

**AGREEMENT
FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES**

The following is an Agreement, dated as of _____, by and between the County of Marin, hereinafter referred to as "COUNTY," and Republic Electric, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, CONTRACTOR represents to COUNTY that it is a duly qualified firm experienced in maintaining traffic signal installations; and

WHEREAS, in the judgment of the Board of Supervisors of COUNTY, it is necessary and desirable to employ the services of CONTRACTOR for traffic signal maintenance services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES. This Agreement is consummated for the purpose of having CONTRACTOR furnish all labor, equipment, and materials and perform all work necessary to maintain and repair all the traffic signal installations listed on Attachment "C" to this Agreement. COUNTY may add or delete signalized intersections respectively to or from Attachment "C." The CONTRACTOR shall at all times maintain a force of trained, qualified traffic signal maintenance employees sufficient to perform the work required and described herein. The force of qualified employees shall be sufficient to respond to emergency calls which may be received from time to time and to promptly make temporary and permanent repairs.

CONTRACTOR shall provide adequate shop facilities, spare traffic signal components, a lab equipped to operationally test a complete 170 traffic signal controller assembly for an extended period, maintenance vehicles with cell phone dispatch, tools, inventory and testing equipment to accomplish such work.

CONTRACTOR shall have experience for past five consecutive years in traffic signal maintenance for at least five cities, and own the required equipment. CONTRACTOR shall provide a traffic signal maintenance technician with a minimum of five years experience in traffic signal repairs during the entire term of the Agreement to perform CONTRACTOR's services under this Agreement.

All workmanship, equipment, material and articles incorporated in the work covered by this Agreement shall be the best grade of their respective kind and for their purpose, unless specially directed otherwise by COUNTY.

A traffic signal installation may include, but is not limited to: traffic signal controller and cabinet, service cabinet, advance flashing beacons, pedestrian signals, detector systems, video detection camera system, interconnect cable, preemption system, uninterrupted power supply, safety lighting, and equipment required to operate these features.

A. Specified Services.

Services to be provided by CONTRACTOR:

i) Maintenance and Resource Availability Work Tasks

CONTRACTOR shall provide all labor, equipment, materials, shop availability and tools necessary to accomplish the hereinafter described work:

(1) Traffic Signal Installation Maintenance Tasks (see Attachment "A").

(2) Records.

(a) CONTRACTOR shall maintain a legible record of all service calls and repairs, and pertinent data pertaining to each individual intersection will be kept in the controller cabinet and properly annotated by CONTRACTOR at the time of the regular monthly routine inspection and at the time of any repair work or modifications. A duplicate record will be kept on file in CONTRACTOR's office.

(b) CONTRACTOR shall keep COUNTY-provided signal timing charts in the controller cabinets. CONTRACTOR shall record on these charts all signal timing changes, and identify the personnel implementing the change and dates of changes. Only COUNTY staff shall authorize timing changes. CONTRACTOR may make changes required on a temporary basis due to maintenance operations, such as detector failures, but must inform COUNTY staff before making each change.

(3) Monthly Maintenance Report. Monthly, together with CONTRACTOR's monthly invoice to COUNTY, CONTRACTOR shall submit a Maintenance Report to COUNTY covering the billing period which is being invoiced. This report shall contain, as a minimum, the following information on every traffic signal in the system:

(a) Time and date the preventive maintenance work was performed.

(b) All pending repair work needed at each intersection.

