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Republic Intelligent Transportation Services, Inc.

Maintenance and Repair of Traffic Signals and Associated Equipment

AGREEMENT FOR SERVICES # AGMT 11-53162

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 Republic Intelligent Transportation Services, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 371 Bel Marin Keys Boulevard, Suite 200, Novato, California 94949-5699 (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 services necessary to maintain and repair traffic signals and associated equipment for the Department of Transportation;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such 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 authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: Contractor agrees to furnish personnel, materials, services and equipment necessary to assist the Department of Transportation in maintaining and repairing traffic signals and associated equipment. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective July 1, 2011 and shall expire June 30, 2014.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized 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 "Cost Proposal: Table of Equipment and Labor Rates," incorporated herein and made by reference a part hereof. Exhibit C indicates equipment and labor rates that are effective through June 30, 2014. 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 Section 3.4 of Exhibit A hereto.

The total amount of this Agreement shall not exceed \$420,000, inclusive of all expenses.

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

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division – Accounts Payable

or to such other location as County directs.

In the event that Contractor fails to complete and, where applicable, submit, in the format specified, the various checklists, reports, notices and cabinet logs required by this Agreement, including the completion and, where applicable, the submission of all of the items required in Exhibit A, "Scope of Services" hereto, County at its sole option may delay the monthly payment until such time as the required items are completed and, where applicable, received.

ARTICLE IV

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 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 offices of the District Director of Transportation for the district in which the work is situated. 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 Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE V

Apprentices: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 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 contract. 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 VI

Certified Payroll: As required under the provisions of Labor Code Section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

1. 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.
2. 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:
 - a. Make available or furnish to the employee or his or her authorized representative on request.
 - b. 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.

- c. 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.

ARTICLE VII

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 Contract, including but not limited to, the costs of administering the various aspects of the Contract. 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 contract 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 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 Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE VIII

Payment of all Federal, State or City Taxes: Any federal, state or city 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 IX

Compliance with all Applicable Laws: Contractor shall conform to and abide by all 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 X

Reporting Accidents: Contractor shall prepare and submit to County (within 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 XI

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 Contract.

Signed:  Dated: 6/21/11

ARTICLE XII

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 XIII

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 agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE XIV

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 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 XV

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 XVI

Independent Contractor/Liability: 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, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XVII

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 may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVIII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. 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.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement 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 in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. 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 for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIX

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

With a Copy To:
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Tom Celio
Deputy Director
Maintenance and Operations Division

Attn.: Janel Gifford
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Republic Intelligent Transportation Services, Inc.
371 Bel Marin Keys Boulevard, Suite 200
Novato, CA 94949-5699

Attn.: James Wagner, P.E., Vice President of Engineering

or to such other location as Contractor directs.

ARTICLE XX

Indemnity: Contractor shall defend, indemnify, and hold County, its officers, directors, employees, agents, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' 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 Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXI

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 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.
- 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 contract, 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 contract 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 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects 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 as respects 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 XXII

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 Contractor License; a Class C10 Electrical Contractor License; a Class C31 Construction Zone Traffic Control Contractor License; and a Class D31 Pole Installation and Maintenance Contractor License as required by the categories and types of work to be performed under this Agreement. A copy of Contractor's State Contractors' license must be provided with this Agreement.

ARTICLE XXIII

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 XXIV

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 XXV

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. 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 XXVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXVIII

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 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 XXIX

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXX

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 Contract shall be governed by the provisions of those sections.

