

Attachment B

COUNTY OF MONTEREY STANDARD AGREEMENT

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

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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 goods and/or services are generally described as follows:

Provide: Traffic signal and lighting maintenance and on-call repair services throughout the County of Monterey, Request for Proposals (RFP) #10915.

2.0 PAYMENT PROVISIONS:

2.01 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: \$ 500,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 1, 2025 to October 31, 2028, 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.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Incorporation of RFP #10915, Addendum No. 1 to RFP #10915 and Proposal

Documents, on file with the County of Monterey, Department of Public Works, Facilities and Parks (PWFP)

5.0 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.
- 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.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, 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 the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall 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. The County 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.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 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.

7.03 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 this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the 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 the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

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 the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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, 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 \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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, 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.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other 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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 always 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.

10.0 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.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 **NON-DISCRIMINATION:**

11.01 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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.

12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

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.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

13.01 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 as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

- 13.02 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.
- 13.03 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.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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.

15.0 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:
Chad Alinio, PE, Senior Civil Engineer	Robert Asuncion, TE
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901	1252 State Street Alviso, California 95002
Address	Address
(831) 755-4937	(408) 449-5178
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **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 services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.
- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.

- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE

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

COUNTY OF MONTEREY

By: _____

Chief Contracts & Procurement Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel

By:  Signed by: Mary Grace Perry, Deputy County Counsel
C83342707AC641A...
County Counsel

Date: 10/16/2025 | 9:04 AM PDT

Approved as to Fiscal Provisions

By:  Signed by: Patricia Ruiz
E79EF64E57454F6...
Auditor/Controller

Date: 10/16/2025 | 10:52 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Bear Electrical Solutions, LLC

By LLC Manager, MWE Buyer, Inc.

Contractor/Business Name *

By: _____

 Signed by: (Signature of Chair, President, or Vice-President)
808300B123154A5...

Lloyd Kuehn, President

Name and Title

Date: _____

10/15/2025 | 3:50 PM PDT

By: _____

 Signed by: (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
760FA37FB308479...

Charles Dowling, CFO

Name and Title

Date: _____

10/15/2025 | 5:41 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

¹Approval by the Office of the County Counsel is required.

²Approval by Auditor-Controller is required.

³Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc., hereinafter referred
to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall perform with their own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement not to exceed sum, 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's organization. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County.

The scope of work in general, consists of preventive maintenance and on-call repair of traffic signal and lighting systems in various locations throughout the County as listed in Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A and as directed by County Traffic Engineering Team. CONTRACTOR shall have sufficient equipment and experienced and qualified staff to provide services, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

CONTRACTOR's Business Hours and Response Time

CONTRACTOR must have capacity to perform immediate emergency service calls twenty-four (24) hours per day and seven (7) days per week (including holidays) to make temporary or permanent repairs to traffic signal or lighting equipment as directed by County when damage or malfunctions occur.

CONTRACTOR's regular business hours shall include the following at a minimum:
Monday through Friday, 8:00 a.m. to 5:00 p.m.

CONTRACTOR's response time must be within the following maximum guidelines:

During Regular Business Hours: Respond to and provide traffic signal and/or equipment services within a maximum of two (2) hours

After Regular Business Hours, Weekends or Holidays: Respond to and provide traffic signal and/or equipment services within a maximum of two (2) hours

CONTRACTOR shall provide a phone number where CONTRACTOR's personnel are available twenty-four (24) hours per day and seven (7) days per week to receive notification of County traffic signal, lighting and equipment repair needs and respond. Notifications may originate from County and the California Highway Patrol.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

In the event multiple calls are received simultaneously, CONTRACTOR shall service each location on a priority basis based upon assessment of public safety. CONTRACTOR shall 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 and/or lighting equipment repair service from law enforcement officers if the location is included in Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A, which may be amended from time to time to add or delete locations.

A.2 Preventative Maintenance and Testing

A list of all current equipment requiring monthly maintenance is included in Attachment B, All Traffic Signal and Lighting Maintenance Locations, within this Exhibit A. County Traffic Engineering Team shall provide CONTRACTOR with a subset of monthly maintenance locations in writing upon execution of the Agreement. The assigned monthly maintenance locations may be revised by County Traffic Engineering Team in writing as needed. CONTRACTOR shall conduct inspection, testing, record keeping, cleaning, repair, and replacement of all traffic signal equipment in locations as assigned by County Traffic Engineering Team to prevent or reduce the occurrence of potential malfunctions and extend the useful life of the equipment. All service, preventive maintenance, equipment, and materials shall be subject to the inspection and approval of County Traffic Engineering Team. Preventative, routine maintenance and testing of the County's traffic signal system, lighting, respective electroliers, illuminated street name signs, flashing beacons, and radar feedback signs shall include, but is not limited to, the following:

A.2.1 Monthly Inspections

On a monthly basis, CONTRACTOR shall inspect and maintain each traffic signal controller cabinet in locations assigned by County Traffic Engineering Team. Monthly maintenance and inspection by CONTRACTOR shall include but is not limited to the following:

- CONTRACTOR shall visually inspect for signs of pest or rodent infestation and take appropriate action to prevent damage to electrical system. (For billing purposes, inspection is considered routine maintenance, and treatment for infestation is considered repair service).
- CONTRACTOR shall vacuum cabinet, remove any foreign material, and clean or change air filters as needed.
- CONTRACTOR shall visually inspect controller service cabinets for proper operation including battery backup system and ventilation.
- CONTRACTOR shall verify timing of individual signal phases and interval timing circuits and adjust as necessary to comply with timing card.
- CONTRACTOR shall inspect and test pedestrian buttons, and detector units (video, loop, or micro-loop), interconnect communication between intersections where applicable, and make routine adjustments and/or repairs as necessary.
- CONTRACTOR shall visually inspect the operation of all signal head lamps (light emitting diode [LEDs]), pedestrian signal head lamps (LEDs), relays,

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

clocks, dials, switches, battery backup system, etc., and make routine adjustments and/or repairs as necessary.