- (c) Time the service calls were received by CONTRACTOR, arrival time at the intersection, response time, number of hours spent for each repair.
 - (d) A complete record of all work that was performed on the traffic signal equipment during the time period covered by the report, including the make, model, and serial number of any replacement components or other equipment newly installed at each intersection, and the make, model and serial number of any replaced component.
 - (e) Detail cost break down for non-routine work is required.
 - (f) CONTRACTOR's invoices will not be paid until the Monthly Report submittal covering the billing period, which is being invoiced, is received by COUNTY.
- (4) Emergency Response. CONTRACTOR shall provide response and repair service twenty-four hours a day, seven days a week, including holidays. When contacted by COUNTY, or other emergency response agency, to correct a signal malfunction or failure, CONTRACTOR shall respond within the response times shown hereafter, and CONTRACTOR shall immediately provide COUNTY, or other emergency response agency, the cell phone number of the lead person who is responding to any emergency response request. Upon notification the CONTRACTOR shall respond within 30 minutes on weekdays (7:00 AM to 5:00 PM), and 60 minutes on nights (5:00 PM to 7:00 AM), weekends and holidays. The outside time for follow up action is four (4) hours from notification. In case of major malfunction and damages during the day, the CONTRACTOR shall contact the COUNTY to receive direction. During night, weekend and holiday hours, the CONTRACTOR shall make the most appropriate emergency repairs and contact the COUNTY by 9:00 AM on the next working day.
- (5) Upon completion of emergency work, CONTRACTOR shall contact the appropriate telephone number listed as COUNTY's contact herein and inform COUNTY that the emergency work has been completed. In addition, CONTRACTOR shall provide written notice to COUNTY within three calendar days that such repairs have been completed. Consultations. CONTRACTOR shall designate a representative in CONTRACTOR's organization, who shall be available to COUNTY for consultation. This consultation shall consist of cost estimates for traffic signal repairs, accident damage repairs, and replacement of obsolete or deteriorated signal systems, and recommendations on anticipated changes in traffic signal installations. CONTRACTOR shall furnish the name, address and telephone number of CONTRACTOR's representative to COUNTY.

- (6) Spare Materials and Equipment Availability. CONTRACTOR shall maintain adequate storage and shop repair facilities to perform all work, including a sufficient stock of spare parts, standby controllers, and signal equipment to effect permanent repairs to the system within a thirty (30)-day period. Failure to effect permanent repairs within this time limit shall be sufficient cause for COUNTY to authorize repairs to be completed by others. Repetitive failure as determined by COUNTY, shall be sufficient cause to cancel this Agreement. If requested by COUNTY, CONTRACTOR shall purchase materials, services, components, or articles for COUNTY for use at COUNTY traffic signal installations. CONTRACTOR shall be repaid for such purchased items as material purchases.

CONTRACTOR shall be responsible for furnishing all spare standby controllers necessary to maintain the continued safe, efficient operation of the signals whenever the original unit is withdrawn for maintenance, repair, or modification. Standby controllers shall be of the same state-designated type as those in operation at the intersection, unless specific authority is granted for variance by COUNTY for each individual occurrence. All component parts of each system shall be maintained at all times to perform the functions for which they were designed, unless authorized to the contrary by COUNTY.

- (7) Shipping Related Shop Services. The cost of shipping or delivering controllers, controller cabinets, cabinet components, and other signal-installation-related articles and components from the CONTRACTOR's shop or lab to COUNTY is included in the monthly preventive maintenance fee COUNTY pays CONTRACTOR.
- (8) Traffic Control. CONTRACTOR shall furnish, erect and maintain sufficient warning devices, signs, flagmen, and barricades to give the public adequate warning of CONTRACTOR's preventive maintenance activity, whenever necessary.
- (9) Accessibility Improvements at Existing Facilities. CONTRACTOR shall install all new equipment and hardware in accordance with the most stringent requirements of Title 24, California Code of Regulations, and the Americans with Disabilities Act. This includes, but is not limited to, compliant push buttons, proper placement of push buttons on existing poles, proper positioning of pedestrian signal heads and proper pedestrian signage.

During major equipment/interesection renovation projects, CONTRACTOR shall include all accessibility upgrades at the specific location where renovation is proposed (i.e. relocate signal pole at NW

corner of the intersection – include compliant curb ramps, pedestrian push buttons, push button location, reach ranges and clear spaces).

ii) Scheduled Extra Work

When requested by COUNTY, CONTRACTOR shall provide all labor, equipment, materials, shop availability, and tools necessary to accomplish the hereinafter described work:

- (1) Signal Installation Repair or Modification. This work consists of repairing or modifying any existing signal installation's features or components.
- (2) Signal Under Construction Component Testing. This work includes testing detector loops and detector lead-in-cables for megohm reading, continuity, frequency and inductance, and testing and certifying controller cabinets and control equipment. COUNTY shall determine the documentation and certifications CONTRACTOR shall furnish COUNTY as part of this work.
- (3) Signal Timing Installation. This work consists of entering new timing plans or altering existing timing plans at direction of COUNTY.
- (4) Signal Power Turn-On. This work consists of controller cabinet component operation, signal installation feature testing, problem diagnosis, and other related tasks necessary to accomplish a successful turn-on.
- (5) Equipment Testing and Inspection. This work consists of services to inspect and test traffic signal equipment and components as requested by COUNTY.
- (6) Training. This work consists of the CONTRACTOR training COUNTY staff in the use and/or programming of signal installation components.

iii) Emergency Response Extra Work

When notified by COUNTY to repair a malfunctioning or out-of-order traffic signal installation, CONTRACTOR shall respond to correct the malfunction or failure within the response time specified herein above.

