

PUBLIC WORKS CONTRACT (Formal Bid)

On-Call Signal and Traffic Equipment Maintenance Contractor 2017

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 10th day of February 2017 by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and BEAR ELECTRICAL SOLUTIONS, INC. hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for the On-Call Signal and Traffic Equipment Maintenance Contractor 2017. Work is to be as set out in the Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated December 13, 2016, for the Grand Total Bid (Items 1 through 23) in an amount not to exceed Five Hundred Thousand dollars (\$500,000.00).
2. TIME OF PERFORMANCE. The term of this Contract shall be one (1) year from the effective date of the Notice to Proceed, or until the exhaustion of the annual funding limit, whichever comes first. The City reserves the right to extend this Contract for one (1) additional one-year term, with a renewed annual funding limit. The Contractor shall diligently prosecute each project under the Contract to completion on or before the expiration of the contract timeline stated on the work order. The Contractor shall accomplish required work within the schedule and timeframe established by the Engineer for each project.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on January 17, 2017 by Resolution 17-003 C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:

A. Specifications	D. Payment Bond (Labor and Materials)
B. Accepted Proposal	E. Non-Collusion Declaration
C. Performance Bond	F. Debarment and Suspension Certification

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST:

CITY OF MONTEREY:

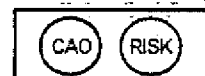
BEAR ELECTRICAL SOLUTIONS, INC.

By: [Signature]
City Clerk

By: [Signature]
City Manager, or his designee

By: [Signature]
Robert Asuncion, Vice President

T00012-CA (v. 2.2 - 9/16/2015)





CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

SPECIFICATIONS
FOR
**ON-CALL SIGNAL AND TRAFFIC EQUIPMENT MAINTENANCE
CONTRACTOR 2017**
FOR CITY PROJECTS

FORMAL BID



TECHNICAL SPECIFICATIONS APPROVED BY:

Andrea Renny
ENGINEER

DATE: 11-15-16



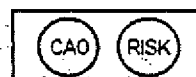
APPROVED FOR CONSTRUCTION:

Steve J. Wittry
CITY ENGINEER

DATE: 11-15-16

Master Specification Revision: 05/31/2016

Project Specification Revision: 11/15/2016



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By: [Signature]
City Clerk

CITY OF MONTEREY:

By: [Signature]
City Manager, or his designee

BEAR ELECTRICAL SOLUTIONS, INC:

By: [Signature]
Robert Asuncion, Vice President

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ATTEST:

By: Non Rojas

City Clerk

CITY OF MONTEREY:

By: [Signature]

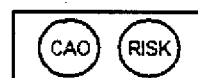
City Manager, or his designee

BEAR ELECTRICAL SOLUTIONS, INC.:

By: [Signature]

Robert Asuncion, Vice President

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ON-CALL SIGNAL AND TRAFFIC EQUIPMENT MAINTENANCE CONTRACTOR 2017

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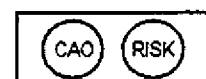
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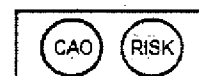
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**CITY OF MONTEREY
DEPARTMENT OF PUBLIC WORKS
MONTEREY, CALIFORNIA**

PART I: NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., December 13, 2016, at which time they will be publicly opened and read in the City Council Chambers, for furnishing all labor, materials, tools, equipment and incidentals for the construction of **On-Call Signal and Traffic Equipment Maintenance Contractor 2017** in Monterey, California, in accordance with these plans and specifications.

This is an on-call contract, which shall be used to provide the City with a readily available work force for construction, repairs, alterations to existing facilities and emergency work for the repair and maintenance of traffic signal, communications, and lighting systems, including testing and certification of new controller assemblies, maintenance, repair and installation of new traffic signal equipment, lighted crosswalks, radar speed feedback signs, rectangular rapid flashing beacons and flashing beacons.

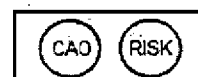
At the time of the bid opening, Contractor warrants that it (or its electrical subcontractor) holds a valid Class C-10 Contractor's License, and that failure of Contractor or its subcontractor to be so licensed may result in disciplinary action by the Contractors' State License Board. Contractor further warrants that all electricians performing work under this Agreement, as defined as making electrical connections at or above 100 volt-amperes, are certified pursuant to Section 3099 et seq. of the California Labor Code, and that it shall submit proof of such certification, or proof that the requirements of Section 3099.4(a) of the California Labor Code have been met, prior to electricians commencing work under this Agreement.

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

The term of the contract will be for an initial one (1) year period, and will include options for a one (1) year extension. The total not to exceed funding limit of the initial 1 year term of the contract shall be \$500,000, with additional funding of \$500,000 for the second option year, with a total maximum two (2) year contract term not-to-exceed funding limit of \$1,000,000. There is no guaranteed minimum amount of work under this contract. The amount of work to be requested during the twenty four month contract period cannot be well defined at the outset. Work shall be issued through Work Orders.

The City may decide to award on-call (also known as "job order") contracts to more than one contractor for the work set forth herein. Award of multiple job order contracts shall be made to those bidders that submitted responsive and responsible bids, in sequential order based on their bid amount, with the first job order contract awarded to the lowest responsive, responsible bidder (hereinafter, the "first low bidder"), the second job order contract awarded to the second lowest responsive, responsible bidder (hereinafter, the "second low bidder"), and so on, up to a maximum of four (4) total multiple job order contracts. (See Monterey City Code §28-20(f))

Following Council award of the multiple job order contracts, the City shall prepare drawings and/or specifications of sufficient detail to determine a scope of work and schedule for individual projects. These individual projects shall be offered first to the first low bidder, who will be entitled to perform the work unless the contractor declines the project or the City determines the contractor would be unable to timely and satisfactorily perform the work due to bidder responsibility factors established by City, including but not limited to adequate financial, material, equipment, facility, workforce and personnel resources. Upon such determination by City, the project shall be offered next to the second low bidder, who will be entitled to perform the work unless the project is declined or the City determines that the contractor would be unable to timely and satisfactorily perform the work due to the contractor responsibility factors set forth above. If there are additional on-call contractors, this process would continue as needed until the project is assigned.