ARTICLE XXXI

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 XXXII

Year 2000 Compliance: Contractor agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Contractor will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXXIII

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

ARTICLE XXXIV

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 XXXV

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

ARTICLE XXXVI

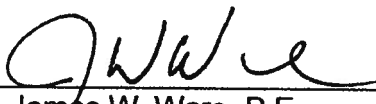
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

By: 
Tom Celio
Deputy Director
Maintenance and Operations Division
Department of Transportation

Dated: 6/16/11

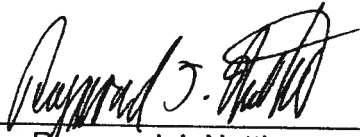
Requesting Department Concurrence:

By: 
James W. Ware, P.E.
Director of Transportation

Dated: 6/15/11

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

--COUNTY OF EL DORADO--

By: 
Raymond J. Nutting
Chair, Board of Supervisors
"County"

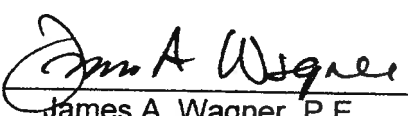
Dated: 6-21-11

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6-21-11

-- REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC. --

By: 
James A. Wagner, P.E.
Vice President of Engineering
"Contractor"

Dated: 6/21/11

By: 
Jeff Ason
Corporate Secretary

Dated: 6/21/11

Republic Intelligent Transportation Services, Inc.

Exhibit A

Scope of Services

1. **SERVICES**

Contractor shall provide ongoing and regular field preventive maintenance and repairs 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.

Contractor shall furnish and retain a journeyman electrician with IMSA level II certification and a minimum of three (3) years experience in traffic signal repairs 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 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 and repair 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 Contract Administrator or his designee in re-calibrating signal timing and progression. Contractor will not change the timing of any signal except under the direction or written concurrence of the Contract Administrator.

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

Contractor shall complete the Cabinet Log located in each signal cabinet every time the cabinet is opened to provide 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 inquires from the public regarding policy and procedures or terms of this Agreement to the 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. ROUTINE MAINTENANCE

Contractor shall sustain a program of continuing, comprehensive maintenance, designed to eliminate or reduce the incidence of malfunctions, reduce complaints and extend the useful life of the equipment. The program shall include, but not be restricted to, the following:

2.1 MONTHLY ROUTINE MAINTENANCE

Contractor shall provide 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 back up systems and emergency vehicle optical detectors.

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

Replacement of parts during monthly preventive maintenance shall be approved in advance by the Contract Administrator, or designee.

2.2 SEMI-ANNUAL ROUTINE MAINTENANCE

Contractor shall provide semi-annual routine maintenance for all signalized intersections and flashing beacons, including but not limited to, all associated equipment, safety lighting, signal heads, cabinet components, pedestrian signals, battery back up systems and emergency vehicle optical detectors.

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

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 the Contract Administrator a report itemizing any deficiencies, with recommendations and an estimate for any repairs deemed necessary.

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

2.3 ON-CALL ROUTINE MAINTENANCE OF TRAFFIC SIGNAL CONTROL EQUIPMENT

At the direction or with the approval of the Contract Administrator, Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment. 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 the Contract Administrator.

No permanent change of control mechanisms shall be done without prior written approval of the 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.

2.4 NOTIFICATION OF SIGNAL TURN-ONS OR TURN-OFFS FOR ROUTINE MAINTENANCE

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

2.5 ROUTINE MAINTENANCE FOR NEW INSTALLATIONS OR DELETIONS

Contractor shall provide routine maintenance for any new signalized intersections and flashing beacons, including all signal equipment, signal lighting, cabinet components, pedestrian signals, battery back up 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 NEMA controller, the new equipment may be added to this Agreement at a negotiated rate, by Addendum, mutually satisfactory to Contractor and to the 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, the 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 on the basis of the number of days said devices are maintained by Contractor.

2.6 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 the 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 the 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, 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 (2) 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.

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 Department of Transportation 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

Traffic Control Maintenance Worker IV
Maintenance and Operations Division, Traffic Unit

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

Traffic Superintendent,
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 the 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 (2) 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 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, 2006*, shall apply for calculation of cost to County for all replacement parts and materials. In accordance with the provisions of Section 9, 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. MAJOR SIGNAL WORK

County shall retain the discretionary right to perform all major signal work such as signal upgrades, modifications and/or installations through the use of County forces, by negotiated agreement, or to advertise such work for competitive bid. Contractor has the right to participate in any competitive selection process involving any major signal work.

