

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

THIS AMENDMENT NO. 1 to Standard Agreement No. A-14553 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Cal-West Lighting and 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 Standard Agreement No. A-14553 with County on November 14, 2019 (hereinafter, "Agreement") to provide traffic signal and lighting maintenance repair services for various locations within Monterey County (hereinafter, "services") through October 31, 2022 for an amount not to exceed \$309,228 with the option to extend the Agreement for two (2) additional one (1) year period(s); and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the provisions of the Agreement and Exhibit A require an update; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions and Exhibit A, to extend the term one (1) additional year to October 31, 2023, and to increase the amount by \$30,922 for a total amount not to exceed \$340,150 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 the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from November 6, 2019 to October 31, 2023, unless sooner terminated pursuant to the terms of this Agreement.
2. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to delete "Exhibit A, Scope of Services/Payment Provisions" and to add "Exhibit A-1, Scope of Services/Payment Provisions".
3. In all places within the Agreement, any reference to "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Scope of Services/Payment Provisions".

4. Amend Section 11.01 of Paragraph 11.0, “Non-Discrimination”, to read as follows:

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.

5. Amend Agreement to revise Paragraph 16.0, “Signature Page”, to Paragraph 18.0, “Signature Page”.

6. Amend Agreement to add Paragraph 16.0, “Compliance with Applicable Laws”, as follows:

16.01 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 required by law in the performance of the Services.

16.02 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.

16.03 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.

7. Amend Agreement to add Paragraph 17.0, “Consent to Use of Electronic Signatures”, as follows:

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 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.

8. In all places within the Agreement, any reference to “Resource Management Agency (RMA) – Public Works, Parks and Facilities” is hereby replaced with “Department of Public Works, Facilities and Parks (PWFP)”.
9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
10. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. 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:

DocuSigned by:

Angelica Ruelas

4DFC1176E799451...

Contracts/Purchasing Officer

Date:

9/22/2022 | 2:53 PM PDT

Approved as to Form**Office of the County Counsel****Leslie J. Girard, County Counsel**

By:

DocuSigned by:

Mary Grace Perry

A1933B26E717442...

Mary Grace Perry

Deputy County Counsel

Date:

9/21/2022 | 4:34 PM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:

Jennifer Forsyth

4E7E657675454AE...

Auditor/Controller

Date:

9/22/2022 | 1:24 PM PDT

Approved as to Indemnity and Insurance Provisions**Office of the County Counsel****Leslie J. Girard, County Counsel**

By:

Danielle P. Mancuso

Risk Manager

Date:

CONTRACTOR*Cal-West Lighting and 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:

9-21-22

By:

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

Its:

Frank A. Garcia, Treasurer

(Print Name and Title)

Date:

9-21-22

*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 per California Corporations Code Section 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 two (2) managers. 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 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 or Amendment to said Agreement.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Cal-West Lighting & Signal Maintenance, Inc., hereinafter referred to as
“CONTRACTOR”**

SCOPE OF SERVICES

The scope of services includes but is not limited to the following:

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

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

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

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

TRAFFIC SIGNAL & LIGHTING MAINTENANCE REPAIR DETAILS

A. GENERAL:

OBSTRUCTIONS:

CONTRACTOR must contact Underground Service Alert (U.S.A.) toll free at 1-800-642-2444 or 811 prior to performing any excavation work under this Agreement. Utility locations must be identified, and field marked before any excavating is done by CONTRACTOR.

CONSTRUCTION AREA SIGNS:

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

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

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

MAINTAINING TRAFFIC:

Lane closures must conform to the provisions in the section below entitled "Traffic Control System for Lane Closure". Whenever vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area must be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment. A W20-1 (Road Work Ahead) or W21-5 (Shoulder Work) sign must be placed at an adequate distance (per the MUTCD Standards latest edition as published and adopted by Caltrans) prior to the vehicles or equipment commencing work. Full compensation for maintaining traffic must be considered as included in the Agreement prices for the various items of work and no separate payment will be made.

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE:

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

RECORDS/REPORTING:

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

- CONTRACTOR must promptly notify County Traffic Engineer of the disablement of any piece of equipment on any system due to an accident or other causes, such as damaged cable, broken parts, or other difficulties when such pieces of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
- Whenever it is necessary to close any traffic lane longer than thirty (30) minutes to complete any portion of the work, CONTRACTOR must notify County Traffic Engineer. The closure and time schedule must be subject to the approval of County Traffic Engineer. Work creating excessive delays to critical traffic movements must be scheduled during off peak traffic periods when possible. At least one (1) traffic lane must be kept open in each through direction at all times.
- CONTRACTOR agrees to provide phone service for the receiving of notification of inoperative traffic signals including those items requiring emergency repair and service during CONTRACTOR's normal business hours and an answering service for the receiving of notification of inoperative traffic signals requiring emergency repairs or service at all times (seven [7] days per week) other than CONTRACTOR's normal business hours, whether such notification originates with County, the California Highway Patrol, or any other party or person.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- CONTRACTOR must maintain a local telephone where CONTRACTOR's personnel can be reached twenty-four (24) hours per day seven (7) days per week. This telephone number is to be made available to all persons designated by County. CONTRACTOR must make immediate emergency service calls twenty-four (24) hours per day when called upon by County to do so and must make temporary or permanent repairs as conditions warrant to signal equipment when said signal equipment has been damaged by vehicle accidents, acts of God, malicious damage, or just malfunctions. Response time must be within one and one-half (1 ½) hours during the CONTRACTOR's regular business hours (minimum eight [8] hour period) and two (2) hours after regular business hours or on weekends. In the event of multiple calls, each will be serviced on a priority basis. CONTRACTOR will first endeavor to make the first response location safe and secure prior to responding to other calls. CONTRACTOR must respond to all direct calls for emergency traffic signal repair service from law enforcement officers if the location is on County's list for routine maintenance, Attachment B, Traffic Signal & Lighting Maintenance Locations, of this Exhibit A-1, as may be amended from time to time.
- A record log is to be kept in the controller cabinet properly noting the time of the service person's regular monthly routine inspection and noting the time and description of all extraordinary maintenance and repairs.
- Signal timing charts are to be kept by County in each controller cabinet. County must authorize all timing changes. CONTRACTOR may make changes required on a temporary basis due to maintenance operation such as when detectors fail. CONTRACTOR must record the timing changes, date, time, and person making the change on the standard maintenance log sheet kept in the cabinet.
- A duplicate record of all service calls, repairs, and pertinent data pertaining to each individual intersection is to be kept on file in CONTRACTOR's office and available to County upon request. CONTRACTOR must send a status report on all intersections and other serviced locations to County once each month of all service calls, repairs, and other pertinent data occurring the previous month.
- Any maintenance operations found unsatisfactory, any equipment found not properly maintained, or any repair or extra work found necessary by County Traffic Engineer will be reported to CONTRACTOR and confirmed in writing. Upon receipt of such report, CONTRACTOR must immediately make the necessary corrections and perform any work necessary to bring the system up to the prescribed standard. CONTRACTOR must submit a report to County Traffic Engineer indicating that the work covered by County Traffic Engineer's report has been completed, giving the date of completion of the work.

B. DESCRIBED SERVICES:

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

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**ROUTINE MAINTENANCE:**

CONTRACTOR must furnish all tools, equipment, apparatus, facilities, labor, services and materials, and must perform all work necessary to routinely and preventatively maintain in a workmanlike manner, traffic signal facilities and their respective electroliers, illuminated street name signs, flashing beacons, and radar feedback signs located at the various intersections included as Attachment B, Traffic Signal Lighting & Maintenance Locations, of this Exhibit A-1. The work must include providing service and preventive maintenance. All of said labor, services, materials, and equipment must be furnished and said work performed and completed as an independent CONTRACTOR. All work will be subject to the inspection and approval of County and its Traffic Engineer.

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

- Visually inspect for ant, earwig, etc. infestation or gopher problems and take appropriate action as necessary to prevent damage to electrical system. (Inspection is routine maintenance, but treatment for infestation is extraordinary maintenance).
- Vacuum cabinet, remove any foreign material, and clean or change air filters as needed.
- Visually inspect controller service cabinets for proper operation including battery backup system.
- Check timing of individual signal phases and interval timing circuits and adjust as necessary to comply with timing card.
- Check detector units (video, loop, or micro-loop), interconnect communication between intersections where applicable, and pedestrian buttons and make routine adjustments and repairs if necessary.
- Visually inspect the operation of all signal head lamps (LEDS), pedestrian signal head lamps (LEDS), relays, clocks, dials, switches, battery backup system, etc., and make routine adjustments or minor repairs if necessary.
- Visually check for missing or bent visors and back plates and turned signal heads.
- Legibly record inspection date, time, work performed, name of CONTRACTOR's employee in controller cabinet on CONTRACTOR provided maintenance log sheets.
- Send summary of monthly inspections with any recommendations to County with details listed by intersection included as Attachment C, Monthly Checklist, of this Exhibit A-1.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SPARE EQUIPMENT:

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

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

AGING EQUIPMENT:

CONTRACTOR must provide all tools, equipment, apparatus, facilities, labor, services and materials, and must perform all work necessary to replace five (5) traffic signal controllers per year. County will indicate locations to CONTRACTOR. All controllers shall be McCain 2070 controllers compatible with existing intersection location as specified in Attachment B, Traffic Signal Lighting & Maintenance Locations, of this Exhibit A-1. All of said labor, services, materials, and equipment must be furnished and said work performed and completed as an independent CONTRACTOR. All work will be subject to the inspection and approval by County and its Traffic Engineer.