NON-MANDATORY PRE-BID CONFERENCE

A pre-bid conference is scheduled for 9:00 am on Thursday, December 1, 2016 at the Conference Room at 353 Camino El Estero, Monterey, CA 93940. This conference will allow bidders to review and inspect project conditions.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <http://monterey.org/en-us/Business/Bids-and-RFPs>. In order to download project documents, you must register as a document (plan) holder on EbidBoard at no cost through the City web site. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. They are also advised to check the City's web site noted above periodically and prior to submitting their bid. Submit **unbound** bid proposals (see Appendix A) in sealed envelopes clearly marked on the exterior with the project name, bid opening date and bid opening time for which the bid proposal is being submitted. When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

PREVAILING WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. **See Part III of these Specifications for additional requirements.**

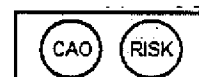
In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Monterey shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

BID BOND

Cash, a certified check or cashier's check, payable to the order of the City of Monterey, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be submitted with each bid.

BID VALIDITY

No Bidder may withdraw their bid for a period of **ninety (90) days** from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any

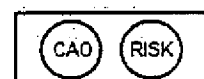


bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

RESPONSIBLE BIDDER

Responsible bidder as it pertains to this contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
 - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
 - i. Adequate workforce to meet multiple critical work schedules at once;
 - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
 - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
 - c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
 - d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
 - e. The legal qualifications to contract with the City; and
 - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. **Information Pertaining to Responsibility.** The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
3. **The City's Duty Concerning Responsibility.** Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
4. **Written Determination of Non-responsibility Requirements.** If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.



BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.

UNBALANCED BID

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

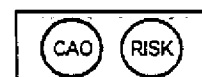
BIDDER PROTEST

All bid protests shall follow the procedures set forth in Monterey City Code §28-26 et seq., and the City's Purchasing Manual, both of which are available on-line on the City's website located at <http://monterey.org>. Payment of a bid protest filing fee in the amount set forth in the City Code and Purchasing Manual shall be prerequisite to the filing of any such protest.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. All questions must be directed to the Project Manager Andrea Renny, Associate Civil Engineer, by emailing engineering-admin@monterey.org. The project name must be referenced in all communication.

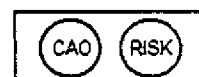
If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his bid proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.



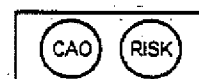
DEFINITIONS

For the purposes of this document, the following definitions shall apply:

- CITY:** The term City refers to and indicates the City of Monterey, Monterey County, State of California.
- ENGINEER OR CITY ENGINEER** The term Engineer or City Engineer refers to and indicates the Public Works Director of the City of Monterey or his duly authorized representative.
- BIDDER:** Party submitting a bid for consideration by the City of Monterey.
- CONTRACTOR:** The term Contractor refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
- COUNCIL OR CITY COUNCIL:** The City Council of the City of Monterey.
- PLANS:** The project plans referred to herein.
- SPECIAL PROVISIONS:** Part IV of these Specifications.
- SPECIFICATIONS:** This document, in its entirety.
- STANDARD SPECIFICATIONS:** Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication on file in the office of the City Clerk of the City of Monterey.
- STANDARD PLANS:** Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.
- ADA:** Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.
- CBC:** California Building Codes, latest edition as adopted by the City of Monterey.
- IBC:** International Building Codes, latest edition.



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ON-CALL ELECTRICAL CONTRACTOR 2017

CITY OF MONTEREY

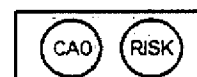
PART II: PROPOSAL

To the Honorable City Council
 City of Monterey
 City Hall
 Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BID SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Equipment Inventory	1	LS		
2	Traffic Signal Annual Inspection	56	EA		
3	Traffic Signal Quarterly Inspection	56	EA		
4	Speed Radar Sign Inspection	15	EA		
5	Lighted Crosswalk Inspection	1	EA		
6	Rectangular Rapid Flashing Beacon Inspection	2	EA		
7	Flashing Beacon Inspection	5	EA		
8	Signal Technician	1	HR		
9	Lead Signal Technician	1	HR		
10	Laborer	1	HR		
11	Cost Estimator	1	HR		
12	Service Truck (Bucket)	1	HR		
13	Crane Truck	1	HR		
14	Superintendent's Truck	1	HR		
15	Laborer's Truck	1	HR		
16	Inductive Loop Detector Installation	1	EA		
17	Underground Service Alert	1	EA		



TOTAL BID SCHEDULE A (ITEMS 1 THROUGH 17) (In Words) _____	(In Figures) \$
--	-------------------------------

BID SCHEDULE B

In order to determine a low bidder for this construction contract, the contractor's markup percentage costs for items in Bid Schedule B shall be multiplied by the sample Total Cost shown below. Contractor is to insert the standard markup for the items listed as a percentage and extend the dollar amount in the bid schedule.

Item No.	Description	Total Cost (Comparison Basis Only)	Percentage of Cost	Amount
18	Materials Markup	\$10,000		
19	Equipment Markup	\$10,000		
20	Contractor's Fee Markup	\$10,000		
21	Performance and Payment Bond Cost	\$10,000		
22	General Conditions	\$10,000		
23	Premium Labor	\$10,000		
TOTAL BID SCHEDULE B (ITEMS 18 THROUGH 23) (In Words) _____				(In Figures) \$

GRAND TOTAL BID

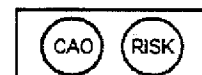
GRAND TOTAL BID (ITEMS 1 THROUGH 23) (In Words) _____	(In Figures) \$
---	-------------------------------

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction for unscheduled and emergency work.

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 23).

The quantities shown in the contract bid form for this project are for the purposes of determining the lowest responsible bidder and establishing a budget. The quantities in no way represent the actual amount of work that will be available or will become available. Adjustments in unit prices must not be allowed on any bid item regardless of the quantity of work available from or authorized by the City.



BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Equipment Inventory (LS)

Measurement and payment for this item shall be on a lump sum (LS) basis. The Contractor shall prepare a complete inventory of traffic signal, lighting, radar speed feedback sign and flashing beacon equipment located at the corporation yard at 27 Ryan Ranch on a form pre-approved by the City. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City for this item.

2. Traffic Signal Annual Inspection (56 signals)

Payment for Traffic Signal Annual Inspection shall be paid per each (Ea) annual inspection. Inspections shall consist of all items of work described in the technical specifications. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per traffic signal represents total compensation for all routine preventative maintenance work as described in these technical specifications for the Traffic Signal Annual Inspections.

3. Traffic Signal Quarterly Inspection (56 Signals)

Payment for Traffic Signal bi-monthly inspection shall be paid per each (Ea) quarterly inspection. Inspections shall consist of all items of work described in the technical specifications. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per traffic signal inspection represents total compensation for all routine preventative maintenance work as described in these technical specifications for the quarterly traffic signal inspections.

