

**Bear Electrical Solutions, Inc.**  
**As-Needed Maintenance of Traffic Signals  
and Associated Equipment**

**AGREEMENT FOR SERVICES #8283**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Bear Electrical Solutions, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1252 State Street, Alviso, California 95002, whose local address is 1513 Sports Drive, Suite 650, Sacramento, California 95834, and whose mailing address is Post Office Box 924, Alviso, California 95002 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to assist its Department of Transportation in performing as-needed services necessary to maintain traffic signals and associated equipment;

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**WHEREAS**, on November 8, 2023, Contractor was formally approved to a qualified list for maintenance of traffic signals and associated equipment, as the result of competitive Request for Qualifications (RFQ) 24-939-012;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Scope of Services:** Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof, or as identified in individual Work Orders to be issued in accordance with this Agreement, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in the Scope of Work, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

For each as-needed non-emergency work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County's Contract Administrator and Contractor. For each non-emergency work assignment, Contractor shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Contractor for each as-needed non-emergency work assignment identifying the specific site where the work will be performed, a description of the work or other services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. With the exception of emergency Work Orders, no payment will be made for any work performed prior to the issuance of the written Work Order. No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

For services performed on an emergency basis, as determined by County's Contract Administrator, authorization to perform the required services necessary to ensure that County property is protected may occur through verbal or email communication to Contractor. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to Contractor by a written Work Order, as applicable, issued by County's Contract Administrator. Contractor shall respond to all requests for emergency services with Contractor's personnel on-site within two and half (2.5) hours from the time County's Contract Administrator transmitted the verbal or email service request.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order unless County's Contract Administrator and Contractor amend the Work Order. No Work Order will be written which exceeds the

cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Deliverables shall be submitted via electronic file and Contractor shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XXI, Default, Termination, and Cancellation, herein.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County.

## **ARTICLE II**

**Term:** This Agreement shall be effective upon execution and shall cover the period of January 9, 2024, through January 8, 2027.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Current List of County Maintained Traffic Signals," and Exhibit C, marked "Equipment and Labor Rates," both exhibits are incorporated herein and made by reference a part hereof. Upon request, Contractor shall provide rates for additional services not listed on Exhibit C. Payment for replacement parts or materials shall be made in accordance with the provisions of Exhibit A section 3.4, Charges for Replacement Parts or Materials.

The total amount of this Agreement shall not exceed \$300,000, inclusive of all Work Orders and amended Work Orders, and all costs, taxes, and expenses. It is understood

and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement and the County-supplied Work Order number both on their faces. Each invoice submitted for payment must include copies of the associated Monthly or Semi-Annual Activity Reports as specified in Exhibit A. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667

Attn.: Brian Mullens  
Deputy Director

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XXI, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

## **ARTICLE VI**

**Performance Bond** (If Applicable): As a part of the execution of this Agreement, for any Work Order issued to Contractor where the not-to-exceed dollar amount is equal to or exceed \$25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Agreement. The amount of this bond shall be one hundred percent (100%) of the total not-to-exceed amount of the Work Order and shall be executed upon the form provided by County.

## **ARTICLE VIII**

**Payment Bond** (If Applicable): As a part of the execution of this Agreement, for any Work Order issued to Contractor where the not-to-exceed dollar amount is equal to or exceeds \$25,000, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total not-to-exceed amount of the Work Order and shall be executed upon the form provided by County.

## **ARTICLE IX**

**Notification of Surety Company:** The surety company shall familiarize itself with all of the conditions and provisions of this Agreement, and shall waive the right of special notification of any change or modifications of this Agreement or extension of time, or of decreased or increased work, or of the cancellation of this Agreement, or of any other act or acts by County or its authorized agents, under the terms of this Agreement; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Agreement.

## **ARTICLE VII**

**Prevailing Wage:** County requires Contractor's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Department of Transportation. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor

authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

#### **ARTICLE VIII**

**Apprentices:** Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and 8 California Code of Regulations section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

#### **ARTICLE IX**

**Certified Payroll:** As required under the provisions of Labor Code section 1776, Contractor and any subcontractors, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
  1. Make available or furnish to the employee or his or her authorized representative on request.
  2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

#### **ARTICLE X**

**Registration of Contractors:** No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by 8 California Code of Regulations section 16451.

