 2014

- 1.2 These documents are on file with the Contracts/Purchasing Division.

- 1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP #10475, Addendum #1, Exhibit A: Scope of Work & Payment Provisions, Exhibit B: Bid Sheet/Pricing, Exhibit C: Monthly Routine Maintenance Locations, Exhibit D: Bimonthly Inspection Report, CONTRACTOR's Proposal, including all attachments and exhibits.
- 1.4 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.
- 1.5 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.
 - 1.5.1 CONTRACTOR shall maintain all licenses throughout the term of the AGREEMENT.
- 1.6 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.

2.0 SCOPE OF SERVICE

- 2.1 CONTRACTOR Minimum Work Performance Percentage:
CONTRACTOR shall perform, with his own organization contract work amounting to not less than 50 percent of the original total contract price.
 - 2.1.1 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 its organization.
- 2.2 In general, the work to be done consists of preventive maintenance, extra-ordinary maintenance and repair of traffic signal and lighting systems.
- 2.3 CONTRACTOR shall hold a current C-10 License issued by the California Contractors State Licensing Board.
- 2.4 CONTRACTOR shall possess all the equipment and qualified personnel necessary for

the testing and certification of new controller assemblies except for environmental testing.

3.0 TERM OF AGREEMENT

- 3.1 The term of the AGREEMENT will be for a period of three (3) years, upon execution of the AGREEMENT, with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
 - 3.1.1 County is not required to state a reason if it elects not to renew.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 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.
- 3.4 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.
- 3.5 The County's payments to CONTRACTOR under this Agreement are funded by local, state, and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying the Agreement.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the Scope of Work and Payment Provisions attached hereto as **Exhibit A** and pricing sheet attached hereto as **Exhibit B**, subject to the limitations set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the

sum of \$60,380.

- 4.2 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 4.4 Tax:
 - 4.4.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 4.4.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the **Resource Management Agency-Public Works** department at the following address:
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
- 5.2 CONTRACTOR shall reference the RFP #10475 on all invoices submitted to County. CONTRACTOR shall submit such invoices monthly. 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

- 7.1.1 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.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, 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.

7.2 Qualifying Insurers: All coverage, 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 Officer.

7.3 Insurance Coverage Requirements:

- 7.3.1 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:
- 7.3.1.1 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.

7.3.1.2 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.

7.3.1.3 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.

7.3.1.4 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 years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

7.4.1 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 years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

7.4.2 Each liability policy shall provide that 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 insured 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.

7.4.3 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.

7.4.4 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 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.

7.4.5 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.

8.0 RECORDS AND CONFIDENTIALITY

8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 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 states 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. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 10.2 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 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.
- 10.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR's services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 FORCE MAJEURE

- 13.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 13.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 13.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

14.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 14.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

15.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

- 15.1 Prevailing Wages: If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlst/DPreWageDetermination.htm>.

16.0 WARRANTY BY CONTRACTOR

- 16.1 CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

17.0 ACCESSIBILITY

- 17.1 CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

18.0 CLEANUP

- 18.1 During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by the COUNTY.
- 18.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

19.0 DAMAGE

- 19.1 The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

20.0 PROTECTION OF PUBLIC

- 20.1 CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

21.0 EMERGENCY SITUATIONS

- 21.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.
- 21.2 County expects emergency response times as described in **Exhibit A** and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

22.0 DRUG FREE WORKPLACE

- 22.1 CONTRACTOR and CONTRACTOR's employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the County department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

23.0 TIME OF ESSENCE

- 23.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

24.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

24.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

24.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25.0 NOTICES

25.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR's responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755.4990
FAX No.: (831) 755.4969
derm@co.monterey.ca.us

TO CONTRACTOR:

Cal-West Lighting & Signal Maintenance, Inc.
Craig H. Geis, Jr.
530 North Marburg Way
San Jose, CA 95133
Tel. No. (408) 923.1313
FAX No. (408) 923.1115
Cgeis@calwestlighting.com

26.0 LEGAL DISPUTES

- 26.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 26.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 26.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 26.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

27.0 MISCELLANEOUS PROVISIONS

- 27.1 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 27.2 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.
- 27.3 Contractor: The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees action on CONTRACTOR's behalf in the performance of this Agreement.
- 27.4 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.