- CONTRACTOR shall inspect equipment for missing or bent visors and back plates and turned signal heads and repair or replace equipment as needed.
- CONTRACTOR shall document the following on CONTRACTOR provided maintenance log sheets in controller cabinet: inspection date, time, work performed, name of CONTRACTOR's employee.
- CONTRACTOR shall email a summary of monthly inspections with any recommendations to County Traffic Engineering Team with details listed by intersection included as Attachment C, Monthly Checklist, included within this Exhibit A.

A.2.2 Spare Equipment

CONTRACTOR shall maintain adequate storage and shop repair facilities to perform work as outlined in 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 perform permanent repairs to the system within a ten (10) day period. Failure to perform permanent repairs within this time limit shall be sufficient cause for County to authorize another contractor to perform repairs. Repetitive failure to adhere to the time limit shall be sufficient cause for the County to terminate the Agreement.

CONTRACTOR shall keep and maintain a spare Type 170 controller with Type C Programmable Read Only Memory (PROM) module, Type 2070 controller, Model 206 24-volt DC power supply, and Model 210 conflict monitor. 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 of CONTRACTOR's 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.

A.2.3 Aging Equipment and Replacement

CONTRACTOR shall replace controllers as directed or as approved by County Traffic Engineering Team with McCain 2070 controllers compatible with existing intersection location as specified in Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A. Contractor shall replace Type 170 Controllers with McCain 2070 Controllers

A.2.4 LED Replacement, Servicing and Testing

CONTRACTOR shall replace all incandescent lamps in all signals based on an eighty percent (80%) depletion period. All incandescent lamps shall be replaced with LED modules. All LED modules in all signals shall be replaced when more than two percent (2%) of the LEDs have failed. CONTRACTOR shall only use standard LED

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

traffic signal modules approved by the State of California Department of Transportation (Caltrans).

A.2.5 All equipment (controller units, auxiliary equipment, and appurtenances such as detectors, transformers, battery backup system (BBS) inverter units, batteries, timers, and related items) must be serviced by CONTRACTOR as recommended by the manufacturer.

A.2.6 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 or a meter of equal quality annually. Testing must occur in April of each year unless a different month has been authorized in writing by the County Traffic Engineering Team. The inspection and testing results must be sent via email to the County Traffic Engineering Team within fifteen (15) calendar days of completion of the tests. CONTRACTOR shall list the locations and details of specific deficiencies and email a written report to the County Traffic Engineering Team with proposed costs to replace the modules. Module replacement must not occur until approved in writing by the County Traffic Engineering Team. While cleaning and testing of LED modules is routine maintenance, cost to replace LED modules is considered repair.

A.2.7 Battery Back Up/PROM Module Annual Testing

CONTRACTOR shall inspect and test the BBS and batteries and the lithium battery in the controller's PROM module on an annual basis in September and email a written report to County Traffic Engineering Team within fifteen (15) calendar days of test completion. The written report format and detail shall be pre-approved by County.

CONTRACTOR shall include costs for lithium battery replacement as part of CONTRACTOR's monthly preventive maintenance billing. CONTRACTOR shall replace BBS batteries every other year. BBS battery replacement is considered repair which requires prior written approval from County Traffic Engineering Team.

All batteries supplied/installed by CONTRACTOR shall be in accordance with equipment manufacturer's recommendation and approved by the County Traffic Engineering Team for the specific unit involved. CONTRACTOR SHALL CONDUCT CONFIRMATION TESTING OF REPLACED BATTERIES and appropriately dispose of the spent batteries. After replacement of BBS batteries, test results shall be emailed to County Traffic Engineering Team within fifteen (15) calendar days of test completion.

A.2.8 Conflict Monitor Testing

In June of each year, CONTRACTOR shall field test each conflict monitor for proper operation, check each program card for proper conflict monitoring, and provide a certifying report to County Traffic Engineering Team within fifteen (15) calendar days of test completion. The written report format and detail shall be pre-approved by County. CONTRACTOR shall test all intersections except those newly installed

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

within the last six (6) months. CONTRACTOR shall coordinate with County Traffic Engineering Team to resolve any doubt as to which locations shall be tested. CONTRACTOR shall replace or repair failed units as directed by County Traffic Engineering Team. If failed/defective units are under warranty, CONTRACTOR shall seek warranty replacement and provide notification and documentation to County Traffic Engineering Team so that the warranty may be exercised.

A.2.9 Unscheduled Traffic Signal Maintenance (Non-Emergency)

Unscheduled Traffic Signal Maintenance includes tasks not specifically included in Scheduled Traffic Signal Maintenance as noted in Attachment A, Pricing Schedule, included within this Exhibit A, that are not considered emergency in nature and are performed by CONTRACTOR as requested by County to ensure that all traffic signal systems and equipment operate safely and continuously in good working order. CONTRACTOR shall perform Unscheduled Traffic Signal Maintenance tasks on all maintenance sites as assigned by County Traffic Engineering Team in Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A or as directed by County's Traffic Engineering Team. 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 by County within the expertise of the CONTRACTOR

A.3 On-Call and Emergency Repair Services

Emergency Services shall be provided by CONTRACTOR on an on-call basis. County shall contact CONTRACTOR with regards to an emergency repair need, and CONTRACTOR shall respond within two (2) hours. CONTRACTOR shall repair signal malfunctions of any kind including but not limited to the following: result of damage, vandalism, or failure. All service, equipment, and materials shall be subject to the inspection and approval of County and the County Traffic Engineering Team. Total permanent replacement of any County traffic signal controller cabinet, electrical service cabinets, or mast arm signal poles will only be allowed with the written or e-mail approval of County Traffic Engineering Team.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall provide a written quote for all equipment and repair services that exceed \$1,000.00 for County's written approval prior to proceeding with repairs. If the repair exceeds \$1,000.00, and the need for the repair is before or after normal County business hours, and the County Traffic Engineering Team cannot be reached, CONTRACTOR shall implement a temporary repair, and the County Traffic Engineering Team must be notified of the repair within twenty-four (24) hours or the next business day if the repair is on a weekend.