#### **ARTICLE XI**

**Records Examination and Audit Requirements:** Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

#### **ARTICLE XII**

**Payment of all Federal, State or Local Taxes:** Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

#### **ARTICLE XIII**

**Compliance with all Applicable Laws:** Contractor shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

#### **ARTICLE XIV**

**Reporting Accidents:** Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work

under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

**ARTICLE XV**

**Workers' Compensation:** Contractor shall comply with Labor Code sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**ARTICLE XVI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE XVII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

**ARTICLE XVIII**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Department of Transportation or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.



## **ARTICLE XIX**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE XX**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XXI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar

fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XXII**

### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may

deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.

2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
  3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XXXII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs

otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

**ARTICLE XXIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667

Attn.: Brian Mullens  
Deputy Director

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement & Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Bear Electrical Solutions, Inc.  
P.O. Box 924  
Alviso, California 95002

Attn.: Robert Asuncion, Corporate Secretary

or to such other location as Contractor directs.

**ARTICLE XXIV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XXII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XXV**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees

in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

#### **ARTICLE XXVI**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XXVII**

**Licenses:** Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a Class A General Engineering, C-10 Electrical, C-31 Construction Zone Traffic Control, and C-61/D31 Pole Installation and Maintenance Contractor Licenses as required by the categories and types of work to be performed under this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with this Agreement.

#### **ARTICLE XXVIII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXIX**

**Environmental and Toxic Warranty:** Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

#### **ARTICLE XXX**

##### **Guarantees:**

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made

necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

#### **ARTICLE XXXI**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XXXII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.



### **ARTICLE XXXIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be contractor within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XXI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

### **ARTICLE XXXIV**

#### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, sections 12900 et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations, sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations, section 8103.

#### **ARTICLE XXXV**

**California Residency (Form 590):** All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXXVI**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXXVII**

**Resolution of Claims:** Contractor's attention is invited to Public Contract Code sections 20104, et seq., for resolution of construction claims, and specifically section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer

conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

#### **ARTICLE XXXVIII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXXIX**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Brian Mullens, Deputy Director, Maintenance and Operations, Department of Transportation, or successor.

#### **ARTICLE XL**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XLI**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XLII**

**Partial Invalidity:** If any provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XLIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE XLIV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XLV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

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

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- BEAR ELECTRICAL SOLUTIONS, INC. --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Michael Peters  
Chief Executive Officer  
"Contractor"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Robert Asuncion  
Corporate Secretary

# Bear Electrical Solutions, Inc.

## Exhibit A

### Scope of Services

#### 1. SERVICES

Contractor shall provide as-needed field preventive maintenance on all traffic signal equipment listed in Exhibit B, marked "Current List of County Maintained Traffic Signals," incorporated herein and made by reference a part hereof, all associated lighting with the exception of illuminated street name signs, and all other associated apparatus using duly trained and qualified personnel.

Except for emergency work in Article 3 below, the work is to consist of maintenance work only as defined in Public Contract Code section 22002. Maintenance work includes for this purpose routine, recurring, and usual work for the preservation or protection of a traffic signal for its intended purposes; including functional, hardware, or software maintenance as defined in the FHWA Traffic Control System Handbook, Chapter 13.4.

Contractor shall furnish and retain a journeyman electrician with International Municipal Signal Association (IMSA) level II certification and a minimum of three (3) years' experience in traffic signal maintenance during the entire term of the Agreement. The technician shall be familiar with the operation and use of all traffic signal equipment in use in El Dorado County and shall also be familiar with, and adhere to, all current applicable Caltrans standards and specifications including, but not limited to, programming standards for both traffic signal and interconnect timings of controllers. Contractor shall use work zone traffic control measures as provided in the most current edition of the *California Manual on Uniform Traffic Control Devices* whenever traffic control is necessary or as directed by the County's Contract Administrator.

Contractor shall provide and maintain emergency service response on a twenty-four (24) hour, seven (7) day per week basis, including all holidays, utilizing a personnel hoist truck equipped with radio dispatch or cellular communications capabilities for County requested service throughout the term of this Agreement.

Contractor shall have available, and readily accessible, all required tools, equipment, apparatus, facilities and materials to perform all work necessary to maintain the traffic signals and associated equipment covered by this Agreement in compliance with current Caltrans standards and specifications.

Contractor shall furnish temporary replacement traffic signal controllers, detectors, conflict monitors and other standard signal equipment whenever the original units are removed for repair or servicing at no additional charge to County.

Contractor shall cooperate with the County's Contract Administrator or his designee in recalibrating signal timing and progression. Contractor will not change the timing of any signal except under the direction or written concurrence of County's Contract Administrator.

