

Attachment B

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

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

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

WHEREAS, County has a continued need for services; and

WHEREAS, additional time is necessary; and

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

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

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

1. Amend Paragraph 1.1 of Section 1.0, "Performance of the Agreement", to delete "Exhibit B, Bid Sheet/Pricing" and to add "Exhibit B-1, Revised Bid Sheet/Pricing".
2. In all places within the Agreement, any reference to "Exhibit B, Bid Sheet/Pricing" is hereby replaced with "Exhibit B-1, Revised Bid Sheet/Pricing".
3. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

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

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

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

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

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

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

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

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

TO COUNTY:

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

Traffic Engineer

County of Monterey

Resource Management Agency – Public Works and Facilities

1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

Phone: (831) 796-3009

Fax: (831) 755-4958

Email: qureshim@co.monterey.ca.us

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

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

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

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____

Risk Management

Date: _____

CONTRACTOR*

Cal-West Lighting & Signal Maintenance, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

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

Date: _____

June 20, 2017

By: _____

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

Its: _____

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

Date: _____

June 20, 2017

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

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

COUNTY OF MONTEREY

CONTRACTOR*

By: _____

Contracts/Purchasing Officer

Date: _____

Cal-West Lighting & Signal Maintenance, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: Craig H. Geis, Jr. - President

(Print Name and Title)

Date: June 20, 2017

By: _____

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

Its: Frank A. Garcia - Treasurer

(Print Name and Title)

Date: June 20, 2017

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

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: 7-7-17

Approved as to Indemnity and Insurance Provisions

By: _____

Risk Management

Date: _____

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COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

7-10-17

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

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

July 7, 2017

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____

Risk Management

Date: _____

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

CONTRACTOR*

Cal-West Lighting & Signal Maintenance, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

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

Date: _____

June 20, 2017

By: _____

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

Its: _____

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

Date: _____

June 20, 2017

EXHIBIT B-1: REVISED BID SHEET/PRICING

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