Claims for traffic signal, lighting system and or equipment repair over \$1,000.00 and not of an emergency nature, which have not been authorized by County Traffic Engineering Team, will be rejected.

A.3.1 CONTRACTOR must provide backup documentation for any claim regardless of the dollar amount to County Traffic Engineering Team within three (3) business days of correspondence.

A.3.2 In the event of substantial collision damage to any part of a traffic signal, lighting system, and or equipment, CONTRACTOR shall transport all damaged parts to a County designated location for evaluation and photographic documentation for future cost recovery.

A.3.3 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.

A.3.4 County shall send a Monthly Inspection Report (Attachment D, Monthly Inspections, included within this Exhibit A) of street lighting, illuminated street name signs, flashing beacons, etc. to CONTRACTOR with instructions regarding what to repair. CONTRACTOR must make the requested repairs in an expeditious manner at regular rates (not overtime).

A.3.5 Whenever any equipment or system component in any system assigned to CONTRACTOR malfunctions, is damaged, or has deteriorated as a result of causes other than the negligence of CONTRACTOR or CONTRACTOR's 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 Attachment A, Pricing Schedule, included within this Exhibit A. If the work exceeds \$1,000.00 or is not at locations listed on Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A, the repair work must be performed only with the written or e-mail approval of County Traffic Engineering Team prior to any material orders or any work being performed.

A.4 Additions and Deletions to the System

Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A may be edited by County from time to time to add or delete listed locations.

A.4.1 Additions to the System

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall maintain additional traffic signals and appurtenant device locations as they are installed and become a part of the maintenance requirements of County and in accordance with manufacturer's recommendations including but not limited to additional electroliers, flashing beacons, radar feedback signs, rectangular rapid flashing beacons and tunnel lighting. CONTRACTOR shall provide maintenance of additions at the same unit price shown in Attachment A, Pricing Schedule, included within this Exhibit A. All additions shall be pro-rated from the day that CONTRACTOR is notified.

CONTRACTOR shall service and maintain new signals as assigned by County Traffic Engineering Team, which are covered by manufacturer's material and workmanship warranty in accordance with manufacturer's specifications. If parts or material become defective during the warranty period, CONTRACTOR shall seek warranty replacement and provide notification and documentation to County Traffic Engineering Team so that the warranty may be exercised.

A.4.2 Deletions to the System

County may modify or delete traffic signal, lighting and equipment locations and monthly 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 the Agreement to provide maintenance and inspection services to County within thirty (30) days written notice to the County.

Attachment A, Pricing Schedule, included within this Exhibit A is inclusive of all costs to service locations shown in the following attachments included within this Exhibit A: Attachment B, All Traffic Signal and Lighting Locations, and services outlined in Attachment C, Monthly Checklist, and Attachment D, Monthly Inspections.

A.5 Traffic Control

CONTRACTOR shall conduct operations to cause the least possible obstruction and inconvenience to public traffic. CONTRACTOR shall provide traffic control (including flags, signs, flashing lights, and barricades) as may be required to safely perform work and to ensure public and field crew safety when repairs are being performed on or near the roadway. All signs and devices used shall conform to the current California Manual on Uniform Traffic Control Devices (MUTCD) as published and adopted by Caltrans.

A.5.1 Maintaining Traffic

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Lane closures must conform to the provisions in the IAW California MUTCD 2014 Revision 9 ,**Chapter 6 Temporary Traffic Control**. 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 shall be placed an adequate distance from work area in conformance with MUTCD prior to commencing work.

A.5.2 Traffic Control System for Lane Closure

CONTRACTOR shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and take precautions to cause the least possible impact to traffic while maintaining public safety. Lane closures will not 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. (peak traffic hours) unless an emergency exists, and such closure is necessary to safeguard the traveling public. A traffic control system shall consist of closing traffic lane(s) in accordance with Chapter 6, Temporary Traffic Control of CAMUTCD 2014 Revision 9.

A.5.3 Whenever it is necessary to close any traffic lane longer than thirty (30) minutes to complete any portion of the work, CONTRACTOR shall notify County Traffic Engineering Team. The closure and time schedule must be subject to the approval of the County Traffic Engineering Team. CONTRACTOR shall schedule work creating excessive delays to critical traffic movements during off peak traffic periods when possible. At least one (1) traffic lane must be kept open in each direction at all times.

A.6 Records/Reporting

The following records shall be maintained by CONTRACTOR to document traffic signal maintenance activities:

A.6.1 County shall maintain a log with Signal Timing Charts in each controller cabinet. County Traffic Engineering Team must authorize all timing changes. 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 and provide a copy to the County Traffic Engineering Team via email.

A.6.2 CONTRACTOR shall maintain a duplicate record of all service calls, repairs, and pertinent data pertaining to each individual intersection on file in CONTRACTOR's office and available to County upon request.

A.6.3 CONTRACTOR must send a status report on all intersections and other serviced locations to County Traffic Engineering Team once each month. Report shall include all service calls, repairs, and other pertinent data occurring the previous month.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

A.7 Unsatisfactory Work

A.7.1 Any maintenance operations found unsatisfactory, any equipment found not properly maintained, or any repair or extra work found necessary by the County Traffic Engineering Team 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. Upon completion of requested repair services, CONTRACTOR must submit a report to the County Traffic Engineering Team confirming the requested service has been completed, and the date the requested service was completed.