LED REPLACEMENT:

CONTRACTOR shall replace all incandescent lamps in all signals based on an eighty percent (80%) depletion period. All incandescent lamps shall be replaced light emitting diode (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 traffic signal modules approved by Caltrans. The cost to replace LED modules is covered under extraordinary maintenance.

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

BATTERY BACK UP/PROM MODULE ANNUAL TESTING:

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

EXTRAORDINARY MAINTENANCE:

Whenever any equipment or system component in any system malfunctions, is damaged, or has deteriorated as a result of causes other than the negligence of CONTRACTOR or his/her/its agents so as to require repairs to or replacement of such equipment, or whenever County deems it necessary to make changes in existing equipment or components, and the work is not covered under Attachment A-1, Fee Schedule, of this Exhibit A-1, the work will be deemed Extraordinary Maintenance. If the work exceeds \$250 or is not at locations listed on Attachment B, Traffic Signal & Lighting Maintenance Locations, of this Exhibit A-1, the extraordinary work must be performed only with the written or e-mail approval of County Traffic Engineer prior to any material orders or any work being performed. If the repair exceeds \$250, the need for the repair is before or after normal County business hours, and County Traffic Engineer cannot be reached, the temporary repair must be implemented and County Traffic Engineer must be notified of the repair within twenty-four (24) hours or the next business day if the repair is on a weekend. Total permanent replacement of a traffic signal controller cabinet, an electrical service cabinet, or a mast arm signal pole will only be allowed with the written or e-mail approval of County Traffic Engineer.

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

CONFLICT MONITOR TESTING:

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

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

OTHER SERVICES:

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

CONTRACTOR also agrees to provide response service twenty-four (24) hours per day for repair of the equipment and appurtenances, such as safety lighting, street name signs, flashing beacons, and other electrical equipment which CONTRACTOR may be called upon from time to time by County to repair, replace or refurbish even though not listed on Attachment B, Traffic Signal & Lighting Maintenance Locations, of this Exhibit A-1. Such additional work must only be at the written or e-mail direction of County Traffic Engineer.

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

All vehicular and pedestrian signal heads must be maintained with LED module lamps at all times including flashing beacons. All LED module lamps for vehicular signal faces must conform to the Institute of Transportation Engineers' standards and Cal Trans LED purchase specifications. LED modules must be on Caltrans Qualified Products List (QPL) list except for locations where countdown pedestrian heads are approved by County Traffic Engineer for installation. If failed/defective units are under warranty, CONTRACTOR shall seek warranty replacement, as applicable.

County will send a Bi-Monthly Inspection Report (Attachment D, Bi-Monthly Inspections, of this Exhibit A-1) of street lighting, illuminated street name signs, flashing beacons, etc. to CONTRACTOR with instructions on what to repair. CONTRACTOR must proceed to make the requested repairs in an expeditious manner at regular contract rates (not overtime).

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

ADDITIONS TO THE SYSTEM:

CONTRACTOR must maintain additional traffic signals and appurtenant devices as they are installed and become a part of the maintenance requirements of County at the same unit price, shown in Attachment A-1, Fee Schedule, of this Exhibit A-1. CONTRACTOR must inspect additional electroliers, flashing beacons, radar feedback signs, rectangular rapid flashing beacons and tunnel lighting as they are installed and become a part of the maintenance requirements of County at the same unit price shown in Attachment A-1, Fee Schedule, of this Exhibit A-1. In the event that notification is made of a new installation at other than the beginning of the monthly period, the unit cost must be pro-rated from the day that CONTRACTOR is notified.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

DELETIONS TO THE SYSTEM:

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

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-1, Fee Schedule, of this Exhibit A-1, that are not considered emergency in nature and are performed 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 listed in Attachment B, Traffic Signal & Lighting Maintenance Locations, or as directed by County's Traffic Engineer. Common Unscheduled Traffic Signal Maintenance tasks include, but are not limited to the following:

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

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Compensation for Scheduled and Unscheduled Traffic Signal Maintenance tasks shall be in accordance with the unit prices shown in Attachment A-1, Fee Schedule, of this Exhibit A-1. CONTRACTOR's price bid for Unscheduled Traffic Signal Maintenance shall be considered inclusive of all materials, equipment, labor and traffic controls necessary to perform the work in accordance with these Technical Specifications.