- (1) CONTRACTOR On-Call Emergency Contact. CONTRACTOR shall provide COUNTY a 24-hour attended telephone number for COUNTY to call to request emergency response service.
- (2) Emergency Response Work. This work consists of the CONTRACTOR dispatching qualified personnel and appropriate equipment, tools and materials to restore signal operation.

- (3) Emergency Response Completion Period. This work consists of the CONTRACTOR restoring normal operation of any traffic signal installation covered by this Agreement within 24 hours of being notified to do so.
- (4) Temporary Controller and/or Cabinet. To restore normal operation, CONTRACTOR shall furnish and install a substitute controller unit and/or cabinet, if so directed by COUNTY, that is capable of providing the same signal operation, insofar as phasing and times, until the existing controller unit and/or cabinet can be returned to service or be replaced.
- (5) Accessibility Improvements. All pedestrian pushbuttons, and associated hardware, shall be installed in compliance with the most stringent requirements of Title 24, California Code of Regulations, and the Americans with Disabilities Act. CONTRACTOR may schedule the accessibility modifications for a later date if the original equipment is still operational and reused in the emergency repair

B. Compensation for All Work Shall Be as Follows:

i) Compensation for Signal Maintenance and Resource Availability Work

Compensation for all work, as described in Section 1.1A of this Agreement, is included in the price paid per intersection for monthly routine maintenance, as shown on Attachment "B" of this Agreement.

ii) Compensation for Scheduled Extra Work and Emergency Response Extra Work

Compensation for Scheduled Extra Work, as described in Section 1.1B of this Agreement, and compensation for Emergency Response Extra Work, as described in Section 1.1C of this Agreement, shall be either in accordance with a pre-approved agreed price for the work or a time-and-material basis using the labor and equipment hourly rates shown on Attachment "B," and as may be adjusted as described thereon. It is anticipated that CONTRACTOR owns all equipment necessary to perform the work and therefore no additional payment will be made for equipment rental. Should equipment rental equipment become necessary due to emergency condition, COUNTY will not pay any rental rate over and above Caltrans Equipment Rental Rates.

For the purposes of this section, extra work refers to the replacement, repair, or upgrading of any device utilized for traffic control or to insure the public's safety.

CONTRACTOR shall contact COUNTY to obtain prior approval before work is scheduled or performed under this provision. Upon COUNTY staff's request, CONTRACTOR shall provide to COUNTY verified invoiced charges, with time cards and material invoices, and certified payroll records.

The COUNTY will pay for repairs under this section when such repairs are necessary due to damaged signal devices or safety lighting resulting from vehicular collisions, acts of God, or malicious damage, or for replacements.

- C. Performance Standard. CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion and in addition to any other remedies provided herein or by law, shall have the right to do any or all of the following:
- i) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern;
 - ii) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory to the COUNTY; or
 - iii) terminate this Agreement in accordance with the provisions of Section 4 herein.
- D. Key Personnel. Any and all persons identified in this Agreement performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement, and without whose services COUNTY would not have entered into this Agreement. CONTRACTOR shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY. With respect to performance of work under this Agreement, CONTRACTOR shall employ the following key personnel:
- Dennis Walther
 - Harry Horton
 - Mark Rufer
- E. Assigned Personnel. CONTRACTOR shall assign only competent personnel to perform the work hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform work hereunder, CONTRACTOR shall remove such person or persons immediately upon receiving notice from COUNTY.
- F. Services to Be Provided by County. COUNTY may add traffic signal installations to or delete them from the list in Attachment "C." COUNTY shall provide signal timing charts.