4. Radar Speed Feedback Signs Inspection (15 Signs)

Payment for Radar Speed Feedback Signs Inspection shall be paid per each (Ea) inspection. Inspections shall consist of all items of work described in the technical specifications. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per Radar Speed Feedback Signs Inspection represents total compensation for all routine preventative maintenance work as described in these technical specifications for the Radar Speed Feedback Signs inspection.

5. Lighted Crosswalk Inspection (1 location)

Payment for Lighted Crosswalk System Quarterly Inspection shall be paid per each (Ea) inspection. Inspections shall consist of all items of work described in the technical specifications. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per Lighted Crosswalk System Inspection represents total compensation for all routine preventative maintenance work as described in these technical specifications for the Lighted Crosswalk System Inspection.

6. Rectangular Rapid Flashing Beacon Inspection (2 locations)

Payment for Rectangular Rapid Flashing Beacon System Quarterly Inspection shall be paid per each (Ea) quarterly inspection. The quantity is calculated based on 8 occurrences (quarterly for 24 months) x 2 Rectangular Rapid Flashing Beacon System = 16 Rectangular Rapid Flashing Beacon System Quarterly Inspections. Rectangular Rapid Flashing Beacon System Quarterly Inspection shall consist of all items of work described in the technical specifications. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per Rectangular Rapid Flashing Beacon System Inspection represents total compensation for all routine preventative maintenance work as described in these technical specifications for the Rectangular Rapid Flashing Beacon System Inspection.

7. Flashing Beacon Inspection (5 locations)

Payment for Flashing Beacon System Inspection shall be paid per each (Ea) inspection. Inspections shall consist of all items of work described in the technical specifications. No additional or separate payment will be made for



labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per Flashing Beacon System Inspection represents total compensation for all routine preventative maintenance work as described in these technical specifications for the Flashing Beacon System Inspection.

8. Lead Signal Technician

Payment for Lead Signal Technician shall be paid per each hour (HR) for scheduled and non emergency work. The hourly rate shall include labor cost and any benefits, insurance, surcharge or markup necessary to perform the work. Payment for this item shall also include any labor required for compliance with all applicable rules, regulations, ordinances and statutes.

9. Signal Technician

Payment for Signal Technician shall be paid per each hour (HR) for scheduled and non emergency work. The hourly rate shall include labor cost and any benefits, insurance, surcharge or markup necessary to perform the work. Payment for this item shall also include any labor required for compliance with all applicable rules, regulations, ordinances and statutes.

10. Laborer

Payment for Laborer shall be paid per each hour (HR) for scheduled and non emergency work. The hourly rate shall include labor cost and any benefits, insurance, surcharge or markup necessary to perform the work. Payment for this item shall also include any labor required for compliance with all applicable rules, regulations, ordinances and statutes.

11. Cost Estimator

The hourly rate shall include the labor cost, labor cost surcharge, and labor markup and tools necessary for cost estimating. This item shall include cost estimating as requested by the City for other projects that are not part of potential Work Orders and for general cost estimating assistance, such as researching costs of alternative materials and equipment. Cost estimating for potential Work Orders shall be included in the Contractor's Fee Markup item and no additional compensation shall be made

12. Service Truck (Bucket)

Payment for Service Truck shall be paid per each hour (HR). The hourly rate shall include all costs including fuel and insurance for a service truck that is used for the execution of the work and in compliance with the technical specifications. Hours paid will only include time the service truck was in actual use at the jobsite. No additional compensation will be paid for mileage. Compensation for actual travel time to the City shall not exceed a two (2) maximum, one-hour maximum each way for any unscheduled or emergency work.

13. Crane Truck

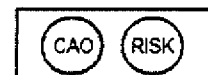
Payment for Crane Truck shall be paid per each hour (HR). The hourly rate shall include all costs including fuel and insurance for crane truck that is used for the execution of the work and in compliance with the technical specifications. Hours paid will only include time the crane truck was in actual use at the jobsite. No additional compensation will be paid for mileage. Compensation for actual travel time to the City shall not exceed a two (2) maximum, one-hour maximum each way for any unscheduled or emergency work.

14. Superintendent's Truck

Payment for Superintendent's Truck shall be paid per each hour (HR). The hourly rate shall include all costs including fuel and insurance for crane truck that is used for the execution of the work and in compliance with the technical specifications. Hours paid will only include time the crane truck was in actual use at the jobsite. No additional compensation will be paid for mileage. Compensation for actual travel time to the City shall not exceed a two (2) maximum, one-hour maximum each way for any unscheduled or emergency work.

15. Laborer's Truck

Payment for Laborer's Truck shall be paid per each hour (HR). The hourly rate shall include all costs including fuel and insurance for crane truck that is used for the execution of the work and in compliance with the technical specifications. Hours paid will only include time the crane truck was in actual use at the jobsite. No additional compensation will be paid for mileage. Compensation for actual travel time to the City shall not exceed a two (2) maximum, one-hour maximum each way for any unscheduled or emergency work.



16. Inductive Loop detector installation

Payment for Loop detector installation shall be paid per each (EA) based on a minimum of four (4) inductive loop installation. Inductive loop detector installation includes a completely installed loop or group of loops, in the roadway and a lead-in cable installed and connected inside the controller cabinet. Conductor for each inductive loop detector must be continuous and unspliced. No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per Loop detector installation represents total compensation for all work in accordance with Caltrans Standard Specifications Section 86-5.

17. Underground Service Alert

Payment for Underground Service Alert shall be paid per each (EA) occurrence at one signalized intersection. The Contractor will be required to adequately locate and mark all traffic signal conduits, traffic signal interconnect/communication lines (twisted copper or fiber), and equipment as well as street lights on behalf of the City in accordance with the California Government Code Section 4216 et seq. and in accordance with the technical specifications

18. Materials Mark-up

This percentage of cost shall include the markup for materials purchased by the contractor for each project Work Order. Contractor shall provide invoices for all materials purchased and used in the course of the project Work Order. The City reserves the right to furnish any or all the materials it deems necessary to complete the work. The contractor shall have no claims for costs and markup on materials furnished by the City.

19. Equipment Mark-Up (Include cost + markup in amount)

This percentage of cost shall include the markup for equipment owned or rented by the contractor for the execution of each project Work Order. Contractor's owned equipment rates shall be based on Caltrans Equipment Rates. Contractor shall provide invoices of equipment rentals used in the execution of each project Work Order. The City reserves the right to furnish any or all of the equipment deemed necessary to complete the work. The contractor shall have no claims for costs and markup on equipment furnished by the City.

20. Contractor's Fee Markup

This percentage of cost shall include the contractor's overhead, profit and insurance as a percentage of the total construction cost of each Work Order.