- 27.5 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 27.6 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.
- 27.7 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.
- 27.8 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.
- 27.9 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.
- 27.10 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.
- 27.11 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.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

Debra Bayana
Contracts/Purchasing Officer
Debra Bayana, MS
Deputy Purchasing Agent
County of Monterey

Dated: 11/5/2014

Approved as to Fiscal Provisions:

[Signature]
Deputy Auditor/Controller

Dated: 11-4-14

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Cynthia L. Swann
Deputy County Counsel

Dated: 11-4-14

CONTRACTOR

By: [Signature]
Signature of Chair, President, or
Vice-President

Craig H. Geis Jr. - President
Printed Name and Title

Dated: October 22, 2014

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

Frank A. Garcia - Treasurer
Printed Name and Title

Dated: October 22, 2014

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.

EXHIBIT A: SCOPE OF WORK & PAYMENT PROVISIONS

OBSTRUCTIONS:

The CONTRACTOR shall telephone Underground Service Alert (U.S.A.) toll free at 1-800-642-2444 prior to performing any excavation. Utility locations shall be identified and field marked before excavating.

ROUTINE MAINTENANCE, Bid item 1:

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor, services and materials, and shall perform all work necessary to routinely and preventatively maintain in a workmanlike manner, traffic signal facilities and their respective electroliers, illuminated street name signs, and flashing beacons located at the various intersections attached as in **Exhibit C**. The work shall include providing service and preventive maintenance. All of said labor, services, materials, and equipment shall be furnished and said work performed and completed as an independent contractor. All work shall be subject to the inspection and approval of the County and its Engineer.

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

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

1. 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 extra-ordinary maintenance).
2. Vacuum cabinet, remove any foreign material, and clean or change air filters as needed.
3. Visually inspect controller service cabinets for proper operation including battery backup system.
4. Check timing of individual signal phases and interval timing circuits and adjust as necessary to comply with timing card.
5. 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.
6. 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
7. Visually check for missing or bent visors and back plates and turned signal heads.
8. Legibly record inspection date, time, work performed, name of Contractor's employee in controller cabinet on Contractor provided maintenance log sheets.
9. Send summary of monthly inspections with any recommendations to the County with details listed by intersection.

B. As part of routine maintenance the CONTRACTOR shall 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 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 shall 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 only will be paid as extra-ordinary maintenance. CONTRACTOR shall notify the 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.

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

D. All controller units, auxiliary equipment, and appurtenances such as detectors, transformers, BBS inverter units, batteries, timers and related items shall be serviced as recommended by the manufacturer.

E. The CONTRACTOR shall on an annual basis in September completely inspect & test the battery backup system (BBS) and batteries and the lithium battery in the controller's PROM module where applicable. The written report format and detail shall be pre-approved by the County. Results shall be sent to the County's Traffic Engineer within 15 calendar days of completion of the tests. Costs for lithium battery replacement shall be included as part of the CONTRACTOR's monthly intersection preventive maintenance billing. Replacement of the BBS batteries shall be an extra-ordinary work and requires prior approval in writing or e-mail from the Engineer. Batteries supplied shall be those approved by the manufacturer and the Traffic Engineer for the specific unit involved. Replaced batteries shall be delivered to the County for confirmation testing prior to disposal.

F. The following records shall be maintained by the CONTRACTOR covering traffic signal maintenance activities:

1. A record log is to be kept in the controller cabinet properly noting the time of the serviceman's regular monthly routine inspection and noting the time and description of all extraordinary maintenance and repairs.
2. Signal timing charts are to be kept by the County in each controller cabinet. Only the County shall authorize timing changes, except that the CONTRACTOR may make changes required on a temporary basis due to maintenance operation such as

when detectors fail. CONTRACTOR shall record the timing changes, date, time, and person making the change on the standard maintenance log sheet kept in the cabinet.

3. A duplicate record of all service calls, repairs, and pertinent data pertaining to each individual intersection is to be kept on file in the CONTRACTOR's office and available to the County upon request. CONTRACTOR shall send a status report on all intersections and other serviced locations to the County once each month of all service calls, repairs, and other pertinent data occurring the previous month.