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

A. COMPENSATION/ PAYMENT:

County shall pay an amount not to exceed **\$340,150** 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 according to the following Attachment A-1 – Fee Schedule which is effective November 1, 2022 under this Agreement, and in accordance with the following terms:

Traffic Signal Maintenance: \$152,304 (\$38,076/year)

Ordinary/Extraordinary Traffic and Road Maintenance: \$187,846

TOTAL NOT TO EXCEED: \$340,150

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for rental equipment.

B. CONTRACTOR'S BILLING PROCEDURES:

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-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

C. INVOICES:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3200*4823), Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

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@co.monterey.ca.us.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT A-1 – FEE SCHEDULE

ITEM DESCRIPTION	ITEM NO.	SITE	November 1, 2022 - October 31, 2023
TRAFFIC SIGNAL MONTHLY/ANNUAL MAINTENANCE			
Pajaro			
	1	Porter Drive/San Juan Road	
		Luminaires: NE/NW/SW/SE/Free Right Turn/Crosswalk; Flashing Beacon: S/B; Street Name Signs: NE/NW/SW/SE	\$70 per month/ \$840 per year
	2	Salinas Road/Pajaro School Driveway	
		Luminaires: NE/SW; Street Name Signs (LED): NE/SW	\$70 per month/ \$840 per year
Las Lomas			
	3	Hall Road/Las Lomas Drive	
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB/EB; Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
Prunedale			
	4	Blackie Road/Prunedale South Road	
		Luminaires: NE/NW/SW/SE; Flashing Beacon: SB; Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
	5	San Miguel Canyon Road/Prunedale North Road	
		Luminaires: NE/NW/SW/SE	\$70 per month/ \$840 per year
	6	San Miguel Canyon Road/Moro Road	
		Luminaires: NE/SW; Flashing Beacon: S/B; Street Name Signs: NE/NW/SW	\$70 per month/ \$840 per year
	7	San Miguel Canyon Road/Hall Road	
		Luminaires: NW/SE/SW; Flashing Beacons: WB/EB/NB; Street Name Signs: NE/NW/SE	\$70 per month/ \$840 per year
Salinas			
	8	Blanco Road/Davis Road	
		Luminaires: NE/NW/SW/SE; Flashing Beacon: EB(lt)/EB(rt); Street Name Signs: NE/NW/SW/SE	\$70 per month/ \$840 per year
	9	Blanco Road/West Alisal Street	
		Luminaires: NW/SW	\$70 per month/ \$840 per year
	10	Harrison Road/Sala Road	
		Luminaires: NW/SE; Flashing Beacon: EB/WB); Street Name Signs: NE/NW/SE	\$70 per month/ \$840 per year
	11	Harrison Road/Russell Road	
		Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$70 per month/ \$840 per year
	12	Espinosa Road/Christensen Road	
		Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$70 per month/ \$840 per year

Cal-West Lighting & Signal Maintenance, Inc. Traffic Signal
& Lighting Maintenance Repair Services (RFP #10680)
Department of Public Works, Facilities and Parks

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

	13	Las Palmas Road/River Road	
		Luminaires: NE/SW/SE; Flashing Beacon: NB/SB(It)/SB(rt); Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
	14	Las Palmas Parkway/River Road	
		Luminaires: NE/SW/SE; Flashing Beacon: NB; Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
	15	Reservation Road/Davis Road	
		Luminaires: NE/SW/SE; Flashing Beacon: EB; Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
	16	Reservation Road/Inter-Garrison Road	
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
	17	Reservation Road/East Garrison Road	
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
	18	Reservation Road/Watkins Gate Road	
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
	19	Russell Road/San Juan Grade Road	
		Luminaires: NE/NW/SW/SE; Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
	20	Russell Road/Van Buren Avenue	
		Luminaires: NE(It)/NE(rt)/NW/SW/SE; Street Name Signs: NE/NW/SE/SW	\$70 per month/ \$840 per year
Marina			
	21	Blanco Road/Research Drive	
		Luminaires: NE/NW/SW/SE; Flashing Beacon: SB(It)/SB(rt); Street Name Signs: NE/SW/SE	\$70 per month/ \$840 per year
	22	Blanco Road/Reservation Road	
		Luminaires: NE/NW/SW/SE; Flashing Beacon: First/Second; Street Name Signs: NW/SW/SE	\$70 per month/ \$840 per year
Carmel Valley			
	23	Rio Road/Road "A"	
		Luminaires: NE/NW/SW/SE	\$70 per month/ \$840 per year
	24	Rio Road/Carmel Center Place	
		Luminaires: NW/SE	\$70 per month/ \$840 per year
	25	Carmel Rancho Blvd/Carmel Rancho Shopping Center Driveways	
		Luminaires: NE/NW/SW/SE; Street Name Signs: NW/SE	\$70 per month/ \$840 per year
	26	Carmel Valley Road/Carmel Rancho Blvd./Carmel Knolls Drive	
		Luminaires: NE/NW/SW/SE	\$70 per month/ \$840 per year
	27	Carmel Valley Road/Carmel Middle School Driveway	
		Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NW/SE	\$70 per month/ \$840 per year