21. Performance and Payment Bond Costs

This percentage of cost shall include the contractor's cost for providing performance and payment bonds for each project Work Order. See requirements in Part IV of these specifications.

22. General Conditions

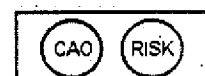
This percentage cost item shall include, but is not limited to, insurance, Mobilization/ Demobilization, Standard Traffic Control, Storm Water/Environmental Pollution Prevention Compliance, submittals and related work, clean up, acquiring and complying with permits, maintenance of staging areas, temporary site utilities, temporary sanitation facilities, Construction and Demolition Debris Waste Management Plan Compliance, Environmental Protection Plan for Managing Construction and Demolition Debris Compliance and similar items.

23. Premium Labor

Payment for Premium Labor on City projects shall be paid as an adjustment factor percentage (AF%) applied to each of the trade classification hourly rates to establish the hourly rates for work at a premium labor cost. This item includes all costs associated with premium labor. Premium labor for City projects is defined as labor required by the City to be performed outside approved weekday (M-F) construction hours. Approved construction hours are limited to 7:00 am to 7:00 pm Monday through Friday, 8:00 am to 6:00 pm Saturday and 10:00 am to 5:00 pm Sunday (Ordinance 3374, September 2006). Contractors wishing to perform labor outside approved construction hours may do so at the written authorization of the City but may not apply the premium labor adjustment factor percentage (AF%) to such work. For the basis of comparison only, the Premium Labor percentage of cost adjustment factor shall be applied to an amount of \$10,000.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for



are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

BID CLARIFICATION

The intent of this contract is to provide the City with a readily available work force for construction, alteration and repair of public improvement projects. The term of the contract will be for an initial one (1) year period, and will include options for a one (1) year extension. The total not to exceed funding limit of the initial 1 year term of the contract shall be \$500,000, with additional funding of \$500,000 for the second option year, with a total maximum two (2) year contract term not-to-exceed funding limit of \$1,000,000. This contract does not give the Contractor exclusive rights to perform all work done by the City; certain projects may be performed by City work forces or be sent for bid proposal throughout the term of the contract which may include this type of work.

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

The City reserves the right to award up to four (4) contracts to a pool of the lowest responsive, responsible bidders in accordance with Section 28-20 (f), Multiple Job Order Contracts Procedure, of the Monterey City Code. Award of multiple contracts shall be made to those bidders that submitted responsive and responsible bids in a sequential order based on their bid amount, with the first awarded to the lowest responsive, responsible bidder, the second contract awarded to the second lowest responsive, responsible bidder, and so on. Work Orders will be issued to the first Contractor until work saturation or rejection of work due to unforeseen conditions.

The first awarded Contractor shall submit Performance and Payment Bonds as required in Part IV of these Specifications. Other awarded Contractors are not required to submit the required bonds at the time of contract execution; however, bonds shall be submitted within 14 calendar days from the execution of the first work order and before start of work.

The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The Bidder agrees to do the work on an on-call basis in such increments and at such times and locations as will be defined in written work orders to be issued by the City as the need arise. The Bidder agrees that the offer to do the work at the hourly rates, percentage of cost markup and fees submitted with the bid schedule remains in effect for all written work orders as herein described and issued by the City during the twenty four month period beginning with the effective date of the Notice to Proceed or until the exhaustion of the annual funding limit, whichever occurs first. No minimum annual dollar value of work is guaranteed by the City. A sample Work Order is included in Appendix C herein.

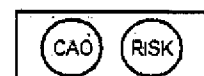
With successful performance, these contract(s) may be extended up to an additional one year with the same annual contract limit. Adjustment of the original bid items may be submitted for review and approval. Bid item adjustments shall be based on the annual California Consumer Price Index. This extension shall be mutually agreed upon by both the City and the awarded contractors.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

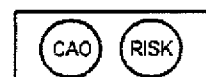


The "No. of Hours" column of the bid schedule defines the number of hours to be used in calculating a bid amount for each bid item and hourly rate. The hours listed will serve only to permit the calculation of bid amounts which, when totaled, shall provide the basis for comparison of bids and selection of the lowest qualified bidder. An hourly rate or percentage of cost and amount must be entered for every bid item in order for a bid proposal to be considered for award of contract.

The cost of individual projects under this contract shall be the sum of all bid items plus material and equipment costs necessary to complete such project. The bid items shall be calculated by multiplying the total bid item number of hours by the corresponding hourly rate. Contractor shall submit cost breakdowns clearly showing the number of hours and corresponding hourly rates, materials and equipment, and markups and fees. The City reserves the right to reject or negotiate the work order cost.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in BID VALIDITY of Part I.

The **Noncollusion Declaration** included in this document shall be executed and submitted with each bid.



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201 _____.

Name of Firm: _____

Address: _____

Telephone: _____

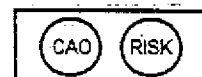
Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title



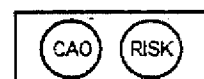
ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

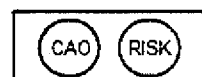
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



SUBCONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

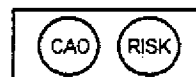
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



BID BOND
(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the **City of Monterey** ("the Oblige") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as: **ON-CALL SIGNAL AND TRAFFIC EQUIPMENT MAINTENANCE CONTRACTOR 2017**.

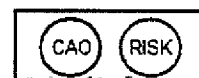
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Oblige, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Oblige the difference between the amount specified in said Bid Proposal and the amount for which the Oblige may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Oblige in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Oblige, the Surety and Principal shall be jointly and severally liable for payment to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Bidder/Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

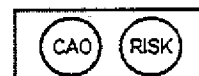
(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

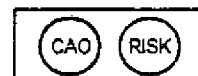
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)



PART III: GENERAL PROVISIONS
FORMAL BID (\$65,000 and over)

BIDDING

JOB SITE AND DOCUMENT EXAMINATION

The bidder is required to thoroughly examine the Specifications including Contract Form (See Part III, Page 2) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the plans and specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

BID DOCUMENT COMPLETION

Proposals to receive consideration shall be made in accordance with the following instructions:

1. The proposal shall be made upon the form provided therefor with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, or erasures. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by the bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Monterey. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the contract. However, the Finance Director may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

CONTRACT AWARD AND EXECUTION

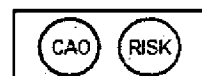
CONTRACT AWARD

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

CONTRACT EXECUTION

A contract shall not be deemed to have been made between the Contractor and the City of Monterey until all of the following steps have been completed:

1. Award of the contract by the City Council,
2. Within fifteen (15) calendar days after written notice that a contract has been awarded to him (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the contract and return an original to the Contractor.