Under emergency conditions, Contractor shall assure full cooperation with the California Highway Patrol (CHP), the County's Sheriff's Office, and employees of the County's Department of Transportation (DOT).

Contractor shall complete the Cabinet Log located in each signal cabinet every time the cabinet is opened to provide as-needed service under this Agreement. The Cabinet Log will be provided by County and will require Contractor to include the date of the log, arrival and departure times, description of the work performed, and name of Contractor's employee performing the work.

Contractor shall not represent El Dorado County in matters of policy or procedures under this Agreement, shall not make any reference to County policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures or terms of this Agreement to County's Contract Administrator.

### **1.1 FAILURE TO PERFORM**

Notwithstanding any other remedies County may have, should Contractor fail to properly perform the work as provided under the terms of this Agreement, County, after providing Contractor with three (3) business days' notice, may perform such work and deduct the costs thereby incurred from any payment due to Contractor.

## **2. AS-NEEDED ROUTINE MAINTENANCE**

Contractor will be given a seven (7) calendar day notice of required as-needed routine services. Contractor shall sustain a program of comprehensive maintenance, designed to eliminate or reduce the incidence of malfunctions, reduce complaints and extend the useful life of the equipment. Twenty-four (24) hour notice shall be given to County's DOT, Maintenance and Operations Division, Traffic Signal and Lighting Technician before arriving onsite for any as-needed monthly and semi-annual maintenance, etc. The program shall include, but not be restricted to, the following:

### **2.1 AS-NEEDED MONTHLY ROUTINE MAINTENANCE**

Contractor shall provide as-needed monthly routine maintenance for all signalized intersections and flashing beacons, including but not limited to, all associated equipment, safety lighting, cabinet components, pedestrian signals, battery backup systems and emergency vehicle optical detectors.

As-needed monthly routine maintenance shall include those tasks listed in the "As-needed Monthly Routine Maintenance Checklist," incorporated herein. Contractor shall utilize the "As-needed Monthly Routine Maintenance Checklist" form supplied by County for each inspection of every signal. Contractor shall submit copies of the "As-needed Monthly Routine Maintenance Checklist" to County as a part of the Monthly Activity Report detailed in Section 5 herein.

Replacement of parts during as-needed monthly preventive maintenance shall be approved in advance by County's Contract Administrator, or designee.

### **2.2 AS-NEEDED SEMI-ANNUAL ROUTINE MAINTENANCE**

Contractor shall provide as-needed semi-annual routine maintenance for all signalized intersections, including but not limited to, all associated equipment, safety lighting,

signal heads, cabinet components, pedestrian signals, battery backup systems and emergency vehicle optical detectors.

As-needed semi-annual routine maintenance shall be conducted during the month specified in advance by County's Contract Administrator and shall include those tasks listed in the "As-needed Semi-Annual Routine Maintenance Checklist," incorporated herein. Contractor shall utilize the "As-needed Semi-Annual Routine Maintenance Checklist" form supplied by County for each inspection of every signal. Contractor shall submit copies of the "As-needed Semi-Annual Routine Maintenance Checklist" to County as a part of the Monthly Activity Report detailed in Section 5 herein.

As-needed monthly and semi-annual routine maintenance shall include an "after dark" visual inspection of all lighting associated with signalized intersections covered by this Agreement. Immediately following each inspection, Contractor shall submit to County's Contract Administrator a report itemizing any deficiencies, with recommendations and an estimate for any repairs deemed necessary. As-needed Semi-Annual Testing shall be performed at the same time the as-needed routine monthly maintenance is performed and shall be completed at the conclusion of as-needed routine monthly maintenance on the month specified in advance by County's Contract Administrator.

Replacement of parts during semi-annual preventive maintenance shall be approved in advance by County's Contract Administrator, or designee.

### **2.3 AS-NEEDED ANNUAL MAINTENANCE – CONFLICT MONITORING UNIT (CMU) AND MALFUNCTIONING MONITORING UNITS (MMU) TESTING AND CERTIFICATION**

Contractor shall provide as-needed annual testing and certification of the CMU and MMU card units at each signal location in the field. Testing may be performed at the same time the as-needed routine monthly maintenance or as-needed semi-annual maintenance is performed and shall be completed within ten (10) calendar days of commencing, if requested. Contractor shall notify County forty-eight (48) hours prior to testing the CMU and/or MMU. Passing test reports shall be printed in duplicate. One passing report shall be attached to the CMU or MMU card handle, as applicable, inside the signal controller cabinet. One passing test report for each CMU and MMU shall be provided to County. Contractor shall notify County of CMU and/or MMU test failure and document the test failure on the annual checklist for the specific signal location where it occurs.

