

Attachment A

**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CAL-WEST LIGHTING AND SIGNAL MAINTENANCE, INC.**

THIS AMENDMENT NO. 2 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, County entered into Standard Agreement No. A-14553 with Cal-West Lighting and Signal Maintenance, Inc. on November 14, 2019 (hereinafter, "Agreement") to provide traffic signal and lighting maintenance repair services (hereinafter, "services") for various locations within Monterey County per Request for Proposals (RFP) #10680 through October 31, 2022, with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$309,228; and

WHEREAS, the Agreement was amended by the Parties on September 22, 2022 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to update the provisions and Exhibit A, to extend the term for one (1) additional year through October 31, 2023, and to increase the amount by \$30,922 which resulted in a total not to exceed amount of \$340,150; and

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

WHEREAS, the Parties agree that the Fee Schedule in Attachment A-1 of Exhibit A-1 - Scope of Services/Payment Provisions of the Agreement remains valid through October 31, 2024; and

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

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to October 31, 2024 and to increase the amount by \$150,000 (\$38,076 for Traffic Signal Maintenance and \$111,924 for Ordinary/Extraordinary Traffic and Road Maintenance) for a total amount not to exceed \$490,150 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, 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 \$490,150.

2. 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, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, shall remain unchanged and in full force.
4. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

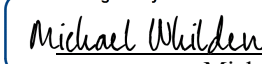
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY**Debra R. Wilson, Contracts/Purchasing Officer**

By: _____

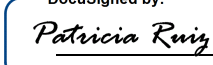
Its: _____
(Print Name and Title)

Date: _____

Approved as to Form**Office of the County Counsel****Michael J. Whilden, County Counsel**By:  _____
DocuSigned by: Michael J. Whilden
0F98C5BE9B6F476...

Deputy County Counsel

Date: 8/17/2023 | 1:19 PM PDT

Approved as to Fiscal Provisions**Rupa Shah, Auditor-Controller**By:  _____
DocuSigned by: Patricia Ruiz
E79EF64E57454F6...Its: Patricia Ruiz Auditor Controller Analyst I
(Print Name and Title)

Date: 8/18/2023 | 11:24 AM PDT

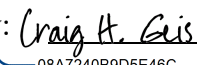
Approved as to Indemnity and Insurance Provisions**Office of the County Counsel-Risk Management****Leslie J. Girard, County Counsel**

By: _____

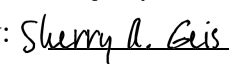
Its: _____
(Print Name and Title)

Date: _____

*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.

CONTRACTOR***Cal-West Lighting and Signal Maintenance, Inc.**By:  _____
DocuSigned by: Craig H. Geis, Jr., President
08A7240B9D5E46C...Its: Craig H. Geis, Jr., President
(Print Name and Title)

Date: 8/17/2023 | 10:24 AM PDT

By:  _____
DocuSigned by: Sherry A. Geis, Secretary
7E6D942C861C4E2...Its: Sherry A. Geis, Secretary
(Print Name and Title)

Date: 8/17/2023 | 10:27 AM PDT