SAMPLE PUBLIC WORKS CONTRACT (Formal Bid)

On-Call Signal and Traffic Equipment Maintenance Contractor 2017

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this ___ day of ___ 201___, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and [INSERT CONTRACTOR NAME] hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's *[Plans and]* Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

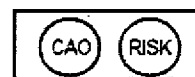
1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for [Insert Project Name]. Work is to be as set out in the *[Plans and]* Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [Insert Month Day, Year], in an amount not to exceed [Insert amount in words] dollars (\$###,###.00) plus a sum of up to [10%] for such contingencies as the City Manager, or his designee, deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence within [fourteen (14)] calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of [Insert no. of construction days (##)] calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code; or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Monterey City Council awarded this contract on [Month Day, Year] by Resolution [##-###] C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:

A. <i>[Plans and]</i> Specifications	E. Non-Collusion Declaration
B. Accepted Proposal	F. Debarment and Suspension Certification
C. Performance Bond	G. Certification(s) of Good Faith Effort to Hire
D. Payment Bond (Labor and Materials)	Local Residents <i>[Delete if project is federally funded]</i>

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST: CITY OF MONTEREY: [INSERT CONTRACTOR NAME]:

By: _____ By: _____ By: _____
City Clerk City Manager, or his designee [Insert Name, Title]



PERFORMANCE BOND

BOND NO. _____

PREMIUM: _____

WHEREAS, The _____, (hereinafter designated as "Obligee") and _____ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project _____ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and _____ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of _____ dollars (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

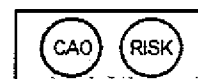
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By _____
PRINCIPAL

By: _____
PRINCIPAL

By: _____
ATTORNEY-IN-FACT



PAYMENT (LABOR AND MATERIALS) BOND

BOND NO.: _____

KNOW ALL MEN/WOMEN BY THESE PRESENT that we, _____ as Principal (also referred to herein as "CONTRACTOR"), and _____ as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of _____ Dollars (\$ _____), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the **ON-CALL SIGNAL AND TRAFFIC EQUIPMENT MAINTENANCE CONTRACTOR 2017**, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated _____, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.



IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

_____ day of _____, 20_____.

Surety

Principal

By: _____

By: _____

Print Name

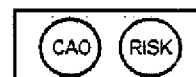
Print Name/Title

Address

(_____) _____
Telephone Number

(_____) _____
FAX Telephone Number

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.



SCOPE OF WORK**INTENT**

The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools, equipment, incidentals and machinery except as otherwise specified, which are necessary and required to complete the contract in a satisfactory and workmanlike manner.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

CHANGES AND EXTRA WORK

Changes and extra work shall be in accordance with Section 4-1.05, Changes and Extra Work, of the Standard Specifications.

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work" in accordance with the Standard Specifications. Approved Change Orders shall describe the changes or extra work, contract time adjustments and payment basis for such work as applicable. Change Orders are valid contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

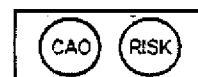
The City may require the Contractor to work outside approved construction hours noted in Part IV, Construction Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Monterey and/or government Representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.



CONTROL OF WORK

CONTRACT COMPONENTS

These specifications, the plans and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

ENGINEER'S AUTHORITY

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

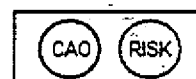
ASSIGNMENT

The contract may be assigned only upon the written consent of the City Council.

SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.



Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract, plans and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Monterey Engineering Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

The Contractor shall provide and maintain an office in the City of Monterey near the site of the work and shall allot such space to the Engineer or his representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.



POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

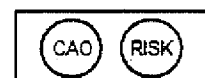
Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

EMPLOYEES

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

CONTROL OF MATERIALS**GENERAL**

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.



All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the plans and specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the contractor's expense, all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

MATERIAL SOURCE

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

GUARANTEE

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Monterey. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty (20) percent of the total contract amount including adjustments or the original performance bond, whichever is greater.



LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Monterey which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Monterey, which shall be considered for the purpose of contract to which the plans and specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

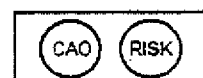
"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the contract.

LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.



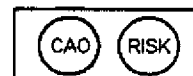
WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general



prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

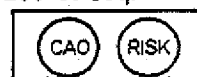
The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in 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, the Contractor and each 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 the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall possess a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Monterey Engineering Division office. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.



PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

RIGHT OF PROPERTY

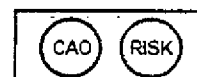
Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City of Monterey.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.



PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

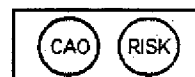
In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

SUSPENSIONS AND DELAYS

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8- 1.07, Delays, of the Standard Specifications.

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.



RIGHTS OF WAY

Rights-of-way or easements for work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of his contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

PAYMENTGENERAL

Attention is directed to Section 9, Payment, of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the plans.

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related contract requirements have been satisfactorily met.

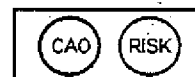
PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Engineer shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in



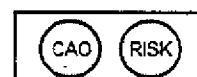
an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, the Engineer shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the contract or the amount due.



ON-CALL ELECTRICAL CONTRACTOR 2017

PART IV: SPECIAL PROVISIONS

GENERAL

This is an on-call contract, which shall be used to provide the City with a readily available work force for construction, repairs, alterations to existing facilities and emergency work for the repair and maintenance of traffic signal, communications, and lighting systems, including testing and certification of new controller assemblies, maintenance, repair and installation of new traffic signal equipment, lighted crosswalks, radar speed feedback signs, rectangular rapid flashing beacons and flashing beacons.

The City shall notify the Contractor of the work to be done. Contractor shall submit cost estimates based on the project plans, scope of work and accepted hourly rates described in the Proposal Schedule of Quantities and Prices.

These specifications and project plans are intended to be in imperial units of measurements. Some specifications and plans may be in metric units. It shall be the responsibility of the contractor to convert units for the purpose of submission of cost proposal.

PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the Standard Specifications, Standard Plans, and these Special Provisions and the Plans, the order of precedence shall be as follows:

Special Provisions shall take precedence over Plans and the Plans shall take precedence over Standard Specifications and Standard Plans. These Special Provisions shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in the amount of one-hundred thousand dollars (\$200,000) conditional upon the faithful performance of the contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of fifty thousand dollars (\$50,000).