A.8 Compensation

Compensation for traffic signal maintenance and repair services shall be in accordance with the unit prices shown on the Attachment A, Pricing Schedule, included within this Exhibit A. Attachment A, Pricing Schedule, is inclusive of all materials, equipment, labor, mobilization and traffic controls necessary to perform all work as outlined in this Agreement.

County reserves the right to secure competitive bids to perform repairs or changes on any system exceeding \$250.00.

For billing purposes, providing and installing new equipment shall be considered repair.

A.9 Additional Provisions

All work performed by CONTRACTOR shall be subject to the inspection and approval by County and County Traffic Engineering Team.

CONTRACTOR shall perform all maintenance and repair work in conformance with the manufacturer's recommendation.

Independent tasks and projects shall be provided on an on-call basis. County shall contact CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost.

County reserves the right to furnish any materials to perform permanent repairs.

CONTRACTOR shall promptly notify the County Traffic Engineering Team of the disablement of any piece of equipment on any system due to an accident or other causes, including but not limited to the following: 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.

CONTRACTOR shall provide response service twenty-four (24) hours per day, seven (7) days per week 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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

listed on Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A. Such additional work must only be at the written or e-mail direction of the County Traffic Engineering Team.

CONTRACTOR shall dispose of damaged parts only upon completion of all related actions and approval by County.

CONTRACTOR shall maintain all vehicular and pedestrian signal heads with LED module lamps at all times including flashing beacons.

CONTRACTOR must notify County Traffic Engineering Team 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.

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 Engineering Team for installation. If failed/defective units are under warranty, CONTRACTOR shall provide notification and documentation to County Traffic Engineering Team so that the warranty may be exercised. 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.

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

CONTRACTOR must contact Underground Service Alert (U.S.A.) to identify and mark all utility locations prior to performing any excavation work.

Construction Area Signs:

Construction area signs must be furnished, installed, maintained, and removed by CONTRACTOR when no longer required.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$ 500,000.00**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on rates listed in Attachment A, Pricing Schedule, included within this Exhibit A.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000.00).

Under California Labor Code sections 1720 et seq., a contract for some or all the work contemplated by this Agreement may be considered a public work. 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/public-works/prevailing-wage.html>

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS
ATTACHMENT A - PRICING SCHEDULE

PRICING SCHEDULE				
ITEM NO.	COUNTY OF MONTEREY TRAFFIC EQUIPMENT LIST	2025	2026	2027
	TRAFFIC SIGNALS WITHIN COMMUNITIES	Per Month/Per Year Cost	Per Month/Per Year Cost	Per Month/Per Year Cost
	CARMEL VALLEY			
1	Rio Road/Road "A"			
	Luminaires: NE/NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
2	Rio Road/Carmel Center Place			
	Luminaires: NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
3	Carmel Rancho Blvd/Carmel Rancho Shopping Center Driveways			
	Luminaires: NE/NW/SW/SE; Street Name Signs: NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
4	Carmel Valley Road/Carmel Rancho Blvd./Carmel Knolls Drive			
	Luminaires: NE/NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
5	Carmel Valley Road/Carmel Middle School Driveway			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
6	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	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
7	Carmel Valley Road/Rancho San Carlos Road			
	Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	LAS LOMAS			
8	Hall Road/Las Lomas Drive			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB/EB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	PAJARO			
9	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	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
10	Salinas Road/Pajaro School Driveway			
	Luminaires: NE/SW; Street Name Signs (LED): NE/SW	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	PRUNEDALE			
11	Blackie Road/Prunedale South Road			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: SB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
12	San Miguel Canyon Road/Prunedale North Road			
	Luminaires: NE/NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
13	San Miguel Canyon Road/Moro Road			
	Luminaires: NE/SW; □ Flashing Beacon: S/B; □ Street Name Signs: NE/NW/SW □	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
14	San Miguel Canyon Road/Hall Road			
	Luminaires: NW/SE/SW; □ Flashing Beacons: WB/EB/NB; □ Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	SALINAS			
15	Blanco Road/Davis Road			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: EB(lt)/EB(rt); Street Name Signs: NE/NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
16	Blanco Road/West Alisal Street			

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)
Department of Public Works, Facilities and Parks

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS
ATTACHMENT A - PRICING SCHEDULE

	Luminaires: NW/SW	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
17	Harrison Road/Sala Road			
	Luminaires: NW/SE; Flashing Beacon: EB/WB); Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
18	Harrison Road/Russell Road			
	Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
19	Espinosa Road/Christensen Road			
	Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
20	Las Palmas Road/River Road			
	Luminaires: NE/SW/SE; Flashing Beacon: NB/SB(lt)/SB(rt); Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
21	Las Palmas Parkway/River Road			
	Luminaires: NE/SW/SE; Flashing Beacon: NB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
22	Reservation Road/Davis Road			
	Luminaires: NE/SW/SE; Flashing Beacon: EB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
23	Reservation Road/Inter-Garrison Road			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
24	Reservation Road/East Garrison Road			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
25	Reservation Road/Watkins Gate Road			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
26	Russell Road/San Juan Grade Road			
	Luminaires: NE/NW/SW/SE; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
27	Russell Road/Van Buren Avenue			
	Luminaires: NE(lt)/NE(rt)/NW/SW/SE; Street Name Signs: NE/NW/SE/SW	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	MARINA			
28	Blanco Road/Research Drive			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: SB(lt)/SB(rt); Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
29	Blanco Road/Reservation Road			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: First/Second; Street Name Signs: NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	SUBTOTAL 29:	\$2,900/\$34,000	\$2,987/\$35,844	\$3,074/\$36,888
	FUTURE TRAFFIC SIGNALS			
1	Constitution Boulevard/Natividad Hospital Driveway	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	SUBTOTAL 1:	\$100/\$1,200	\$103/\$1,236	\$106/\$1,272
	FLASHING BEACONS (INDEPENDENT)			
1	Carmel Valley Road near Country Club Drive			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.44/ \$509.23
2	Carmel Valley Road e/o Boronda Road			
	<u>EB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.44/ \$509.23

