



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

Agreement No.: A-13891

Upon motion of Supervisor Adams, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 2 to the Agreement with Cal-West Lighting & Signal Maintenance, Inc. to allow for payment of services rendered in the amount of \$25,693 from September 1, 2017 to March 31, 2018 and to increase the not to exceed amount by \$163,500 for a total amount not to exceed \$263,500 to continue to provide services associated with traffic signal and lighting maintenance and repairs throughout Monterey County, Request for Proposals (RFP) #10475, and extend the expiration date for one (1) additional year for a revised term of November 5, 2014 to November 5, 2019;
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to the Agreement; and
- c. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments which extend the term beyond the original term authorized in RFP #10475 where the amendments do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 15th day of May 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting May 15, 2018.

Dated: May 17, 2018  
File ID: A 18-150

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Denise Hancock*  
Deputy

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

**THIS AMENDMENT NO. 2** 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**, Agreement was amended by the Parties on July 10, 2017 (hereinafter, "Amendment No. 1, including Exhibit B-1 – Revised Bid Sheet/Pricing") to extend the term for one (1) additional year through November 5, 2018 and to increase the amount by \$39,620 which resulted in a total not to exceed amount of \$100,000; and

**WHEREAS**, due to the continued need for traffic signal preventative maintenance services in the amount of \$30,000 per year for 2018 and 2019, \$22,500 for the increased extraordinary maintenance needs for signal repair resulting from the 2017 winter storms, and \$81,000 for extraordinary maintenance during 2018 and 2019, additional time and funding are necessary; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to November 5, 2019 and increase the amount by \$163,500 for a total not to exceed \$263,500 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 1.1 of Section 1.0, "Performance of the Agreement", to delete "Exhibit B-1, Revised Bid Sheet/Pricing" and to add "Exhibit B-2, Revised Bid Sheet/Pricing".
2. In all places within the Agreement, any reference to "Exhibit B, Bid Sheet/Pricing" or "Exhibit B-1, Revised Bid Sheet/Pricing" is hereby replaced with "Exhibit B-2, 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, 2019.

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 **\$263,500**.

5. Amend the County's contact information under Paragraph 25.1 of Section 25.0, "Notices", to read as follows:

TO COUNTY:

Carl P. Holm, AICP  
Resource Management Agency Director  
County of Monterey, Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Phone: (831) 755-4800  
Fax: (831) 755-4958  
Email: holmcp@co.monterey.ca.us

6. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, California 93901-4527.
7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. 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.
9. 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**

By: \_\_\_\_\_

Contracts/Purchasing Officer

Date: \_\_\_\_\_

**Approved as to Form and Legality**

**Office of the County Counsel-Risk Management**

Charles J. McKee, County Counsel-Risk Manager

By: \_\_\_\_\_

Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_

Auditor/Controller

Date: \_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions**

**Office of the County Counsel-Risk Management**

Charles J. McKee, County Counsel-Risk Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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: \_\_\_\_\_

4-18-18

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Date: \_\_\_\_\_

4-18-18

\*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) managing members. 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 B-2: REVISED BID SHEET/PRICING

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
	TRAFFIC DIVISION				
	TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE				
1	December 2017 – November 2018	28 Traffic Signal Locations per Month + Emergency Traffic Signal Calls and Repair Costs	336	\$50.00	\$30,000.00
2	December 2018 – November 2019	28 Traffic Signal Locations per Month + Emergency Traffic Signal Calls and Repair Costs	336	\$50.00	\$30,000.00
3	EXTRAORDINARY MAINTENANCE/REPAIR PROJECTS				\$50,000.00
	HOURLY RATES:				
	Lead Signal Technician (Inside Wireman)	Per Hour	TBD	\$85.00	
	Signal Technician (Inside Wireman)	Per Hour	TBD	\$85.00	
	Laborer	Per Hour	TBD	\$50.00	
	Lead Signal Technician (Inside Wireman), Overtime	Per Hour	TBD	\$150.00	
	Signal Technician (Inside Wireman), Overtime	Per Hour	TBD	\$150.00	
	Laborer, Overtime	Per Hour	TBD	\$80.00	
	Inductive Loop Installer	Per Hour	TBD	\$50.00	
	Service Truck, Bucket	Per Hour	TBD	\$15.00	
	Crane Truck	Per Hour	TBD	\$15.00	
	Air Compressor	Per Hour	No Charge	No Charge	
	Concrete Saw	Per Hour	No Charge	No Charge	
	Material Cost			Cost + Markup	
	Conflict Monitor Testing	Each Location	TBD	TBD	
GRAND TOTAL FOR TRAFFIC DIVISION:					\$110,000.00
	ROAD MAINTENANCE DIVISION				
1	EXTRAORDINARY MAINTENANCE				
	September 2017 – December 2017	See Hourly Rates Listed Above			\$22,500.00
	December 2017 – November 2018				\$16,000.00
	December 2018 – November 2019				\$15,000.00
GRAND TOTAL FOR ROAD MAINTENANCE DIVISION:					\$53,500.00
GRAND TOTAL					\$163,500.00

TBD – To be Determined/As Needed





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/2/2017

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).

<b>PRODUCER</b> Construction & Real Estate Practice Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> CertRequests@wellsfargo.com <b>FAX (A/C, No):</b> (866) 358-1487
<b>INSURED</b> Cal-West Lighting & Signal Maintenance PO Box 612035  San Jose CA 95161	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER: 12325226

REVISION NUMBER: See below

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	ADOL SUBR INSD 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	GLA931895806	10/1/2017	10/1/2018	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 - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	GLA931895806	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC932721904	10/1/2017	10/1/2018	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 N	WC931895906	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

CA20481013,U-GL-1175-F CW (04/13) Re: SJS Job No #: 1012; Job Name/Description: Traffic Signal Maintenance 2013-14.  
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

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.



## 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.
GLA931895806	10/1/17	10/1/18	10/1/17			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: CAL-WEST LIGHTING & SIGNAL MAINTENANCE

Address (including ZIP Code):

PO BOX 612035

SAN JOSE CA 95161

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.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cal-West Lighting and Signal Maintenance, Inc.

Endorsement Effective Date: 10/1/17

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