Please refer to Part III, Page 3, for sample bond forms.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternate security and



evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

The Contractor shall be required to submit additional performance and payment bonds for project work orders more than two-hundred thousand dollars (\$200,000). Additional bonds shall be submitted within fourteen (14) calendar days after the execution of such work orders. Additional bonds shall be paid as percent of cost as described in Part II of these Specifications.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

TIME LIMITS

Within fifteen (15) calendar days after written notice that a contract has been awarded (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Monterey Business License or evidence of application for said license.

A Notice to Proceed will be issued upon receipt of the foregoing documents. The Contractor shall be ready to commence work within fourteen (14) calendar days after the effective date of the Notice to Proceed.

New installation or major repairs/replacements will require a project specific Work Order and a notice shall be issued for each project to be performed under this on-call contract and shall serve as the Notice to Proceed for that specific project. Construction timelines shall be mutually agreed upon by the Contractor and Engineer.

The Contractor shall provide cost estimates for potential Works Orders within fifteen (15) calendar days from the date of the request by the City and receipt by the contractor of potential Work Order data for estimating purposes. A project specific Work Order notice shall be issued for each project to be performed under this on-call contract and shall serve as the Notice to Proceed for that specific project.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of each construction timeline stated on the project specific Work Order(s). Construction timelines shall be mutually agreed upon by the Contractor and Engineer.

The Contractor shall provide cost estimates for potential Works Orders within fifteen (15) calendar days from the date of the request by the City and receipt by the contractor of potential Work Order data for estimating purposes.

The term of the contract will be for an initial one (1) year period, and will include options for a one (1) year extension. The total not to exceed funding limit of the initial 1 year term of the contract shall be \$500,000, with additional funding of \$500,000 for the second option year, with a total maximum two (2) year contract term not-to-exceed funding limit of \$1,000,000.

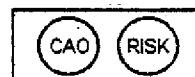
LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge, except for construction parking permits. Construction parking permits are as follows for dashboard permits (commercial vehicles only):

\$10 per vehicle/space per day (meter space):

Cannery Row Area
Wharf Area
Waterfront Area
Foam Street
Scott/Oliver Streets



\$5 per vehicle/space per day (non meter space):

Lighthouse Avenue

Downtown Area

All other restricted/enforced area on-street.

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Engineering Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

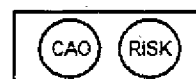
The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.
2. All submittals shall have a cover sheet containing the following:
 - a. Submittal date, submittal number and submittal revision number (as applicable),
 - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.



3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

CONSTRUCTION SURVEYS

Construction surveys, when required, shall be provided by and paid for by the contractor and no additional compensation shall be made.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

Contractor Quality Control (CQC) - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

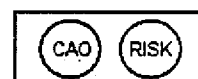
1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.



2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.
6. Reporting procedures including proposed reporting formats.

QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.
2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review. Testing and quality control procedures for all other traffic signal controller assemblies must comply with NEMA TS Standards for Traffic Control Systems.
 - a. Tests and Inspections:
 - Controller
 - Battery Backup System and Batteries
 - Controller Cabinets and all pluggables
 - LED Signal Heads
 - Loop and Video Detection Systems
 - Service Cabinets
 - Continuity Test each circuit for continuity
 - Ground Test each circuit for grounds
 - Perform Insulation resistance test
 - b. Materials and Equipment Certification:
 - Controller units
 - Controller and service cabinets with all pluggables
 - Vehicle and Pedestrian LED indications and APS Units
 - Video Detection System
 - Conductors
 - Conduit
 - Lights
 - Electrical Panel



c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
5. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.
6. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

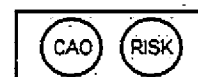
GUARANTEE

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties. Any materials installed in Army Buildings (with City of Monterey approval) shall issue warranty (if exists) to the United States Army prior to formal acceptance of work, and deliver to the City of Monterey, Engineering Division Office.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Monterey City Code, as amended,
3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
4. California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
5. California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition),
7. California Green Building Standards Code, latest edition as adopted by the City of Monterey,
8. California Historic Building Code, latest edition as adopted by the City of Monterey,
9. California Occupational Safety and Health Administrative Code, latest edition,
10. California Government Code Section 4216, Protection of Underground Infrastructure,
11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
12. The California Labor Code,



13. Federal Water Pollution Control Act (Clean Water Act), and,
14. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).
15. National Electrical Code (NEC)

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-1.03 "Public Convenience" and 7-1.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

INSURANCE

Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.



2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and **Employers' Liability** insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described in Part III.

If the contractor maintains **broader coverage and/or** higher limits than the minimums shown above, the Entity requires and shall be entitled to **the broader coverage and/or** higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. **The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named Insured or Entity.**

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional Insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, **CG 20 26, CG 20 33, or CG 20 38;** and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13** as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.



ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

VERIFICATION OF COVERAGE

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG-20 38 04 13.

SPECIAL RISKS OR CIRCUMSTANCES

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City's Engineering Division Office, City Hall, Monterey, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Monterey the sum of **One Thousand Two Hundred Dollars (\$1,200)** per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater, and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Monterey may deduct the amount thereof from any money due or that may become due the Contractor under the contract.



It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

An inability to complete work shall be cause for the City to complete the work via the second lowest (or as applicable, next lowest) contractor

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.
7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placemat shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

TRAFFIC CONTROL

Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.



Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

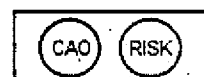
A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Division Office (831) 646-3921 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
3. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.
4. No trench shall be left open during non-working hours.
5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: <http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>
2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
5. If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian detour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>
6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
7. Show all parking restriction zones and signs, as appropriate. Telephone the Parking Division Office (831.646.3953) if restricting parking in time-limit or metered zones. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
8. Indicate on the TCP the duration of the construction work, including dates and times.
9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).
10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the 2014 CA MUTCD as adopted by Caltrans.



Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center).
2. The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.
6. All temporary traffic delineation (delineators and cones) used shall be a minimum of thirty-six (36) inches tall. Retroreflective bands are required for night time traffic.
7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

CONSTRUCTION PROJECT SIGNS

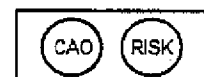
For Neighborhood Improvement Projects (NIP), the Contractor shall post temporary Neighborhood Improvement Project signs, one at each end of the blocks or at entrances to project sites, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes. Sign panels and posts, if provided by the City, shall be returned to the City in good condition.

REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by



the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, Monterey, California.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

CONNECTION TO EXISTING UTILITIES

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

SANITARY FACILITIES

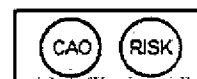
Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

INSPECTION OF WORK

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Monterey reserves the right to perform random inspections at any time.