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)
Department of Public Works, Facilities and Parks

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS
ATTACHMENT A - PRICING SCHEDULE

3	Castroville Boulevard e/o Elkhorn Road			
	<u>WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
4	Castroville Boulevard near Paradise Road			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
5	Dolan Road w/o Castroville Boulevard			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
6	Old Stage Road north of the City of Gonzales			
	<u>SB/EB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
7	Carmel Valley Road 500 ft north of Valley Greens Drive on the south side			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
8	River Road (3) between Gonzales River Road			
	<u>NB/SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
9	Russell Road between SH 101 & San Juan Grade Road			
	<u>EB(lt)/EB(rt)/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
10	Maher Road between Echo Valley Road & Tarpey Road			
	<u>NB/SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
11	Salinas Road/Pajaro Middle School			
	<u>NB/SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
12	Salinas Road/Bishop Street Crosswalk			
	<u>NB/SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
13	San Juan Road/Murphy Curve			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.20/ \$494.40	\$42.00/ \$504.00
14	Sandholt Road 500 ft from Moss Landing Labs			
	<u>WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
15	Harkins Road between City of Salinas Limits and Hunter Lane (2)			
	<u>SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
	SUBTOTAL 15:	\$600/\$7,200	\$615/\$7,380	\$630/\$7,560
	LUMINAIRES (Independent of Traffic Signals)			
1	Davis Road over crossing of State Highway 183			
	Luminaires: NB1/NB2/NB3/SB1/SB2/SB3	\$12.00/ \$144.00	\$12.30/ \$147.60	\$12.60/ \$151.20
2	Salinas Road/Elkhorn Road			
	Luminaire: West side of roadway	\$2.00/ \$24.00	\$2.06/ \$24.72	\$2.10/ \$25.20
3	Jensen Road/Hilltop Road			
	Luminaire: South side of roadway	\$2.00/ \$24.00	\$2.06/ \$24.72	\$2.10/ \$25.20
4	Prunedale South Road/Reese Circle			
	Luminaire: East side of roadway	\$2.00/ \$24.00	\$2.06/ \$24.72	\$2.10/ \$25.20
5	Streetlights of Pajaro - Lewis Rd -Railroad-Bishop Street Neighborhood - Solar	\$2.00/\$24.00	\$2.06/\$24.72	\$2.10/\$25.20
6	Streetlights of San Lucas - Entire Neighborhood - (30) Solar	\$60.00/\$720.00	\$61.00/\$732.00	\$62.00/\$744.00
7	Castroville Blvd at Elkhorn Rd - Solar (2)	\$2.00/\$24.00	\$2.06/\$24.72	\$2.10/\$25.20

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)
Department of Public Works, Facilities and Parks

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS
ATTACHMENT A - PRICING SCHEDULE

	SUBTOTAL 7:	\$82.00/\$984.00	\$83.60/\$1003.20	\$85.10/\$1,021.20
	RADAR FEED BACK SIGNS			
<u>1</u>	Blanco Road between Davis Road and Reservation Road (4)			
	NB1/NB2/SB1/SB2	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>2</u>	Blohm Ave between Aromas Road and Marcus Street (1)			
	EB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>3</u>	Carpenteria Road			
	SB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>4</u>	Castroville Blvd e/o Elkhorn Road			
	WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>5</u>	Charter Oak Boulevard w/o Cathedral Oak Road (in Oak Hills) (1)			
	WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>6</u>	Crazy Horse Canyon Road between Dump Road and San Juan Grade Road (1)			
	EB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>3</u>	Las Lomas Drive between Hall Road and Overpass Road (1)			
	SB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>7</u>	Lewis Road between Salinas Road and Hayes Rd (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>8</u>	Portola Road by School			
	EB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>9</u>	Portola Road by Davenport Dr			
	WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>10</u>	Railroad Ave between Allison Road and Salinas Road (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>11</u>	San Juan Road between Allison Road and Salinas Road (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>12</u>	San Juan Road/Murphy Road (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>13</u>	San Juan Road between San Miguel Canyon Rd and Aromas Road (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>14</u>	STATE ROUTE 156 (between HWY 101 and HWY 1) (2 Radarfeedback signs)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>15</u>	Watkins Gate Rd (2)			
	NB/SB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>16</u>	West Camp Street (2)			
	NB/SB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
	SUBTOTAL 16:	\$680/\$8,160	\$697/\$8,364	\$714/\$8,568

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)
Department of Public Works, Facilities and Parks

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS
ATTACHMENT A - PRICING SCHEDULE