2. PAYMENT.

A. Notwithstanding anything stated to the contrary herein, for all of the services described in Section 1.1 above, which are to be performed by CONTRACTOR (including, without limitation, all tools, equipment, labor, supplies, supervision and materials), COUNTY agrees to pay, and CONTRACTOR agrees to accept compensation.

B. CONTRACTOR shall be paid within thirty (30) days after submission of a verified claim and invoice, in triplicate.

3. TERM OF AGREEMENT. The term of this Agreement shall commence in accordance with Section 7.A below and CONTRACTOR shall perform such work for a period of 36 months. Contract periods shall end on June 30 of the final year. The term of the Agreement may be extended if COUNTY and CONTRACTOR mutually agree.

4. TERMINATION. At any time and without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving ten (10) days prior written notice to CONTRACTOR. In the event of such termination, COUNTY shall pay CONTRACTOR for services satisfactorily rendered to such date. If CONTRACTOR should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, COUNTY may immediately terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by CONTRACTOR.

5. INDEMNIFICATION. CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, arising out of or in connection with the negligent performance or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of COUNTY, but excluding liability due to the sole active negligence or sole willful misconduct of COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under Workers' Compensation acts, disability benefits acts or other employee benefit acts. CONTRACTOR shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with CONTRACTOR's performance hereunder.

6. INSURANCE. With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all its subcontractors to maintain insurance as described below:

- A. Worker's Compensation Insurance. Worker's compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Marin, Department of Transportation and Public Works."

- B. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- i) "The County of Marin, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- ii) "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."
- iii) "The insurance provided herein is primary coverage to the County of Marin with respect to any insurance or self-insurance programs maintained by COUNTY."
- iv) "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Marin, Department of Public Works."

- C. Automobile Liability Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the COUNTY of Marin, Department of Public Works."

- D. Documentation. The following documentation shall be submitted to COUNTY:

- i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
- ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

iii) Upon COUNTY's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of COUNTY's request.

iv) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

E. Policy Obligations. CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

F. Material Breach. If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance. These remedies shall be in addition to any other remedies available to COUNTY.

7. PROSECUTION OF WORK.

A. Commencement of Work. CONTRACTOR agrees to proceed with the performance of this Agreement within five days of the date of issuance, by the Director of Public Works, of written notice to proceed with the work.

B. Liquidated Damages. CONTRACTOR and COUNTY agree that COUNTY's actual damages, in the event CONTRACTOR does not accomplish Emergency Response Extra Work called for by this Agreement would be extremely difficult or impracticable to determine. Therefore, the parties agree that the sum of \$500.00 per hour shall be deducted from the CONTRACTOR's compensation as liquidated damages for each hour work is delayed beyond the time of delivery specified in this Agreement, unless waived by COUNTY after having reviewed the basis of the delay. CONTRACTOR and COUNTY acknowledge and agree that the sum per hour specified above is a reasonable estimate of the damages that COUNTY will suffer in the event of such a delay. The time for such liquidated damages shall commence from the first minute of the first hour after the required maximum response time has past. CONTRACTOR and COUNTY agree that COUNTY may deduct any liquidated damages due COUNTY from the amounts otherwise due CONTRACTOR. The amount of liquidated damages provided in this Agreement is not intended to, nor does the amount include, any damages incurred by COUNTY for reasons other than CONTRACTOR's delay in accomplishing Emergency Response Extra Work specified in this Agreement. COUNTY shall be entitled to claim against and recover or deduct from sums otherwise due CONTRACTOR its actual damages arising out of such other reasons.

8. EXTRA OR CHANGED WORK. Failure of CONTRACTOR to secure written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter

CONTRACTOR shall be entitled to no compensation whatsoever for the performance of such work. CONTRACTOR further waives any and all right or remedy by way of restitution or quantum merit for any and all extra work performed without such express and prior written authorization of the Board of Supervisors. COUNTY's modifying Attachment "C," Traffic Signal Installations List, is not considered to be extra or changed work for the purposes of this paragraph.

9. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.