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

	28	Carmel Valley Road/Via Mallorca	
		Luminaires: NE/NW/SE/at Via Petra NE/SE; Flashing Beacon: EB(lt)/EB(rt)/WB; Street Name Signs: NE/NW/SE	\$70 per month/ \$840 per year
	29	Carmel Valley Road/Rancho San Carlos Road	
		Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$70 per month/ \$840 per year
		SUBTOTAL 1:	\$2,030 per month/ \$24,360 per year
<u>FUTURE TRAFFIC SIGNALS</u>			
	1	Constitution Boulevard/Natividad Hospital Driveway	\$70 per month/ \$840 per year
	2	Carmel Valley Road/Brookdale Road	\$70 per month/ \$840 per year
		SUBTOTAL 2:	\$140 per month/ \$1,680 per year
<u>FLASHING BEACONS INDEPENDENT OF TRAFFIC SIGNALS</u>			
	1	Carmel Valley Road near Country Club Drive	
		<u>EB/WB</u>	\$35 per month/ \$420 per year
	2	Carmel Valley Road e/o Boronda Road	
		<u>EB</u>	\$35 per month/ \$420 per year
	3	Castroville Boulevard e/o Elkhorn Road	
		<u>WB</u>	\$35 per month/ \$420 per year
	4	Castroville Boulevard near Paradise Road	
		<u>EB/WB</u>	\$35 per month/ \$420 per year
	5	Dolan Road w/o Castroville Boulevard	
		<u>EB/WB</u>	\$35 per month/ \$420 per year
	6	Old Stage Road north of the City of Gonzales	
		<u>SB/EB</u>	\$35 per month/ \$420 per year
	7	Olmstead Road/Olmstead School	
		<u>NB/SB</u>	\$35 per month/ \$420 per year
	8	River Road (3) between Gonzales River Road	
		<u>NB/SB</u>	\$35 per month/ \$420 per year
	9	Russell Road between SH 101 & San Juan Grade Road	
		<u>EB(lt)/EB(rt)/WB</u>	\$35 per month/ \$420 per year

Cal-West Lighting & Signal Maintenance, Inc.
Traffic Signal & Lighting Maintenance Repair Services (RFP #10680)
Department of Public Works, Facilities and Parks

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

	10	Maher Road between Echo Valley Road & Tarpey Road	
		NB/SB	\$35 per month/ \$420 per year
	11	Salinas Road/Pajaro Middle School	
		NB/SB	\$35 per month/ \$420 per year
	12	Salinas Road/Bishop Street Crosswalk	
		NB/SB	\$35 per month/ \$420 per year
	13	San Juan Road/Murphy Curve	
		EB/WB	\$35 per month/ \$420 per year
		SUBTOTAL 3:	\$455 per month/ \$5,460 per year

RECTANGULAR RAPID FLASHING BEACONS (LIGHTED CROSSWALK)

	1	Salinas Road/Bishop Street	\$35 per month/ \$420 per year
	2	Rogge Road/Bollenbacher Drive	\$35 per month/ \$420 per year
	3	Castroville Boulevard/Collins Road	\$35 per month/ \$420 per year
	4	Merritt Street (SR183)/Crane Street	\$35 per month/ \$420 per year
	5	Rio Road/Via Nona Marie (future install)	\$35 per month/ \$420 per year
	6	Castroville Boulevard/Elkhorn Rd (future install)	\$35 per month/ \$420 per year
		SUBTOTAL 4:	\$210 per month/ \$2,520 per year

RADAR FEEDBACK SIGNS

	1	Blanco Road between Davis Road and Reservation Road	
		NB1/NB2/SB1/SB2	\$40 per month/ \$480 per year
	2	Crazy Horse Canyon Road between Dump Road and San Juan Grade Road	
		EB	\$40 per month/ \$480 per year
	3	Las Lomas Drive between Hall Road and Overpass Road	
		SB	\$40 per month/ \$480 per year
	4	San Juan Road/Murphy Road	
		EB/WB	\$40 per month/ \$480 per year

Cal-West Lighting & Signal Maintenance, Inc.
Traffic Signal & Lighting Maintenance Repair Services (RFP #10680)
Department of Public Works, Facilities and Parks

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

	6	Charter Oak Boulevard w/o Cathedral Oak Road (in Oak Hills)	
		WB	\$40 per month/ \$480 per year
	7	SR 156 (between SR 101 and SR 1)	
		EB/WB	\$40 per month/ \$480 per year
		SUBTOTAL 5:	\$240 per month/ \$2,880 per year