G. Any maintenance operations found unsatisfactory, any equipment found not properly maintained, or any repair or extra work found necessary by the Traffic Engineer will be reported to the CONTRACTOR and confirmed in writing. Upon receipt of such report, the CONTRACTOR shall immediately make the necessary corrections and perform any work necessary to bring the system up to the prescribed standard. The CONTRACTOR shall submit a report to the Traffic Engineer indicating that the work covered by the Traffic Engineer's report has been completed, giving the date of completion of the work.

H. CONTRACTOR shall 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 shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD) as published and adopted by the California Department of Transportation.

I. CONTRACTOR shall promptly notify the 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.

J. Whenever it is necessary to close any traffic lane longer than 30 minutes to complete any portion of the work the CONTRACTOR shall notify the Traffic Engineer. The closure and time schedule shall be subject to the approval of the Traffic Engineer. Work creating excessive delays to critical traffic movements shall be scheduled during off peak traffic periods when possible. At least one traffic lane shall be kept open in each through direction at all times.

K. The CONTRACTOR shall maintain adequate storage and shop repair facilities to perform this contract, 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 shall be sufficient cause for the County to authorize repairs to be completed by others. Repetitive failure shall be sufficient cause for the County to cancel this agreement. The County reserves the right to furnish any materials to effect permanent repairs by the CONTRACTOR.

L. 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 answering service for the receiving of notification of inoperative traffic signals requiring emergency repairs or service at all times (7 days per week) other than the CONTRACTOR's normal business hours, whether such notification originates with the County, the California Highway Patrol, or any other party or person.

PAYMENT: The contract unit prices paid for Bid Item 1, Routine Maintenance, shall include full compensation for furnishing all tools, equipment, apparatus, facilities, labor, traffic control, flagging, services, and materials, and performing all work as described above and as necessary to routinely and preventively maintain in a workman like manner all traffic signal facilities location at the intersections listed in **Exhibit C**. No additional compensation shall be allowed therefore.

CONFLICT MONITOR TESTING, Bid Item 14:

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

PAYMENT: The contract price paid for Conflict Monitor Testing shall include full compensation for furnishing all labor, equipment, and materials and for annually testing and certifying the functionality of conflict monitor units and proper programming of the program card as described above. Payment shall be per the unit price bid for Bid Item 14, Conflict Monitor Testing, and no additional compensation shall be allowed therefore.

EXTRAORDINARY MAINTENANCE, Bid Items 2 through 13:

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 the CONTRACTOR or his agents so as to require repairs to or replacement of such equipment, or whenever the County deems it necessary to make changes in existing equipment or components, and the work is not covered under bid items 1 or 14, the work shall be deemed extra-ordinary maintenance. If the work exceeds \$250 or is not at locations listed on **Exhibit C**, the extra-ordinary work shall be performed only with the written or e-mail approval of the 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 Traffic Engineer cannot be reached, the temporary repair shall be implemented and the Traffic Engineer shall be notified of the repair within 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 shall only be allowed with the written or e-mail approval of the Traffic Engineer.

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

CONTRACTOR shall maintain a local telephone where CONTRACTOR's personnel can be reached 24 hours per day seven days per week. This telephone number is to be made available to all persons designated by the County. The CONTRACTOR shall make immediate emergency service calls 24 hours per day when called upon by County to do so and shall 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 shall be within one and one-half hours during the CONTRACTOR's regular business hours (minimum eight hour period) and two 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 shall respond to all direct calls for emergency traffic signal repair service from law enforcement officers if the location is on the County's list for routine maintenance, **Exhibit C** as amended from time to time.

The replacement of blacked-out LED lamp modules need not be on an emergency basis provided there are at least two indications still operative for the same traffic movement and direction of travel and at least one 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 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 the CONTRACTOR may be called upon from time to time by County to repair, replace or refurbish even though not listed in **Exhibit C**. Such additional work shall only be at the written or e-mail direction of the Traffic Engineer.

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

All vehicular and pedestrian signal heads shall be maintained with LED module lamps at all times including flashing beacons. All LED module lamps for vehicular signal faces shall conform to the Institute of Transportation Engineers' standards and Caltrans LED purchase specifications. LED modules shall be on Caltrans Qualified Product List (QPL) except for locations where countdown pedestrian heads are approved by the Traffic Engineer for installation. CONTRACTOR shall return all defective LED unit(s) to the County within four (4) business days for confirmation of being defective and for warranty replacement or disposal.