- A. Standard of Care. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release.
- B. Status of Contractor. The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent CONTRACTOR and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees. In the event COUNTY exercises its right to terminate this Agreement pursuant to Section 4 above, CONTRACTOR expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- C. Taxes. CONTRACTOR agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR's failure to pay, when due, all such taxes and obligations. In case COUNTY is audited for compliance regarding any withholding or other applicable taxes, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes on these earnings.
- D. Records Maintenance. CONTRACTOR shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to COUNTY for inspection at any reasonable time. CONTRACTOR shall maintain such records for a period of not less than five (5) years following completion of work hereunder.
- E. Conflict of Interest. CONTRACTOR acknowledges that to the best of its knowledge it presently has no interest which would conflict in any manner or degree with the performance of services hereunder. CONTRACTOR further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by COUNTY, CONTRACTOR shall complete and file,

and shall cause any person doing work under this Agreement to complete and file, a "Statement of Economic Interest" with the Marin County Clerk disclosing their financial interests.

- F. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited basis. CONTRACTOR agrees to comply with the provisions of Article II of Chapter 19 of the Marin COUNTY Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection, during the term of this Agreement and any extensions of the term.
10. DEMAND FOR ASSURANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and, until he receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.
11. ASSIGNMENT. Neither party hereto shall assign, delegate, sublet or transfer any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented. CONTRACTOR hereunder offers and agrees to assign to COUNTY, and agrees to require its subcontractors to offer and agree to assign to COUNTY, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time COUNTY tenders final payment to CONTRACTOR, without further acknowledgment of the parties.

12. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

COUNTY: Marin County Department of Public Works
Attention: Traffic Operations
P.O. Box 4186
San Rafael, CA 94913-4186
Phone: (415) 499-6528
FAX: (415) 499-3799

CONTRACTOR: Republic Electric
371 Bel Marin Keys Blvd, Suite 200
Novato, CA 94945
Phone: (800) LIGHTS-ON or (415) 898-8897
FAX: (415-898-9477

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be made by giving notice pursuant to this paragraph.

13. Ownership and Disclosure of Work Product. COUNTY shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by CONTRACTOR in the performance of and prior to termination of this Agreement by COUNTY or upon completion of the work pursuant to this Agreement. CONTRACTOR may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of COUNTY, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

14. Miscellaneous Provisions.

A. No Waiver of Breach. The waiver by COUNTY of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

B. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Thereby,

CONTRACTOR and COUNTY acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. CONTRACTOR and COUNTY acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- C. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- D. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for breach thereof shall be brought and tried in the COUNTY.
- E. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- F. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- G. Time of Essence. Time is and shall be of the essence in this Agreement and of each and every provision contained in this Agreement.
- H. Prevailing Wage Rates. CONTRACTOR shall pay prevailing wage rates. Pursuant to the provision of Section 1770 et seq. of the Labor Code of the State of California, COUNTY has obtained from the director of the state Department of Industrial Relations the determination of the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in COUNTY for each craft, classification or type of workman needed to execute the contract, copies of which are on file at the COUNTY Department of Transportation and Public Works.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first Written above.

**APPROVED BY
COUNTY OF MARIN**

By: _____
Harold C. Brown, JR.
President of Board of Supervisors

**APPROVED AS TO FORM:
COUNTY COUNSEL**

By: _____

CONTRACTOR:

By: _____

Name: _____

Federal Tax I.D.

#: _____

Telephone No.: _____

ATTACHMENT A
SERVICES TO BE PROVIDED
BY CONTRACTOR

The County requires that the Contractor will provide monthly, quarterly, semi-annual, and annual maintenance on all signals, flashing beacons, and other related safety lighting as listed below. Maintenance includes emergency, routine, and preventative work.

The services provided by Contractor will include the following provision:

- Basic (Monthly, Quarterly, Semi-Annual, and Annual) preventative maintenance services on an ongoing basis.
- Respond and make corrective action to all daytime service requests within 30 minutes weekdays (7:00 A.M. to 5:00 P.M.) and 60 minutes on weekday evenings (5:00 P.M. to 7:00 A.M.), weekends, and holidays.
- Verification to County staff that emergency work has been completed.
- Semi-annually vacuum and cleaning of all cabinets.
- Monthly daylight (7:00 A.M. to 5:00 P.M.) inspection of all signals and related equipment.
- Monthly nighttime (5:00 P.M. to 7:00 A.M.) inspection of all signals and safety lighting.
- Repair or replacement of signal control devices.
- Warranty service for any and all equipment supplied by Contractor.
- Advance notification to County staff of planned service, which require intersection shutdowns or impacts to traffic.
- Submission to County of accurately maintained and detailed inventory records.
- Submission to County of monthly, quarterly, semi-annual, and annual preventative maintenance forms.
- Submission to County of accurate monthly activity reports and records.
- Professional and diligent performance of contract requirements.