	RECTANGULAR RAPID FLASHING BEACONS (RRFB)			
1	Carmel Valley Road at Chambers Lane	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
2	Carmel Valley Road at Village Drive	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
3	Castroville Boulevard/Collins Road	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
4	Castroville Boulevard/Elkhorn Rd	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
5	Merritt Street (SR183)/Crane Street	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
6	Ocean Road at Hatton Road (Carmel)	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
7	Rio Road/Via Nona Marie	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
8	Rogge Road/Bollenbacher Drive	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
9	San Juan Road at Salinas Road (Pajaro)	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
10	Salinas Road/Bishop Street (Pajaro Catholic Church Crossing)	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
11	Sandholt Road 500 ft from Moss Landing Labs	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
	SUBTOTAL 11:	\$440/\$5,280	\$451/\$5,412	\$462/\$5,544
	SCHOOL FLASHING BEACONS			
1	Russell Road at Van Buren Ave Salinas	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
2	Pesante Road at Prunedale Elementary School	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
3	Carpenteria Road between Aromas Road and Blohm Ave Aromas	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
4	Foothill Road for Mission School	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
5	Salinas Road at Pajaro Middle School	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
6	San Benancio Middle School on San Benancio Road	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
	SUBTOTAL 6:	\$240/\$2,880	\$246/\$2,952	\$252/\$3,024
	TUNNEL LIGHTING & BRIDGE LIGHTING			
1	Carmel Valley Road at State Highway 1 Bike Tunnel			
	Luminaires:	\$24.00/ \$288.00	\$24.70/ \$296.40	\$25.00/ \$305.00
2	Castroville Pedestrian/Bike bridge			
	Luminaires: NB Bridge side 1/2/3/4/5/6 /SB Bridge side 7/8/9/10/11/12 and Bridge Lights	\$24.00/ \$288.00	\$24.70/ \$296.40	\$25.00/ \$305.00
3	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	\$24.00/ \$288.00	\$24.70/ \$296.40	\$25.00/ \$305.00
5	Robinson Canyon Road/Carmel Valley Road Tunnel			

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)
Department of Public Works, Facilities and Parks

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS
ATTACHMENT A - PRICING SCHEDULE

	NB 1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16	\$32.00/ \$384.00	\$32.90/ \$394.80	\$33.00/ \$396.00
	SUBTOTAL 4:	\$104/\$1,248	\$107/\$1,284	\$108/\$1,296
	MAINTENANCE HOURLY RATE			
1	STRAIGHT TIME, LEAD SIGNAL TECHNICIAN (Inside Wireman)	\$145.00	\$149.00	\$153.00
2	STRAIGHT TIME, SIGNAL TECHNICIAN (Inside Wireman)	\$135.00	\$139.00	\$143.00
3	STRAIGHT TIME, LABORER	\$105.00	\$110.00	\$112.00
4	STRAIGHT TIME, INDUCTIVE LOOP INSTALLER (1 loop)	\$750.00	\$750.00	\$750.00
5	SERVICE TRUCK, BUCKET	\$40.00	\$40.00	\$40.00
6	CRANE TRUCK	\$65.00	\$65.00	\$65.00
7	AIR COMPRESSOR	\$15.00	\$15.00	\$15.00
8	CONCRETE SAW	\$15.00	\$15.00	\$15.00
9	MATERIAL COST	15%	15%	15%
	SUBTOTAL 9:	\$1,270	\$1,283	\$1,293
	ON-CALL REPAIR HOURLY RATE			
1	ON-CALL MAINTENANCE, LEAD SIGNAL TECHNICIAN (Inside Wireman)	\$245.00	\$252.00	\$259.00
2	ON-CALL MAINTENANCE, SIGNAL TECHNICIAN (Inside Wireman)	\$235.00	\$242.00	\$250.00
3	ON-CALL MAINTENANCE, LABORER	\$143.00	\$147.00	\$150.00
4	ON-CALL MAINTENANCE, INDUCTIVE LOOP INSTALLER (1 loop)	\$750.00	\$750.00	\$750.00
	SUBTOTAL 4:	\$1,373	\$1,391	\$1,409
	TESTING WHEN REQUESTED			
1	Cabinets - 332 Cabinet, BBS Cabinets, Service Panels of any type	\$1,245.00	\$1,245.00	\$1,245.00
2	Controllers - 170E or 2070 Controller Units	\$625.00	\$625.00	\$625.00
3	Detection Equipment - Cameras, Loops, Video, Radar	\$625.00	\$625.00	\$625.00
4	Battery Backup System (BBS) - Batteries, Cabinets, Software, Controllers	\$625.00	\$625.00	\$625.00
5	Software - Internal Cabinet Equipment Software Upgrades	\$625.00	\$625.00	\$625.00
6	Safety Lighting and Signs - Illuminated Signs, RRFB, School Flashers, Radarfeedbacks, Tunnel Lights - knockdowns, vandalism, outages	\$625.00	\$625.00	\$625.00
7	Signals - Outages, Knockdowns, Timing adjustments	\$625.00	\$625.00	\$625.00
	SUBTOTAL 7:	\$4,995	\$4,995	\$4,995
	TRAFFIC SIGNAL MAINTENANCE GRAND TOTAL:	\$12,784.00/ \$61,752.00	\$12,958.60/ \$63,475.20	\$13,128.10/ \$65,173.20

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)
Department of Public Works, Facilities and Parks

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT B: ALL TRAFFIC SIGNAL AND LIGHTING MAINTENANCE LOCATIONS

County Traffic Engineering Team shall provide CONTRACTOR with a list of equipment locations that require monthly maintenance.