The County will send a Bimonthly Inspection Report (Exhibit D) of street lighting, illuminated street name signs, flashing beacons, etc. to the CONTRACTOR with instructions on what to repair. The CONTRACTOR shall proceed to make the requested repairs in an expeditious manner at regular contract rates (not overtime).

PAYMENT: The contract unit prices paid for bid items 2 through 13 shall include full compensation for furnishing all tools, equipment, apparatus, facilities, labor, services, flagging and traffic control, and materials, and performing all work as described above for extra-ordinary maintenance and no additional compensation shall be allowed therefore. Alternatively, the County may at its sole option request and approve a written lump sum quotation for specific detailed extra-ordinary work to be performed by the CONTRACTOR. Estimates of labor and equipment hours and actual material costs shall be provided as backup for any quotation provided. The County reserves the right to request quotations and award any extra-ordinary work to any contract.

ADDITIONS TO THE SYSTEM:

CONTRACTOR shall maintain additional traffic signals and appurtenant devices as they are installed and become a part of the maintenance requirements of the County at the same unit price, shown in Contract Bid Items. CONTRACTOR shall inspect additional electroliers, flashing beacons, and tunnel lighting as they are installed and become a part of the maintenance requirements of the County at the same unit price shown in Contract Bid Items. In the event that notification is made of a new installation at other than the beginning of the monthly period, the unit cost shall be pro-rated from the day that the CONTRACTOR is notified.

New signals, which are covered by manufacturer's material and workmanship warranty, shall be serviced and preventive maintenance shall be performed by the CONTRACTOR, as in all other installations on the signal system, except that where parts or material are or become defective during this warranty period, the CONTRACTOR shall notify the 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 the CONTRACTOR for the reduction in locations shall remain unchanged until less than 50 percent of either category of locations remains. If this reduction in maintenance needs occurs, the CONTRACTOR may request an increase in compensation. Should agreement not be reached as to the amount of increased compensation, the CONTRACTOR may terminate his agreement to provide maintenance and inspection services to the County within 30 days written notice to the Director of Public Works.

EXHIBIT B: BID SHEET/PRICING

TRAFFIC SIGNAL MAINTENANCE, 2014-15

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (in Figures)	ITEM TOTAL (in Figures)
1	TRAFFIC SIGNAL PREVENTIVE MAINTENANCE	EACH TRAFFIC SIGNAL LOCATION PER MONTH	300	50.00	\$ 15,000.00
2	EXTRAORDINARY MAINT., STRAIGHT, LEAD SIGNAL TECHNICIAN (Inside Wireman)	PER HOUR	50	85.00	\$ 4250.00
3	EXTRAORDINARY MAINT., STRAIGHT TIME, SIGNAL TECHNICIAN (Inside Wireman)	PER HOUR	90	85.00	\$ 7650.00
4	EXTRAORDINARY MAINT., STRAIGHT, LABORER	PER HOUR	90	50.00	\$ 4500.00
5	EXTRAORDINARY MAINT., OVERTIME, LEAD SIGNAL TECHNICIAN (Inside Wireman)	PER HOUR	15	150.00	\$ 2250.00
6	EXTRAORDINARY MAINT., OVERTIME, SIGNAL TECHNICIAN (Inside Wireman)	PER HOUR	30	150.00	\$ 4500.00
7	EXTRAORDINARY MAINT., OVERTIME, LABORER	PER HOUR	10	80.00	\$ 800.00
8	EXTRAORDINARY MAINT., STRAIGHT, INDUCTIVE LOOP INSTALLER	PER HOUR	12	50.00	\$ 600.00
9	SERVICE TRUCK, BUCKET	PER HOUR	160	15.00	\$ 2400.00
10	CRANE TRUCK	PER HOUR	12	15.00	\$ 180.00
11	AIR COMPRESSOR	PER HOUR	12	No Charge	\$ No Charge
12	CONCRETE SAW	PER HOUR	12	No Charge	\$ No Charge
13	MATERIAL COST	COST + MARKUP	0%	\$17,000.00	\$ 17,000.00
14	CONFLICT MONITOR TESTING	EA LOCATION	25	50.00	\$ 1250.00
				TOTAL BID	\$ 60,380