Replacement of CMU and/or MMU cards, units or parts may not occur without advance approval by County's Contract Administrator, or designee.

Contractor shall utilize the "As-needed Annual CMU and MMU Test Report Checklist" form supplied by County to document testing each CMU and MMU unit. Contractor shall submit a copy of the "As-needed Annual CMU and MMU Test Report Checklist" to County as a part of the As-needed Monthly Activity Report detailed in Section 5 herein.



## **2.4 AS-NEEDED ROUTINE MAINTENANCE OF TRAFFIC SIGNAL CONTROL EQUIPMENT**

At the direction or with the approval of County's Contract Administrator, Contractor shall maintain in good working order any and all defective parts of the traffic signal control equipment, including replacement of parts based on the expected service life of that part. Whenever it is necessary for Contractor to replace any defective parts on either a temporary or permanent basis, Contractor shall only use replacement parts of the same make and model as the parts being replaced. Further, Contractor shall use only "new" parts for permanent replacements. Exceptions to this policy may occur on an individual basis when agreed upon in writing by County's Contract Administrator.

No permanent change of control mechanisms shall be done without prior written approval of County's Contract Administrator. Further, any such change shall also be indicated on the Monthly Routine Maintenance Checklist.

All traffic signal controller equipment shall be maintained in accordance with the manufacturer's recommendations.

## **2.5 NOTIFICATION OF SIGNAL TURN-ONS OR TURN-OFFS FOR ROUTINE MAINTENANCE**

Contractor agrees to notify, in advance, County's Contract Administrator of any planned or scheduled traffic signal turn-offs or turn-ons necessitated by Contractor's as-needed routine maintenance activities. Contractor shall not make said turn-offs or turn-ons without the prior written approval of County's Contract Administrator. A County representative shall be present at all turn-offs or turn-ons unless otherwise indicated in writing by County's Contract Administrator.

## **2.6 AS-NEEDED ROUTINE MAINTENANCE FOR NEW INSTALLATIONS OR DELETIONS**

Contractor shall provide as-needed routine maintenance for any new signalized intersections and flashing beacons, including all signal equipment, signal lighting, cabinet components, pedestrian signals, battery backup systems and emergency vehicle optical detectors which are installed for County in the future. These devices will be deemed to be added to Exhibit B, marked "Current List of County Maintained Traffic Signals," when County notifies Contractor of the installation thereof. These added devices shall be maintained in the same manner and for the same flat rate fee as those devices currently covered by this Agreement. In the event of the installation of any equipment of a type not already covered, or new signals which are installed and are of a more complicated type than those utilizing a Caltrans Model 170, Model 2070, or National Electrical Manufacturers Association (NEMA) controller, the new equipment may be added to this Agreement at a negotiated rate, by Addendum, mutually satisfactory to Contractor and to County's Contract Administrator. In the event notification for any new device is made on other than the first day of the month, payment for that month shall be prorated from the first day Contractor is notified to begin maintenance. Should responsibility for maintenance of any current or future device cease to be the County's, County's Contract Administrator will notify Contractor in writing of the last date to perform maintenance. Monthly flat rate charges for any

such affected device will be prorated based on the number of days said devices are maintained by Contractor.

### **2.7 ROUTINE MAINTENANCE FOR EQUIPMENT UNDER WARRANTY**

During the period of warranty of items covered by this Agreement, Contractor shall provide a routine monthly maintenance inspection only, contacting County's Contract Administrator immediately to report any identified deficiencies. All work and materials at signals under warranty shall be provided by warranty provider unless otherwise directed by County's Contract Administrator.

### **3. EMERGENCY SERVICE**

Contractor shall maintain a single local or toll-free telephone number during the entire term of this Agreement where it can be reached twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

"Black" signals, signal equipment knockdowns, a signal displaying a conflict, or a signal with two (2) or more indications out shall be considered an "emergency." Contractor shall respond and arrive at the emergency site within two and half (2.5) hours of notification by County.

All other calls shall be handled on a non-emergency basis. Non-emergency calls shall be responded to during regular working hours and within twenty-four (24) hours of notification by County.

To the extent that the emergency work includes repair work, as defined in Public Contract Code section 22202, the total cost of any Work Order, or series of Work Orders related to the same project, shall not exceed the County Purchasing Agent authority that is in effect at the time of the repair work.