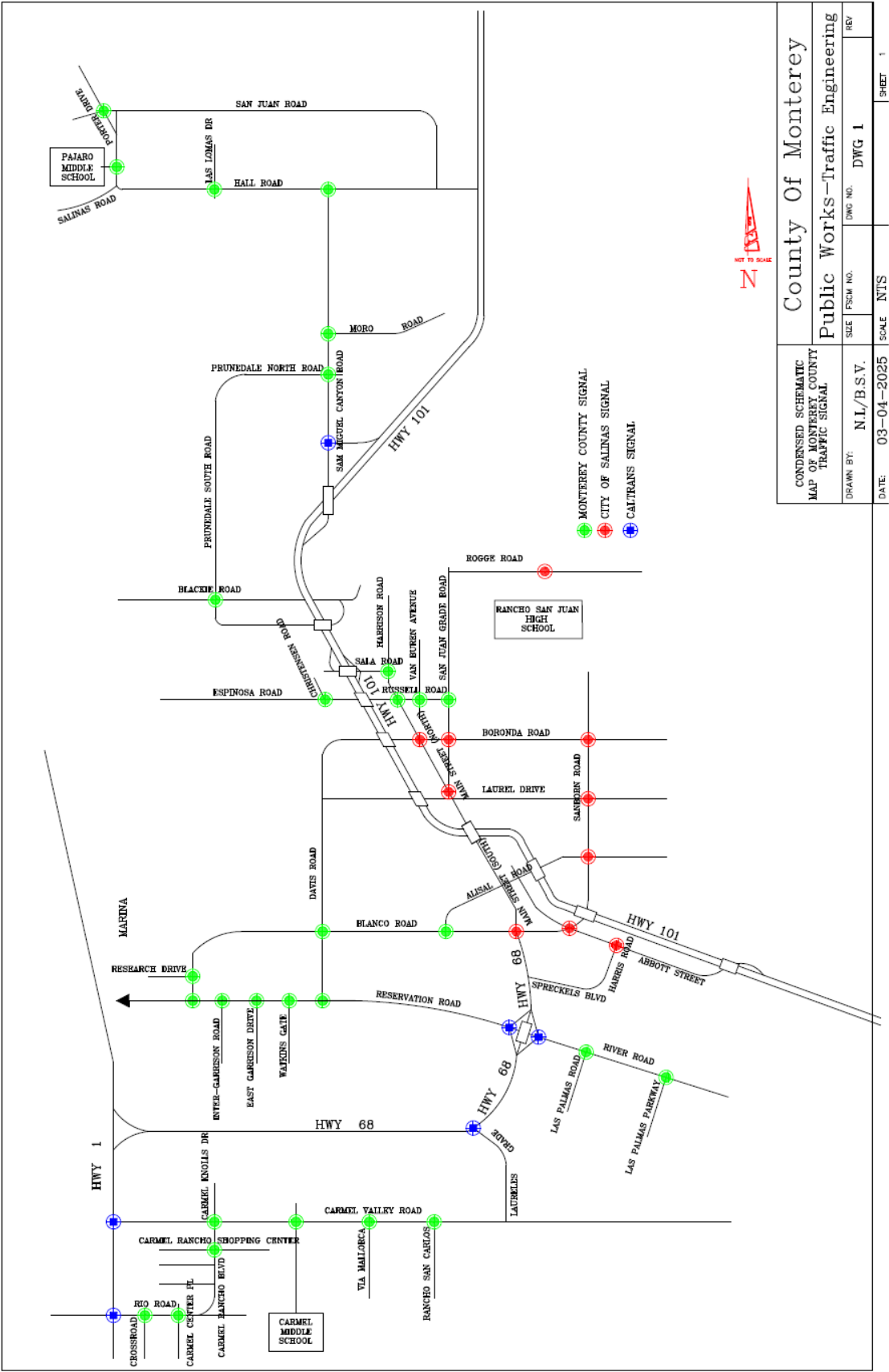


EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**ATTACHMENT C: MONTHLY CHECKLIST**

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: _____
 (Print Name)

Signature: _____

ATTACHMENT D: MONTHLY INSPECTIONS

COUNTY OF MONTEREY
MONTHLY ROUTINE MAINTENANCE LOCATIONS

(07/18/2025)

County Traffic Engineering Team shall provide a list of equipment locations requiring monthly maintenance to CONTRACTOR

TRAFFIC SIGNALS AND RESPECTIVE ELECTROLIERS, FLASHING BEACONS,
 RECTANGULAR RAPID FLASHING BEACONS (RRFB), AND ILLUMINATED STREET
 NAME SIGNS, STREETLIGHTS, BRIDGE LIGHTS, TUNNEL LIGHTS

Traffic Equipment Locations by Community
 (GIS Maps to be Provided)

AROMAS

Blohm Avenue	(Radar Feedback Sign)
Carpenteria Road	(Radar Feedback Sign)
San Juan Road and Murphy Road	(2 Flashing Beacons)
	(2 Radar Feedback Sign)

CASTROVILLE

Castroville Blvd at Elkhorn Road	(RRFB)
Castroville Blvd e/o Elkhorn	(Radar Feedback sign)
	(2 Solar Power Streetlights)
Merritt Street at Crane Street (Post Office)	(RRFB)

CARMEL VALLEY

Carmel Rancho Blvd. and Carmel Rancho Shopping Center Driveway	(Signal)
Carmel Valley Road and Carmel Rancho Blvd./Carmel Knolls Drive	(Signal)
Carmel Valley Road and Carmel Middle School Driveway	(Signal)
Carmel Valley Road and Rancho San Carlos Road	(Signal)
Carmel Valley Road 200ft west of Valley Greens Dr	(Flasher on Int Ahead Sign)
Carmel Valley Road and Via Mallorca	(Signal)
Carmel Valley Road and Boronda Road	(Int Conflict Warning Beacon)
Carmel Valley Road and Village Drive	(RRFB)
Carmel Valley Road and Chambers Lane	(RRFB)
Carmel Valley Road e/o State HWY 1	(Tunnel Lights)
Laureles Grade near Tierra Grande	(Int Warning Beacon)
Rio Road and Road "A" (Crossroads Shopping Center)	(Signal)
Rio Road and Carmel Center Drive	(Signal)
Ocean Avenue and Hatton Road	(RRFB)
Rio Road and Via Nona Marie	(RRFB)
Robinson Canyon Road Tunnel	(Tunnel Lights)

LAS LOMAS

Las Lomas Drive and Hall Road	(Signals)
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EXHIBIT A - SCHEDULE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT D: MONTHLY INSPECTIONS