ELECTROLIERS INDEPENDENT OF TRAFFIC SIGNALS

	1	Davis Road over crossing of State Highway 183	
		Luminaires: NB1/NB2/NB3/SB1/SB2/SB3	\$12 per month/ \$144 per year
	2	Salinas Road/Elkhorn Road	
		Luminaire: West side of roadway	\$2 per month/ \$24 per year
	3	Jensen Road/Hilltop Road	
		Luminaire: South side of roadway	\$2 per month/ \$24 per year
	4	Prunedale South Road/Reese Circle	
		Luminaire: East side of roadway	\$2 per month/ \$24 per year
		SUBTOTAL 6:	\$18 per month/ \$216 per year

TUNNEL LIGHTING/BRIDGE

	1	Robinson Canyon Road/Carmel Valley Road	
		NB 1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16	\$32 per month/ \$384 per year
	2	Porter Drive Bridge/Pajaro River	
		Luminaires: NB Bridge side 1/2/3/4/5/6 Riverside/SB Bridge side 7/8/9/10/11/12 Riverside	\$24 per month/ \$288 per year
	3	Castroville Pedestrian/Bike bridge	
		Luminaires: NB Bridge side 1/2/3/4/5/6 /SB Bridge side 7/8/9/10/11/12	\$24 per month/ \$288 per year
		SUBTOTAL 7:	\$80 per month/ \$960 per year
		TRAFFIC SIGNAL MAINTENANCE ANNUAL GRAND TOTAL:	\$3,173 per month/ \$38,076 per year
		TRAFFIC SIGNAL MAINTENANCE GRAND TOTAL: (Term November 1, 2022 - October 31, 2023)	\$38,076

ORDINARY MAINTENANCE/HOURLY RATE

	1	STRAIGHT TIME, LEAD SIGNAL TECHNICIAN (Inside Wireman)	\$105 per hour
	2	STRAIGHT TIME, SIGNAL TECHNICIAN (Inside Wireman)	\$105 per hour

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

	3	STRAIGHT TIME, LABORER	\$75 per hour
	4	STRAIGHT TIME, INDUCTIVE LOOP INSTALLER (1 loop)	\$500 per loop
	5	SERVICE TRUCK, BUCKET	\$30 per hour
	6	CRANE TRUCK	\$30 per hour
	7	AIR COMPRESSOR	No charge per hour
	8	CONCRETE SAW	No charge per hour
	9	MATERIAL COST	AT COST/NO MARKUP

EXTRAORDINARY MAINTENANCE/HOURLY RATE

	1	EXTRAORDINARY MAINTENANCE, LEAD SIGNAL TECHNICIAN (Inside Wireman)	\$190 per hour
	2	EXTRAORDINARY MAINTENANCE, SIGNAL TECHNICIAN (Inside Wireman)	\$190 per hour
	3	EXTRAORDINARY MAINTENANCE, LABORER	\$110 per hour
	4	EXTRAORDINARY MAINTENANCE, INDUCTIVE LOOP INSTALLER (1 loop)	\$500 per loop

TESTING WHEN REQUESTED

	1	170E or 2070 Controller Unit	\$250 per unit
	2	332 Cabinet & All Internal Equipment (controller cabinet assembly)	\$1,500 per unit
	3	Conflict Monitor Unit (separate from controller cabinet assembly)	\$100 per unit
	4	Battery Backup System (BBS)	\$250 per unit

Ordinary Maintenance/Extraordinary Maintenance will be charged at the above mentioned hourly rates for the term of November 1, 2022 - October 31, 2023 to the Agreement and as follows:

Traffic and Road Maintenance:	\$187,846
TOTAL ORDINARY MAINTENANCE/ EXTRAORDINARY MAINTENANCE GRAND TOTAL:	\$187,846

CONTRACTOR's prices stated in this Attachment A-1, Fee Schedule, shall be effective from November 1, 2022 through October 31, 2023. Agreement shall not exceed the total amount of **\$340,150**.