The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the



final cleanup performed, the Engineer will make the final inspection.

RECORD DRAWINGS

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be completed for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made.

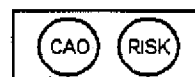
ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges, states,

"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;



- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; and,
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

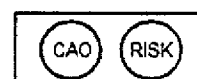
Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.
- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exist locations;
 - Vehicle parking and storage areas;
 - Disturbed areas of the construction site,
 - Areas that have not been finally stabilized,
 - Areas used for storage of materials that are exposed to wind or precipitation,
 - Equipment and staging areas that are exposed to wind or precipitation; and,
 - All waste storage and handling devices and areas.

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
 - Erosion, or
 - Sediments entering waterways or the drainage system, or
 - Pollutants entering waterways or the drainage system.



Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop and supply the City with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information can be found at the State Water Resources Control Board CGP website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

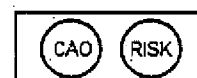
In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

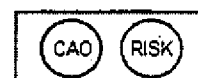
The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the City in order to safeguard and protect any trees affected by said construction.

1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
 - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade; and,



- b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.
2. These standards do not apply to unprotected trees or trees previously approved for removal.
3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].
4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.
5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' - 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.
8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
 - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
 - b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
 - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.



- d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
 - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
 - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
 10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
 11. Chapter 37, Preservation of Trees and Shrubs, is available at www.monterey.org or <http://www.codepublishing.com/ca/monterey>
 12. These Tree Protection guidelines shall also apply to the following trees:
 - a. Trees located on a vacant public parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - b. Trees located on a public developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade; and,
 - c. Trees located within the public right-of-way that are more than two inches (2") in diameter when measured at a point four feet six inches (4'-6") above the tree's natural grade.

SAWCUTTING

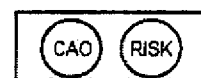
All sidewalks and walkways requiring sawcuts and all sawcuts for bid items with a unit of "each", such as vertical curbs, shall be sawcut their full depth. Where construction operations cause damage beyond the limits of a sawcut line, the damaged area shall also be removed and replaced to a sawcut edge. Sawcuts shall be done so as to provide a straight neat edge. All sawcut slurry shall be collected by means of vacuum and disposed properly. No sawcut slurry shall be allowed to run down streets, curbs or into catch basins. No sawcut slurry shall enter the Monterey Bay National Marine Sanctuary.

DEMOLITION AND DISPOSAL

Demolition work shall include doing all things necessary to render existing facilities, structures, or materials in the way of replacement construction ready for loading and removal by ordinary construction equipment. This includes but is not limited to breaking up, barricading, traffic control, protection of nearby personnel as well as above ground and below ground facilities, etc. Sawcutting will be paid for as a separate line item. Disposal shall include loading the demolished existing facilities, structures and materials onto trucks and removing to a disposal site approved by the Engineer. The contractor shall arrange for a disposal site and pay any required dump fees.

EXTRA WORK

When special conditions arise, such as minor storm drain work or utility relocation, the work will be negotiated as "extra work" in accordance with the Standard Specifications.

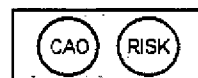


In areas where new construction is performed, the Contractor may apply to have items considered as "extra work". All extra work must be negotiated and approved before the work is done.

The City may require the Contractor to work after hours, weekends or holidays. If work shall be done during these times, Contractor shall be paid the premium rate as submitted in the bid or per General Prevailing Wage Rate provisions.

PREMIUM LABOR

Premium labor, when required by the City, shall be labor performed as noted in Part II of these Specifications and shall be paid at the premium rate as submitted in the bid or per General Prevailing Wage Rate provisions. Premium Labor hours may be adjusted by the City as required.



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ON-CALL SIGNAL AND TRAFFIC EQUIPMENT MAINTENANCE CONTRACTOR 2017

TECHNICAL SPECIFICATIONS

The Contractor shall provide routine preventative maintenance, prompt scheduled repair, and emergency response to the City's street lights, traffic signals, communications, lighting systems, lighted crosswalks, radar speed feedback signs, rectangular rapid flashing beacons and flashing beacons, and other City equipment by duly trained and qualified personnel.

The Contractor will be required to have qualified technicians that have demonstrated experience with maintenance with street lights, traffic signals & lightings, lighted crosswalks, radar speed feedback signs, rectangular rapid flashing beacons and flashing beacons and other City equipment. The firm's assigned personnel should also have the ability to troubleshoot and diagnose problems with all of the City's electrical operation systems and perform Underground Service Alerts (USA).

QUALIFIED PERSONNEL

Contractor must have on-staff, certified personnel with the following qualifications:

1. Level Three technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs.
2. Level Two technician with certification by the International Municipal Signal Association (IMSA) with at least three (3) years experience in traffic signal repairs.
3. NEMA qualified technician who understands NEMA regulations and has in-depth electrical maintenance training. IMSA roadway lighting experience preferred.
4. Project manager for City must be a IMSA Level III Traffic Signal Electrician with minimum of five years of management experience.

The total amount of work available will be a function of routine preventative maintenance plus the amount of work that is required due to normal "wear and tear," collision, damage, vandalism, and other factors that may result in the need for emergency response maintenance services. The City expects technicians to be regularly assigned to the City as necessary to provide preventative maintenance, and to respond to unscheduled/emergency work ("Extra Work") after regular working hours (7:00 AM to 5:00 PM, Monday through Friday).

No additional or separate payment will be made for labor and materials, vehicles, equipment, or for daily travel time from the Contractor's base of operations to the City. The flat rate fee per traffic signal, lighted crosswalk and speed feedback display sign represents total compensation for all routine preventative maintenance work as described herein, unless additional or separate payment for repairs or unscheduled/emergency work is otherwise authorized.

All scheduled repair will be billed per bid schedule for labor, equipment and material mark up and no additional or separate payment will be made for travel time for authorized scheduled and regular maintenance and repairs.

Non-routine services (emergency work/unscheduled repair) shall be paid at hourly labor rates, and vehicle and equipment rates, and material mark up in accordance with the Bid Schedule. Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 5:00 PM to 7:00 AM or on weekends, for the actual travel time to the City, up to a two (2) hour maximum, one-hour maximum one-way.

Any equipment not listed in the Bid Schedule will be charged per current Caltrans equipment rates.

An inability to provide routine preventative maintenance, prompt scheduled repair, and emergency to each traffic signal, street light, radar speed feedback sign, lighted crosswalk, rectangular rapid flashing beacons and flashing



beacons may cause the Contractor to be subject to liquidated damages.