MOSS LANDING

Sandholdt Road	(RRFB)
Sandholdt Road Bridge	(Crosswalk Ahead Flasher)
Sandholdt Bridge	(Bridge Lighting)

PAJARO

Bishop/Cayetano Street Neighborhood	(Solar Powered Streetlights)
Lewis Road between Salinas Rd and Hayes Rd	(2 Radar Feedback Signs)
Lewis Road between Salinas Rd and Hayes Rd	(2 Solar Powered Streetlights)
Jensen Road at Hilltop Road	(2 Tapco Flashing Signs)
Porter Drive and San Juan Road	(Signal)
Railroad Ave between Salinas Rd and Allison Rd	(2 Radar Feedback Signs)
Railroad Ave between Salinas Rd and Allison Rd	(3 Solar Powered Streetlights)
Salinas Road and Pajaro School	(Signal)
Salinas Road and Pajaro School	(2 School Zone Beacons)
Salinas Road and Bishop Street	(Overhead RRFB)
Salinas Road East of Werner Rd	(Flasher on Cross Traffic Sign)
Salinas Road West of Fruitland Rd	(Flasher on Cross Traffic Sign)
San Juan Road and Murphy Road 200 ft EB/WB	(2 Radar Feedback Signs)
San Juan Road between Allison Rd and Salinas Rd	(2 Radar Feedback Signs)

PRUNEDALE

Blackie Road and Prunedale South	(Signal)
Castroville Blvd at Ped Bridge	(RRFB School)
Castroville Blvd before HWY 156	(Ped Bridge Lighting)
Castroville Blvd at Elkhorn Rd	(2 Solar Luminaires)
Castroville Blvd 200 ft S of Xwalk	(Crosswalk Ahead Flasher)
Castroville Blvd 200 ft N of Xwalk	(Crosswalk Ahead Flasher)
Castroville Blvd at Elkhorn Rd	(RRFB School)
Castroville Blvd e/o Elkhorn Rd	(Radar Feedback Sign)
Charter Oak Blvd S of Cathedral Oak Dr	(Radar Feedback Sign)
Crazy Horse Road by Don Chapin Dwy	(Radar Feedback Sign)
Dolan Road EB w/o Castroville Blvd	(Int Ahead Flashing Beacon)
Hall Road and San Miguel Canyon Road	(Signal)
HWY 156 SWB before Oak Hills Dr	(Radar Feedback Sign)
HWY 156 NEB before Cathedral Oak Dr	(Radar Feedback Sign)
Maher Road	(Flashing Beacon)
San Miguel Canyon Road and Prunedale North Road	(Signal)
San Miguel Canyon Road and Moro Road	(Signal)
San Miguel Canyon Road and Strawberry Road	(Flashing Beacon)

SALINAS

Abbott Street and Harris Road	(Signal)
Blanco Road and Davis Road	(Signal)
Blanco Road EB/WB	(4 Radar Feedback Signs)
Blanco Road and Alisal Street	(Signal)
Christiansen Road 500 ft before Espinosa Road	(Signal Ahead Flashers)

EXHIBIT A - SCHEDULE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT D: MONTHLY INSPECTIONS

Espinosa Road and Christiansen Road	(Signal)
Harrison Road and Sala Road	(Signal)
Harrison Road and Russell Road	(Signal)
Harkins Rd before Hunter Lane	(2 Solar Flashing Beacons)
Portola Road by School	(Radar Feedback Sign)
Portola Road and Davenport Street	(Radar Feedback Sign)
Old Stage Road 1.6 Mi NE Associated Lane	(Curve Warning Beacons)
Reservation Road and Inter-Garrison Road	(Signal)
Reservation Road and East Garrison Road	(Signal)
Reservation Road EB before East Garrison Road	(Signal On Beacon)
Reservation Road EB before East Garrison Road	(Signal Ahead Beacon)
Reservation Road and Davis Road	(Signal)
Reservation Road and Davis Road	(2 Signal Ahead Beacons)
River Road north of Gonzales River Road	(3 Flashing Beacons)
River Road and Las Palmas Road	(Signal)
River Road and Las Palmas Parkway	(Signal)
Rogge Road at Bollenbacher Road	(RRFB) School
San Juan Grade Road and Russell Road	(Signal)

MARINA

Blanco Road and Reservation Road	(Signal)
Blanco Road and Research Drive	(Signal)
Watkins Gate Road	(Radar Speed feedback (2 Signs))
West Camp Street	(Radar Speed feedback (2 Signs))

SAN LUCAS

Various Locations (Map)	(30 Solar Powered Streetlights)
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SOUTH COUNTY

Old Stage Road e/o HWY 101	(Curve Warning Flashing Beacon)
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FUTURE INSTALLS

Carpenteria Road 50 ft S of Aromas Rd	(2) School Zone Flashers)
Foothill Road at Mission Elementary	(2) School Zone Flashers)
Pesante Road at Prunedale Elementary	(2) School Zone Flashers)
Hall Road at Sill Road	(RRFB School XWALK)
Rio Road at Oliver Road	(RRFB XWALK)
San Juan Road at Salinas Road	(RRFB XWALK)

**EXHIBIT B – INCORPORATION OF RFP #10915,
ADDENDUM NO. 1 TO RFP #10915, AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10915, to provide traffic signal and lighting maintenance and on-call repair services at various locations within the County of Monterey. Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10915. County selected Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc. to provide traffic signal and lighting maintenance and on-call repair services.

RFP #10915, Addendum No. 1 to RFP #10915, and the Proposal submitted by Bear Electrical Solutions, LLC By LLC Manager, MWE Buyer, Inc. are hereby incorporated into this Agreement by this reference.