5. MONTHLY ACTIVITY REPORT

Every invoice submitted by Contractor must be accompanied by an associated Monthly or Semi-Annual Activity Report. Payment of invoices that are not supported by an activity report shall be delayed until a supporting report is received. All activity reports must be submitted on the appropriate County provided and approved forms. All activity reports must be filled out completely and signed. Any deficiencies identified during the 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 the 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.



MONTHLY ROUTINE MAINTENANCE CHECKLIST



Intersection:		
Date:	Start Time:	Time:
Equipment	Status	Remarks
Controller Cabinet		
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		
Controller		
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		
Emergency Vehicle Optical Detectors		
Verify proper operation		
Pedestrian Signals/Pedestrian Heads		
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		
Vehicular Signals/Signal Heads		
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		

MONTHLY ROUTINE MAINTENANCE CHECKLIST (Page 2)

Equipment	Status	Remarks
Mast Arm, Mounted Signs		
Visually inspect mast arm mounted signs noting condition		
Battery Backup System		
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		
Detectors and Loops		
Verify all loops working		
Verify detector functions properly		

COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION



SEMI-ANNUAL ROUTINE MAINTENANCE CHECKLIST



Intersection:		
Date:	Start Time:	End Time:
Equipment	Status	Remarks
Controller Cabinet		
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		
Safety and Associated Signal Lighting		
Conduct an "after dark" inspection of traffic signals, pedestrian signals, luminaires and lighted street name signs		
Controller		
Check for proper time setting of controller		
Emergency Vehicle Optical Detectors		
Inspect and clean lenses		
Ensure devices are properly aligned		
Pedestrian Signals/Pedestrian Heads		
Inspect heads for defects and deficiencies		
Clean faces on all LED modules		
Ensure heads are secure and properly aligned		
Vehicular Signals/Signal Heads		
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		
Mast Arm Mounted Signs		
Inspect and adjust and/or tighten mast arm sign hardware as needed (check vertical clearance)		

SEMI-ANNUAL ROUTINE MAINTENANCE CHECKLIST (Page 2)

Equipment	Status	Remarks
Battery Backup System		
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		
Road/Loops		
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		

Republic Intelligent Transportation Services, Inc.

Exhibit B

Current List of County Maintained Traffic Signals

1. Cameron Park Drive @ Coach Lane
2. Cameron Park Drive @ La Canada
3. Cameron Park Drive @ Meder Road
4. Cameron Park Drive @ Oxford Road
5. Cameron Park Drive @ Palmer Drive
6. El Dorado Hills Boulevard @ Harvard Way
7. El Dorado Hills Boulevard @ Lassen Lane/Serrano Parkway
8. El Dorado Hills Boulevard @ Olson Lane
9. El Dorado Hills Boulevard @ Park Drive
10. El Dorado Hills Boulevard @ Saratoga Way
11. El Dorado Hills Boulevard @ St Andrews Drive/Governor Drive
12. El Dorado Hills Boulevard @ Wilson Boulevard
13. Francisco Drive @ Green Valley Marketplace Driveway
14. Francisco Drive @ Village Center Drive
15. Green Valley Road @ Bass Lake Road
(Includes Flashing Beacon on Green Valley Road)
16. Green Valley Road @ Cambridge Road
17. Green Valley Road @ Cameron Park Drive/Starbuck Road
18. Green Valley Road @ El Dorado Hills Boulevard/Salmon Falls Road
19. Green Valley Road @ Francisco Drive
20. Green Valley Road @ Miller Road/Brown's Ravine Road
21. Green Valley Road @ Mormon Island Drive/Lakeridge Oaks Drive
22. Green Valley Road @ Pleasant Grove Middle School
23. Green Valley Road @ Silva Valley Parkway/Allegheny Road
24. Green Valley Road @ Sophia Parkway
25. Latrobe Road @ Golden Foothill Parkway/Clubview Drive
26. Latrobe Road @ Golden Foothill Parkway
27. Latrobe Road @ Investment Boulevard
(Includes Flashing Beacon on Latrobe Road)
28. Latrobe Road @ Suncast Lane
29. Latrobe Road @ Town Center Drive
30. Latrobe Road @ White Rock Road
(Includes Flashing Beacon on Latrobe Road)
31. Missouri Flat Road @ El Dorado Road
32. Missouri Flat Road @ Forni Road
33. Missouri Flat Road @ Golden Center Drive
34. Missouri Flat Road @ Mother Lode Drive
35. Missouri Flat Road @ Plaza Drive
36. Mother Lode Drive @ French Creek Road
37. Silva Valley Parkway @ Harvard Way
38. Silva Valley Parkway @ Serrano Parkway