In the event of a knock down, Contractor shall provide temporary emergency replacement equipment of a type acceptable to County until permanent repair can be accomplished at no additional cost to County.

Necessary replacement of equipment will not require prior approval from County before such replacements are commenced in conjunction with an emergency call.

To distinguish between a regular maintenance call and an emergency call, the calling party shall state that the call is for "Emergency Service" and indicate the date and time of the call.

#### **3.1 MONITORING EMERGENCY CALLS**

Contractor shall not dispatch any repair staff without receiving prior approval from a DOT Transportation Division staff member occupying one of the positions listed below:

Deputy Director  
Maintenance and Operations Division

Highway Superintendent  
Maintenance and Operations Division, West Slope Roads Unit

Senior Traffic Signal & Lighting Technician  
Maintenance and Operations Division, Traffic Unit

Traffic Signal & Lighting Technician I/II  
Maintenance and Operations Division, Traffic Unit

Traffic Control Maintenance Supervisor,  
Maintenance and Operations Division, Traffic Unit

Traffic Superintendent – Supervising Civil Engineer  
Maintenance and Operations Division, Traffic Unit

A written notice providing the specific contact information and current incumbents of the listed positions will be provided to the Contractor upon execution of this Agreement and at any time a change in the information occurs.

Contractor shall provide written notice to County's Contract Administrator, detailing actions taken to effect emergency repairs, within seven (7) calendar days of completion.

### **3.2 LIQUIDATED DAMAGES**

It is understood and agreed that failure on the part of Contractor to respond, within two and half (2.5) hours under normal conditions to emergency calls as provided in Section 3, "EMERGENCY SERVICE" above, will cause County to suffer an unascertainable amount of damage. In lieu of such unascertainable damage, Contractor agrees to pay to County, not as a penalty but as liquidated damages, the amount of \$50.00/hour. The time for such liquidated damages shall commence from the first hour after the required response time for emergency work as indicated above and in Section 3, "EMERGENCY SERVICE." Charges to Contractor under this section shall be deducted from any payment due or to become due to Contractor.

### **3.3 SIGNAL MAINTENANCE CALL OUTS**

County will always provide initial response to all emergency call outs and reserves the right to utilize County staff to effect repairs whenever County deems it more feasible and is in the public's best interest. Any major work that cannot reasonably be described as "routine monthly maintenance" shall be dealt with as described under Section 4, "MAJOR SIGNAL WORK." (For replacement of defective traffic signal parts or control equipment, see Section 2.2.)

### **3.4 CHARGES FOR REPLACEMENT PARTS OR MATERIALS**

Section 9 of the State of California, Department of Transportation, *Standard Specifications dated May, 2018*, shall apply for calculation of cost to County for all replacement parts and materials. In accordance with the provisions of Section 9-1.04c Materials, Non-Force Account, markup for parts and materials shall not exceed fifteen percent (15%).

County reserves the right to furnish any materials it deems advisable, and Contractor shall have no claims for costs and markup on those materials. Only materials

furnished by Contractor and necessarily used in the performance of the work will be paid for. Proof of cost in the form of invoices from suppliers may be required by County before payment for replacement parts or materials is rendered.

#### **4. MONTHLY ACTIVITY REPORT**

Every invoice submitted by Contractor shall be accompanied by an associated As-needed Monthly Activity Report. The As-needed Monthly Activity Report shall include the As-needed Monthly Routine Maintenance Checklist, As-needed Semi-Annual Routine Maintenance Checklist or the As-needed Annual Conflict Monitoring Unit (CMU) and Malfunctioning Monitoring Unit (MMU) Testing Report Checklist, as applicable. The payment of invoices that are not supported by the as-needed Monthly Activity Report shall be delayed until the report(s) is received. All as-needed Monthly Activity Reports must be submitted on the appropriate County provided and approved forms by the beginning of the next month. All as-needed Monthly Activity Reports must be filled out completely and signed. Any deficiencies identified during the as-needed routine maintenance inspection must be indicated.

NOTE: ALL TIME KEEPING MUST BE ACCURATE, BOTH ON THE CABINET LOGS AND ON THE ACTIVITY REPORTS.

#### **6. MEETINGS**

Contractor's journeyman electrician shall be available to meet, when deemed necessary, with the Contract Administrator or his designee at a mutually agreed upon time and place to review maintenance activities. Should any issues remain unresolved, Contractor's foreman electrician shall be similarly available to meet with County's Contract Administrator or his designee. There shall be no charge to County for meetings to resolve conflicts or issues related to Contractor's performance under this Agreement.



## COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

### As-needed Monthly Routine Maintenance Checklist

Intersection:		
Date:	Start Time:	Time:
<b>Equipment</b>	<b>Status</b>	<b>Remarks</b>
<b>Controller Cabinet</b>		
Visually inspect cabinet and electrical svc. for damage		
Check lock operation on door, service pedestal, police panel		
Check door function and gasket condition		
Clear any obstructions from around door		
Check ventilation fan and thermostat operation		
Check cabinet light and switch operation		
Check air filter condition (change if necessary)		
Check cabinet light and switch		
Visually check all cabinet components for proper operation		
<b>Controller</b>		
Visually inspect controller for proper operation		
Verify all controller LEDs are working		
Verify controller display is working		
Verify timing and coordination are correct		
Verify phases on recall		
<b>Emergency Vehicle Optical Detectors</b>		
Verify proper operation		
<b>Pedestrian Signals/Pedestrian Heads</b>		
Verify proper operation of pedestrian heads by activating push buttons		
Visually inspect noting condition and proper operation		
Ensure pedestrian signal heads properly aimed		
Inspect lens condition		
Verify push button condition and operation		
<b>Vehicular Signals/Signal Heads</b>		
Visually inspect noting condition and proper operation		
Verify proper operation of vehicular signal heads		
Inspect signal lens condition		
Inspect lamps		
Ensure Programmed visibility heads functioning and aimed correctly		

As-needed Monthly Routine Maintenance Checklist (Page 2)

<b>Equipment</b>	<b>Status</b>	<b>Remarks</b>
<b>Mast Arm, Mounted Signs</b>		
Visually inspect mast arm mounted signs noting condition		
<b>Battery Backup System</b>		
Visually inspect system		
Verify system is online		
Verify system functions as designed when power removed		
Verify batteries are charged		
Record the number of failures/duration - reset		
<b>Detectors and Loops</b>		
Verify all loops working		
Verify detector functions properly		
<b>Safety and Associated Signal Lighting</b>		
Conduct an "after dark" inspection of traffic signals, pedestrian signals, luminaires and lighted street name signs		



## COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

### As-needed Semi-annual Routine Maintenance Checklist

Intersection: _____		
Date: _____	Start Time: _____	End Time: _____
<b>Equipment</b>	<b>Status</b>	<b>Remarks</b>
<b>Controller Cabinet</b>		
Verify all appropriate documentation is in cabinet		
Clean and vacuum controller cabinet and contents		
Replace cabinet air filter		
Visually check for signs of water accumulation or damage		
Lubricate all hinges and door locks on controller cabinet and service pedestal		
Check and record voltage levels at PDA and service input to cabinet		
<b>Safety and Associated Signal Lighting</b>		
Conduct an "after dark" inspection of traffic signals, pedestrian signals, luminaires and lighted street name signs		
<b>Controller</b>		
Check for proper time setting of controller		
<b>Emergency Vehicle Optical Detectors</b>		
Inspect and clean lenses		
Ensure devices are properly aligned		
<b>Pedestrian Signals/Pedestrian Heads</b>		
Inspect heads for defects and deficiencies		
Clean faces on all LED modules		
Ensure heads are secure and properly aligned		
<b>Vehicular Signals/Signal Heads</b>		
Clean all signal heads and LED lenses		
Ensure all signal heads are secure and properly aligned		
Inspect heads for defects and deficiencies		
Clean all visors		
<b>Mast Arm, Mounted Signs</b>		
Inspect and adjust and/or tighten mast arm sign hardware as needed (check vertical clearance)		

## As-needed Semi-annual Routine Maintenance Checklist (Page 2)

<b>Equipment</b>	<b>Status</b>	<b>Remarks</b>
<b>Battery Backup System</b>		
Check battery voltage and available current output, make recommendations for battery replacement when necessary		
Test charging system		
Clean system		
Check all connections and clean terminals		
<b>Road/Loops</b>		
Visually inspect roadway condition around loop detectors for exposed wires, cracks and potholes		
Check detector amplifiers and tune if necessary		
Check ground road clamp and wire		
Check operation of ground fault receptacle		
Check hand hole covers to assure they are in place		
Locate, clear and clean all pull boxes		
Visually inspect integrity of splices		
<b>Lens Cleaning</b>		
Inspect and clean camera lenses		
Inspect and clean radar face plates		