EXHIBIT C: MONTHLY ROUTINE MAINTENANCE LOCATIONS

County of Monterey (Currently 25 Locations)

TRAFFIC SIGNALS AND RESPECTIVE ELECTROLIERS FLASHING BEACONS, AND ILLUMINATED STREET NAME SIGNS

Traffic Signal Locations:

PAJARO

1. Porter Drive and San Juan Road (Signals)
2. Salinas Road and Pajaro School (Signals, 2 Flashing Beacons)
3. San Juan Road and Murphy Road (2 Flashing Beacons)

LAS LOMAS

1. Las Lomas Drive and Hall Road (Signals, 1 Radar Feedback Sign)

PRUNEDALE

1. San Miguel Canyon Road and Prunedale North Road (Signals)
2. San Miguel Canyon Road and Moro Road (Signals, 1 Flashing Beacon)
3. Hall Road and San Miguel Canyon Road (Signals)
4. Maher Road (1 Flashing Beacon)

SALINAS

1. Blanco Road and Davis Road (Signals, 4 Radar Feedback Signs)
2. Blanco Road and Alisal Street (Signals)
3. San Juan Grade Road and Russell Road (Signals)
4. Reservation Road and Inter-Garrison (Signals)
5. Reservation Road and East Garrison (Signals)
6. Reservation Road and Davis Road (Signals, 2 Flashing Beacons)
7. River Road and Las Palmas Road (Signals)
8. River Road and Las Palmas Parkway (Signals)

MARINA

1. Blanco Road and Reservation Road (Signals, 1 Flashing Beacon)
2. Blanco Road and Research Drive (Signals)

CARMEL VALLEY

1. Rio Road and Road "A" (Crossroads Shopping Center) (Signals)
2. Rio Road and Carmel Center Drive (Signals)
3. Carmel Rancho Blvd. and Carmel Rancho Shopping Center Driveway (Signals)
4. Carmel Valley Road and Carmel Rancho Blvd./Carmel Knolls Drive (Signals)
5. Carmel Valley Road and Carmel Middle School Driveway (Signals)

6. Carmel Valley Road and Via Mallorca (Signals)
7. Carmel Valley Road and Rancho San Carlos Road (Signals)

FUTURE LOCATIONS UPON ACCEPTANCE FROM CALTRANS

**TRAFFIC SIGNALS AND RESPECTIVE ELECTROLIERS
FLASHING BEACONS, AND ILLUMINATED STREET NAME SIGNS
(4 LOCATIONS)**

Traffic Signal Locations:

PRUNEDALE

1. Blackie Road and Prunedale South (Signals, Flashing Beacon)

SALINAS

1. Harrison and Sala Road (Signals)
2. Harrison and Russell Road (Signals)
3. Espinosa and Giannini Road (Signals)

EXHIBIT D: BIMONTHLY INSPECTION REPORT

County of Monterey Performed By County Personnel

Inspection Schedule: Jul 1-15 Sept 1-15 Nov 1-15
 Jan 1-15 Mar 1-15 May 1-15

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

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

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. Prunedale North Rd/San Miguel Canyon Road

Luminaires:

NE__ NW__ SW__ SE__

2. Moro Rd/San Miguel Canyon Road

Luminaires:

NE__ SW__

Flashing Beacon:

S/B__

Street Name Signs:

NE__ NW__ SW__

3. Hall Rd/San Miguel Cyn Rd

Luminaires

NW__ SE__ SW__

Flashing Beacons

W/B__ E/B__ N/B__

Street Name Signs

NE__ NW__ SE__

SALINAS

1. Russell Rd/San Juan Grade Road

Luminaires:

NE__ NW__ SW__ SE__

- Street Name Signs: NE___ SW___ SE___
2. Blanco Rd/Davis Road
Luminaires: NE___ NW___ SW___ SE___
Flashing Beacon: E/B (lt)___ (rt)___
Street Name Signs: NE___ NW___ SW___ SE___
3. Blanco Rd/West Alisal Street
Luminaires: N/W___ S/W___
4. Las Palmas Road/River Rd
Luminaires: NE___ SE___ SW___
Flashing beacon: NB___ SB (lt)___ (rt)___
Street Name Signs: NE___ SE___ SW___
5. Las Palmas Parkway/River Rd
Luminaires: NE___ SE___ SW___
Flashing beacon: NB___
Street Name Signs: NE___ SE___ SW___
6. Reservation Road/Davis Rd
Luminaires: NE___ SE___ SW___
Flashing beacon: EB___
Street Name Signs: NE___ SE___ SW___
7. Reservation Road/Inter-Garrison Rd
Luminaires: NE___ NW___ SE___ SW___
Flashing beacon: WB___
Street Name Signs: NE___ SE___ SW___
8. Reservation Road/East Garrison Rd
Luminaires: NE___ NW___ SE___ SW___
Flashing beacon: WB___
Street Name Signs: NE___ SE___ SW___

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 Rd/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 Rd/Road "A"
Luminaires: NE___ NW___ SW___ SE___
2. Rio Rd/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 Rd/Carmel Middle School Driveway
Luminaires: NE___ NW___ SW___ SE___
Flashing Beacon: W/B___
Street Name Signs: NW___ SE___
6. Carmel Valley Rd/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 Rd/Rancho San Carlos Rd
Luminaires: NW___ SE___
Flashing Beacon: E/B___ W/B___
Street Name Signs: NE___ NW___ SE___

FLASHING BEACONS INDEPENDENT OF TRAFFIC SIGNALS

- | | | Times of Operation |
|---|--------------------------|----------------------------------|
| 1. Carmel Valley Road near Country Club Drive: | E/B___ W/B___ | at all times |
| 2. Old Stage Road north of the City of Gonzales: | E/B___ S/B___ | at all times |
| 3. 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 |
| 4. Salinas Road at Pajaro Middle School: | N/B___ S/B___ | 7–8:30 am & 2:40 – 3:30pm |
| 5. San Juan Road at Murphy Curve: | W/B___ E/B___ | |
| 6. Maher Road between Echo Valley Rd & Tarpey Rd: | N/B___ S/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) ____

TUNNEL LIGHTING

1. Robinson Canyon Road at Carmel Valley Road (240v, 400 watt, must be inspected during day light hours when all lights are energized)

N/B #1 ____ #2 ____ #3 ____ #4 ____ #5 ____ #6 ____ #7 ____ #8 ____
#9 ____ #10 ____ #11 ____ #12 ____ #13 ____ #14 ____ #15 ____ #16 ____

FUTURE INTERSECTIONS TO BE ACCEPTED

1. Harrison at Sala Road
2. Harrison at Russell Road
3. Espinosa at Giannini Road

Signature of Person Performing Inspection

Date



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 03-30-2015

DO 3000 0000008656

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR Cal-West Lighting and Signal Maintenance Inc.

PO Box 612035

San Jose CA 95161

S H P T O
PUBLIC WRK
168 W. ALISAL ST.,
2ND FLOOR
SALINAS CA 93901

B I L T O
RMA FINANCE
168 W ALISAL STREET
2ND FLOOR
SALINAS CA 93901

VENDOR NUMBER: VS0000001521

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				PURCH DESC: Agreement (MYA 3000*1461) with Cal-West Lighting & Signal Maintenance, Inc. and the County of Monterey to provide traffic signal and lighting maintenance repair services (RFP#10475) for a period of three (3) years, upon execution of the Agreement, November 05, 2014, with the option to extend the Agreement for two (2) additional one (1) year periods, in the amount not to exceed \$60,380.00.			
				***Please note that of the \$60,380, only \$12,000 shall be encumbered in Fiscal Year (FY) 2014-2015. The remaining \$48,380 shall be encumbered in future FY. The term of this Delivery Order (DO) is from December 01, 2014 to June 30, 2015.			
1	0.0		96883	COMM LINE DESC: Traffic Signal Maint & Repair	.00	.00	12,000.00
				MSDS: Not Required			
			002 - 3000 - 8195 - RMA012 - 6321 -				12000.00

RECEIVED
DATE 4/6/15
Printed from Advantage

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 12,000.00

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:

FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. Ten

PRINT DATE: 04/06/15

COUNTY BUYER INFORMATION

TELEPHONE:

EMAIL:

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1