39. South Shingle Road @ Durock Road
40. White Rock Road @ Stonebriar Drive/Four Seasons Drive
41. White Rock Road @ Valley View Parkway/Vine Street

Republic Intelligent Transportation Services, Inc.

Exhibit C

Cost Proposal: Table of Equipment and Labor Rates

Item	Rates
Routine Monthly Maintenance Fee	<u>\$128.00</u> per signalized intersection
Routine Monthly Maintenance Flasher Rate	<u>\$70.00</u> per flashing beacon
Journeyman Electrician - Traffic Signal Maintenance and Repair (rate for Emergency Service, Major Signal Work) Hourly Straight Time ¹ Hourly Overtime	<u>\$86.00</u> per hr. <u>\$120.00</u> per hr.
Foreman Electrician - Traffic Signal Maintenance and Repair and Supervision (rate for Emergency Service, Major Signal Work when supervision required) Hourly Straight Time ¹ Hourly Overtime	<u>\$94.00</u> per hr. <u>\$130.00</u> per hr.
Laborer - Excavation, Jackhammer and General Laborer Work Hourly Straight Time ¹ Hourly Overtime	<u>\$65.00</u> per hr. <u>\$95.00</u> per hr.
1 - Ton Bucket Truck Hourly Rate Maximum Daily Rate ²	<u>\$29.00</u> per hr. <u>\$200.00</u> per day
8 - Ton Mobile Crane Hourly Rate Maximum Daily Rate ²	<u>\$75.00</u> per hr. <u>\$600.00</u> per day
2 - Ton Bucket Truck Hourly Rate Maximum Daily Rate ²	<u>\$38.00</u> per hr. <u>\$280.00</u> per day
1 - Ton Dump Truck Hourly Rate Maximum Daily Rate ²	<u>\$25.00</u> per hr. <u>\$200.00</u> per day
Flatbed Truck Hourly Rate Maximum Daily Rate ²	<u>\$25.00</u> per hr. <u>\$200.00</u> per day
Crack Sealer Machine	<u>\$175.00</u> minimum plus <u>\$.95</u> per foot
Testing and Certification of full 332 Cabinet and Controller	<u>\$1,200.00</u> each
Installation of Inductive Loops 1 to 2 3 to 4 5 to 8 9+	<u>\$1,000.00</u> each <u>\$820.00</u> each <u>\$680.00</u> each <u>\$540.00</u> each

Unit Prices (Fixed rate replacement cost for materials, including labor and equipment)		
Replace HPS Lamp	<u>\$75.00</u>	per unit
Replace Photocell	<u>\$75.00</u>	per unit
Replace HPS Starter	<u>\$125.00</u>	per unit
Replace HPS Ballast	<u>\$260.00</u>	per unit
Replace Complete Luminaire	<u>\$440.00</u>	per unit

Additional rates upon request.

¹ Contractor's normal working hours are: Mondays through Fridays, 7:00 A.M. to 3:00 P.M.

² Full day's use for purposes of application of the daily rate is defined as eight (8) or more hours in one twenty-four (24) hour period.



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **647154** License Type: **CORP**
License Holder: **REPUBLIC INTELLIGENT
TRANSPORATATION SERVICES, INC**

License Class: **C10 A C31 C81/D31**

Expiration Date: **06/30/2012**