The Contractor shall provide ongoing and regular emergency, routine, and preventative maintenance repairs of the County's traffic signal equipment, associated lighting, and other pertinent apparatus by duly trained and qualified personnel.

Throughout the term of this agreement, the Contractor shall provide and maintain emergency service response on a 24-hour, 365-day cycle, including all holidays. All personnel for Contractor shall be dispatched and have continuous communication access through two-way radio, pager, and/or cellular phone. The response time for initial evaluation, safety, and clean-up tasks is thirty (30) minutes from notification on weekdays (7:00 A.M. to 5:00 P.M.), and sixty (60) minutes on weekday evenings (5:00 P.M. to 7:00 A.M.), weekends, and holidays. The outside time limit for follow-up action is four (4) hours from notification. In cases of major malfunction and/or damage, the Contractor shall contact the Traffic Operations Engineer or their

designee to receive further direction.

The Contractor shall follow Caltrans standards for traffic control and lane closures at all times while working on any County right-of-way. All vehicles that are used by the Contractor shall have the Contractor's identification markings. In addition, all Contractor's employees while working on a County service call shall wear Contractor's uniform and carry personal identification cards.

The Contractor shall not represent the County in matters of policy or procedures under this contract, 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 the County Traffic Operations Engineer or their designee.

MONTHLY PREVENTATIVE MAINTENANCE PROGRAM

The monthly preventative maintenance program will consist of the following tasks:

1. Signal Controller
 - Visually inspect for proper operation
 - Controller display working
 - Proper timing and coordination
 - All phases on recall
2. Detectors and Loops
 - Visually inspect for exposed wires, crack, and/or pot holes
 - Check and tune detector amplifiers
3. Signal & Pedestrian Heads
 - Visually inspect all vehicular and pedestrian signals for proper operation and replace outages
 - Check overall intersection operation
 - Check that all pedestrian signals are in good condition and aimed properly
 - Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable)
4. Pedestrian Push Buttons
 - Visually inspect and note condition
 - Actuate each button for proper operation
5. Radio Communication (where applicable)
 - Check operation – is timing clock correct
 - Visually Inspect cables, antenna, and other hardware
6. Pre-Emption
 - Actuate pre-empt to check operation
 - Visually inspect cables, antenna, and other hardware
7. Battery Backup Systems
 - Test battery charge
8. Miscellaneous
 - Check PG&E meter seal
 - Inspect pull box lids
 - Visually inspect mast arms, signal housings, and other signal hardware
9. Night Inspections
 - Traffic signal heads
 - Pedestrian signal heads
 - Beacons
 - Luminaires

QUARTERLY PREVENTATIVE MAINTENANCE PROGRAM

The quarterly preventative maintenance program will consist of the following tasks:

1. Controller Cabinet
 - Check ground fault receptacle
 - General Appearance
 - Inspect door gasket condition
 - Inspect door lock operation
 - Operate and inspect ventilation fan and cabinet light (where applicable)
 - Inspect for pests
2. Miscellaneous
 - Hand hole covers, present & secure
 - Pull boxes
 - Condition of splices
 - Clear of debris

SEMI-ANNUAL PREVENTATIVE MAINTENANCE PROGRAM

The semi-annual preventative maintenance program will consist of the following tasks:

1. Controller Cabinet
 - Visually inspect ventilation filter
 - Check wire schematics and records to make sure they are in the cabinet
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents
 - Inspect terminal blocks
2. Road/Loop Condition
 - Loop Sealant
3. Signal Heads
 - Visually check integrity of splices
 - Visually check for wear and function on electromechanical controllers
 - Check overall intersection operation
4. Miscellaneous
 - Condition of paint (frameworks, heads, cabinet, poles, and other appurtenances)

ANNUAL PREVENTATIVE MAINTENANCE PROGRAM

The annual preventative maintenance program will consist of the following tasks:

1. Controller Cabinet
 - Lubricate hinges and lock when necessary
 - Replace cabinet air filter
 - Check and replace (if necessary) weatherproof gasket seal
2. Signal System Assessment
 - Check load switches
 - Perform conflict monitor test and submit printout to County
 - Check relays
 - Check for water accumulation and duct sealant
 - Check all connectors
 - Clean and polish all lenses and reflectors
 - Perform LED intensity evaluation for output compliance and replace LEDs as necessary
 - Replace up to 10 bent visors and backplates
 - Paint up to 10 signal and pedestrian heads per year as necessary
 - Perform integrity test on all hardwire interconnect lines
 - Inspect and align antennas for remote monitoring
3. Miscellaneous
 - Anchor bolts tightened

ATTACHMENT B
COMPENSATION OR FEES TO BE PAID
TO CONTRACTOR

The fee for ROUTINE MAINTENANCE as described in Section A.2.1 is based on the following assumptions:

<u>Traffic Signals</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Unit Cost</u>	<u>Units</u>	<u>Total Cost</u>
Routine Maintenance	14	\$139.50/each/mo	\$1,946.00/mo	12 mo	\$23,352.00
<u>Flashing Beacons</u>					
Routine Maintenance	6	\$60.00/each/mo	\$360.00/mo	12 mo	\$4,320.00
<u>Illuminated Crosswalks</u>					
Routine Maintenance	2	\$60.00/each/mo	\$120.00/mo	12 mo	\$1,440.00
ANNUAL GRAND TOTAL =					\$29,112.00

EXTRA WORK:

<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
Traffic Signal Maintenance Electrician (regular hour)	Hour	\$80.00
Traffic Signal Maintenance Electrician (after hours)	Hour	\$144.00
Laborer (regular hour)	Hour	\$58.00
Laborer (after hours)	Hour	\$90.00
Hydraulic Bucket Truck	Hour	\$25.00
15 Ton Crane	Hour	\$65.00
Material Markup	%	20%
Paint signal head	Each	\$65.00
Paint controller cabinet	Each	\$450.00

All other extra work items will be individually negotiation prior to approval to begin work.

ATTACHMENT C
TRAFFIC SIGNAL AND DEVICE INVENTORY

LOCATION	COMMUNITY	DEVICE TYPE
1. Donahue Street @ Terners Drive	Marin City	Intersection
2. Lucas Valley Road @ Las Gallinas Avenue	Marinwood	Intersection
3. Lucas Valley Road @ Miller Creek Road	Marinwood	Intersection
4. Redwood Highway Frontage Road @ Seminary Drive	Strawberry	Intersection
5. Redwood Highway Frontage Road @ Belvedere Drive	Strawberry	Intersection
6. Sir Francis Drake Boulevard @ Elisio Drive	Greenbrae	Intersection
7. Sir Francis Drake Boulevard @ La Cuesta Drive	Greenbrae	Intersection
8. Sir Francis Drake Boulevard @ El Portal	Greenbrae	Intersection
9. Sir Francis Drake Blvd btwn El Portal & Bon Air (e/b)	Greenbrae	Flashing Beacon
10. Sir Francis Drake Boulevard @ Bon Air Road	Greenbrae	Intersection
11. Sir Francis Drake Boulevard @ Wolfe Grade	Kentfield	Intersection
12. Sir Francis Drake Boulevard @ Laurel Grove Avenue	Kentfield	Intersection
13. Sir Francis Drake Boulevard @ College Avenue	Kentfield	Intersection
14. Sir Francis Drake Boulevard @ Elm Avenue	Kentfield	Intersection
15. College Avenue @ Stadium Way	Kentfield	Pedestrian Signal
16. Sir Francis Drake Boulevard @ White's Hill	Fairfax	Flashing Beacon
17. N. San Pedro Road @ Gallinas School	Santa Venetia	Flashing Beacon (I/P)
18. N. San Pedro @ Roosevelt Avenue	Santa Venetia	Flashing Beacon (I/P)
19. Sir Francis Drake Boulevard (e/b) @ Lagunitas School	San Geronimo	Flashing Beacon
20. Sir Francis Drake Boulevard (w/b) @ Lagunitas School	San Geronimo	Flashing Beacon
21. E. Strawberry Drive (w/b) @ Strawberry Point School	Strawberry	Flashing Beacon
22. E. Strawberry Drive (e/b) @ Strawberry Point School	Strawberry	Flashing Beacon