Cal-West Lighting & Signal Maintenance, Inc.
Traffic Signal & Lighting Maintenance Repair Services (RFP #10680)
Department of Public Works, Facilities and Parks

EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS
ATTACHMENT B: TRAFFIC SIGNAL & LIGHTING MAINTENANCE LOCATIONS

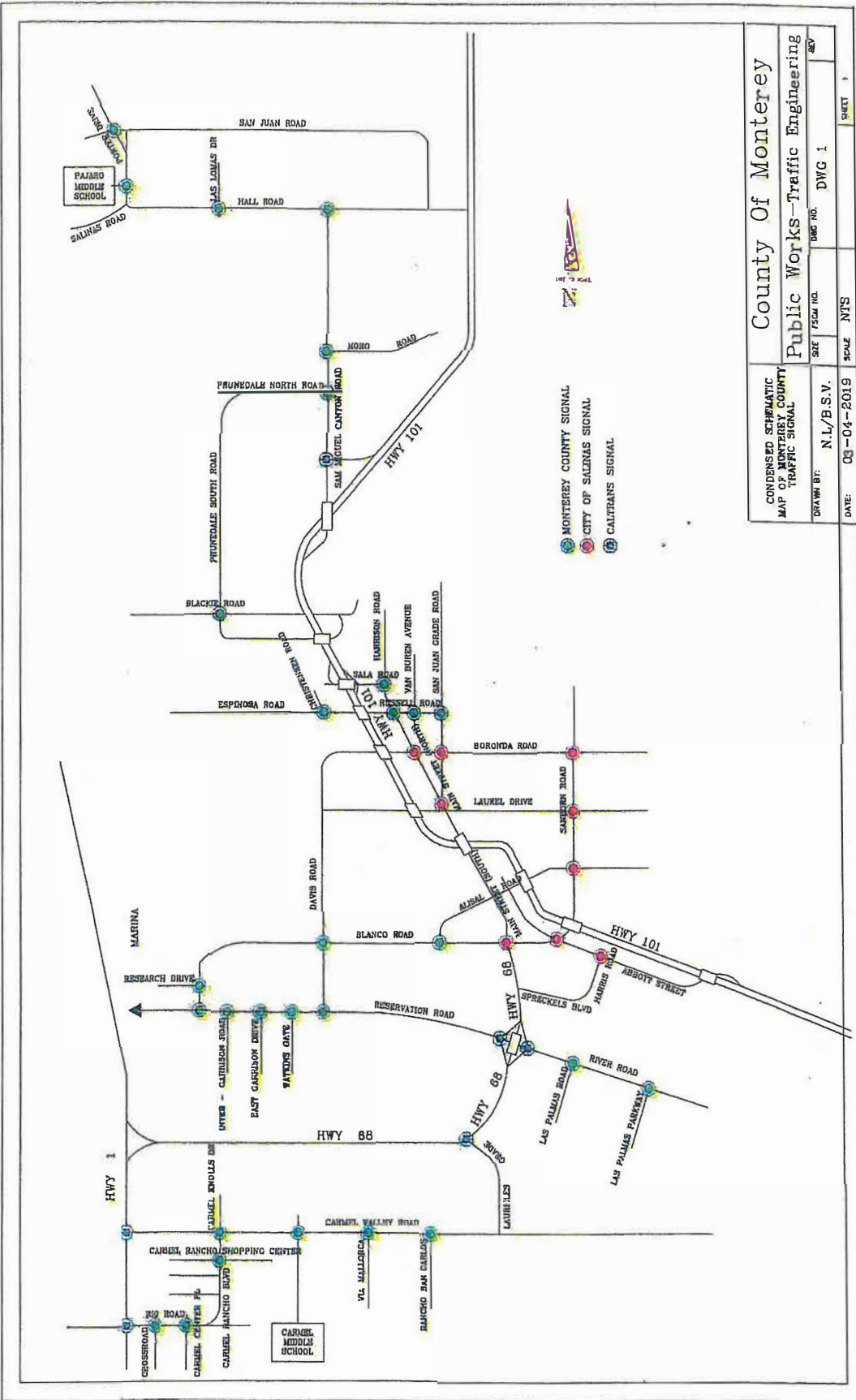


EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS
ATTACHMENT C: MONTHLY CHECKLIST

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: _____ Signature: _____
 (Print Name)

EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS**ATTACHMENT D: BI-MONTHLY INSPECTIONS****2019 - 2023****BIMONTHLY INSPECTION OF ILLUMINATED STREET NAME SIGNS,
ELECTROLIERS, FLASHING BEACONS, AND TUNNEL LIGHTING****(✓ means electrical unit is working properly, Ø means electrical unit is blacked out)****TRAFFIC SIGNALS, ELECTROLIERS, BEACONS, & ILLUMINATED STREET NAME
SIGNS:****PAJARO****1. Porter Drive/San Juan Road**

Luminaires:

NE__ NW__ SW__ SE__

Free Right Turn, Crosswalk__

Flashing Beacon:

S/B__

Street Name Signs:

NE__ NW__ SW__ SE__

2. Salinas Road/Pajaro School Dwy

Luminaires:

NE__ SW__

Street Name Signs (LED):

NE__ SW__

LAS LOMAS**1. Hall Road/Las Lomas Drive**

Luminaires:

NE__ NW__ SW__ SE__

Flashing Beacon:

W/B__ E/B__

Street Name Signs:

NW__ SW__ SE__

PRUNEDALE**1. Blackie Road/ Prunedale South Road**

Luminaires:

NE__ SW

Flashing Beacon:

S/B__

Street Name Signs:

NE__ NW__ SW__

2. San Miguel Canyon Road/Prunedale North Rd

Luminaires:

NE__ NW__ SW__ SE__

3. San Miguel Canyon Road/Moro Rd

Luminaires:

NE__ SW

Flashing Beacon:

S/B__

Street Name Signs:

NE__ NW__ SW__

4. San Miguel Cyn Rd/Hall Rd

Luminaires :

NW__ SE__ SW__

Flashing Beacons:

W/B__ E/B__ N/B__

Street Name Signs:

NE__ NW__ SE__

SALINAS

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

MARINA

1. Blanco Road/Research Drive

Luminaires:	NE___ NW___ SW___ SE___
Flashing Beacons:	S/B (lt)___(rt)___
Street Name Signs:	NE___ SE___ SW___
2. Blanco Road/Reservation Road

Luminaires:	NE___ NW___ SW___ SE___
Free Right Turn Luminaries	First___ Second___
Flashing Beacon:	W/B___
Street Name Signs:	NW___ SE___ SW___

CARMEL VALLEY

1. Rio Road/Road "A"

Luminaires:	NE___ NW___ SW___ SE___
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2. Rio Road/Carmel Center Place

Luminaires:	NW___ SE___
-------------	-------------
3. Carmel Rancho Blvd/Carmel Rancho Shopping Center Driveways

Luminaires:	NE___ NW___ SW___ SE___
Street Name Signs:	NW___ SE___
4. Carmel Valley Road/Carmel Rancho Blvd./Carmel Knolls Dr

Luminaires:	NE___ NW___ SW___ SE___
-------------	-------------------------
5. Carmel Valley Road/Carmel Middle School Driveway

Luminaires:	NE___ NW___ SW___ SE___
Flashing Beacon:	W/B___
Street Name Signs:	NW___ SE___
6. Carmel Valley Road/Via Mallorca

Luminaires:	NE___ NW___ SE___
	at Via Petra NE___ SE___
Flashing Beacon:	E/B (lt)___ E/B (rt)___ W/B___
Street Name Signs	NE___ NW___ SE___
7. Carmel Valley Road/Rancho San Carlos Road

Luminaires:	NW___ SE___
Flashing Beacon:	E/B___ W/B___
Street Name Signs	NE___ NW___ SE___

FLASHING BEACONS INDEPENDENT OF TRAFFIC SIGNALS

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

ELECTROLIERS INDEPENDENT OF TRAFFIC SIGNALS

1. Davis Road over crossing of State Highway 183, See Attached Drawing

Luminaires:

N/B#1__N/B#2__N/B#3__

S/B#1__S/B#2__S/B#3__

2. Porter Drive Bridge at Pajaro River Luminaires: (See attached location drawing)

Northbound: Bridge Side #1__#2__#3__#4__#5__
 #6__River Side

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

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

TUNNEL LIGHTING

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

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

RADAR FEEDBACK SIGNS

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

FUTURE TRAFFIC SIGNALS

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

Signature of Person Performing Inspection: _____ Date: _____

Submit to: County of Monterey Traffic Engineer
 Department of Public Works Facilities and Parks
 Traffic Section
 1441 Schilling Place South 2nd Floor
 Salinas CA 93901



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2021

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

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

PRODUCER	ABD Insurance & Financial Services, Inc. 1435 N McDowell Blvd Ste 320 Petaluma, CA 94954	CONTACT NAME:	Cert Request
		PHONE (A/C, No, Ext):	650-488-8565
		FAX (A/C, No):	
		E-MAIL ADDRESS:	TechCertRequest@theabdteam.com
WWW.TheABDteam.com		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Company	16535
INSURED	Cal-West Lighting & Signal Maintenance PO Box 612035 San Jose CA 95161-2035	INSURER B : Landmark American Insurance Company	33138
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 64354438**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 BI & PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GLA931895810	10/1/2021	10/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		GLA931895810	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LHA252551	10/1/2021	10/1/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC931895810	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: Traffic Signal and Maintenance Repair Services for Various Locations within Monterey County.
County of Monterey, its officers, agents and employees are included as Additional Insureds with respects to General Liability and Automobile Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
Attn: Dalia Mariscal-Martinez
168 West Alisal St, 2nd Floor
Salinas, CA 93901

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

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA931895810	10/01/2021	10/01/2022			INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

The additional insured must see to it that:

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

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

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

Primary and Noncontributory insurance

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

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

This insurance is excess over:

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

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.



ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA931895810	10/01/2021	10/01/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. **Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. **Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. **Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.