The Contractor shall also perform Underground Service Alerts (USA) at the direction of the City (the Contractor may receive alert emails directly from USA). Underground Service Alerts will be paid according to Bid Item 17.

The Contractor shall provide and maintain emergency service response of the City's street lights, traffic signals & lightings, lighted crosswalks, radar speed feedback signs, rectangular rapid flashing beacons and flashing beacons, and other City equipment on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet from the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; and communications equipment for dispatch. In addition, Contractor's employee shall be required to have communication equipment for dispatch purposes. At a minimum, this shall be a cellular phone capable of numeric and text messages with vibration alert. All of the required equipment shall be properly maintained and functional twenty-four (24) hours a day, seven (7) days a week, including holidays.

The Contractor shall ensure that any vehicle used within the boundaries of the City where lane closures or work within the travel lanes is required shall be equipped with an arrow board, warning beacons/ strobe lights, the proper quantity and sized cones for a lane closure, and advance warning signs. All of the Contractor's employees working within the boundaries of the City shall be equipped with cell phone communications.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain and repair the street lights, traffic signals & lightings, lighted crosswalks, radar speed feedback signs, rectangular rapid flashing beacons and flashing beacons, and other City equipment. All work performed shall be in compliance with current City of Monterey standards and Caltrans standard plans and specifications. All excess materials and equipment in the Contractor's inventory shall be the property and responsibility of the Contractor until such materials or equipment is used or installed in the City.

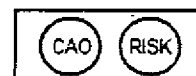
The Contractor shall furnish temporary beacons and other (portable) replacement equipment for non-operational traffic signals if requested. Contractor-furnished temporary spare equipment shall be equivalent to the component being replaced in manufacturer, make and model. The Contractor shall provide traffic control/lane closures that conform to the most current edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

The Contractor shall cooperate with the City in recalibrating traffic signal coordination timing and progression. The Contractor shall change the timing of traffic signal only upon the direction or advance written approval of the City. During emergency conditions, the Contractor shall assure full cooperation with the City and those employees of the City.

The Contractor shall not represent the City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City.

EQUIPMENT INVENTORY

The Contractor shall create an inventory list of all the traffic signal equipment, radar speed feedback sign, flashing beacons, and lighting equipment located at the City of Monterey Corporation Yard at 27 Ryan Ranch within two months after the issuance of the notice to proceed. The Contractor shall submit a form for the inventory to be approved by the City. A location inspection can be arranged prior to the bid date by emailing engineering-admin@monterey.org. The equipment located at 27 Ryan Ranch shall be utilized in preventative maintenance and emergency/unscheduled work before the Contractor purchases any new equipment.



MAINTENANCE AND INSPECTION REQUIREMENTS (TRAFFIC SIGNALS)

The Contractor shall provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. The program shall include, but is not limited to:

TRAFFIC SIGNAL ANNUAL INSPECTION

The Traffic Signal Annual Inspection shall be performed within three (3) months of the Notice to Proceed. Annual inspection shall include cleaning, adjusting, lubricating, and testing of signal equipment and replacement of substandard components. The controller units shall be overhauled or maintained as recommended by the manufacturer.

The Contractor shall test each of the conflict monitors and provide the City with a computerized report in Microsoft Excel (or other widely available software) identifying each intersection and showing all test results.

The Contractor shall test each of the locations that have battery backup systems (by disconnecting the PG&E power at the service cabinet) and provide the City with a computerized report in Microsoft Excel (or other widely available software) that indicates whether each traffic signal powered by battery system operated on full cycle operation (during PG&E power disconnect).

The Contractor shall rotate the batteries, per the manufacturer's recommendation, at each of the locations that have a battery backup system (to maximize the life of the batteries) and provide the City with a computerized report in Microsoft Excel (or other widely available software) indicating that work has been completed.

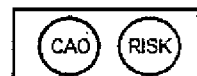
As part of the Traffic Signal Annual Inspection, the Contractor shall:

1. Replace all cabinet filters.
2. Check the mounting of each signal head and adjust/tighten the mounting as required.
3. Replace deteriorated or missing components and fastening hardware such as sockets, nuts, and bolts.
4. Provide a systems check to ensure traffic signal interconnect systems function in accordance with the timing plans. Investigate and determine causes for any performance issues (i.e. faulty pedestrian push buttons, faulty vehicle detection, faulty communication, etc.), and recommend appropriate repairs necessary for system operation in accordance with the timing plan.
5. Uninterrupted Power Supply (Back-Up) System:
 - a. Load test all batteries and record on paper and with silver marking pen on each battery the date and load test results.
 - b. Perform 15 minute test.
 - c. Verify bypass switch is operating properly
 - d. Verify unit is set for 50% fully operational and 50% red flash.
 - e. Inspect and test battery charging system.
6. Check all pull boxes for structural defects, insect or rodent infestations, and properly secured lids.

TRAFFIC SIGNAL QUARTERLY INSPECTION

Each signalized intersection shall be inspected quarterly. At a minimum, the following shall be performed:

1. Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, burned out lamps, and missing parts. Replace any failing signal indications. Depress all pedestrian push buttons and observe the proper timing and display. Correct all observed problems as soon as possible thereafter.
2. Examine the functioning of the controller in relation to the traffic. Correct functional problems as soon as possible and report functional and timing problems to the City.



3. Observe and check for proper operation of the video detection systems, detector loops and amplifiers. Verify the detection zones for each detector by observing the turn-on of the appropriate detection indicator as a vehicle passes over the detector loop(s). Check all detector loops for sealant deterioration, exposed wire, etc. Check also that a call is placed on the correct controller phase. Verify camera operation by monitoring the vehicle call on the video controller unit. Also, verify the calls going to the detector call page in the controller. Clean all video camera lenses. Adjust or re-tune detector amplifiers and correct substandard splices as necessary. Report improper detection operation and causes to the City.
4. Check the operation of the GPS based transit priority system and timing.
5. Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary. Make arrangements to promptly fix those deficiencies which cannot be corrected immediately.
6. Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water, excessive dampness and plant or animal intrusion. Determine cause and correct the condition. Check the free movement of all doors, latching assemblies and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.
7. Remove any easily removable, unauthorized signs, stickers and posters and note any graffiti existing on signal poles or equipment. Notify City of any graffiti observed on traffic signal equipment.
8. Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Report improper operation to the City.
9. Complete record keeping requirements as described in the specifications.
10. Report any landscaping that restricts the view of signal heads to the City

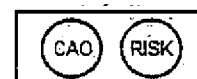
Special Note: The Contractor will be required to assign a sufficient number of technicians to the City as may be necessary to provide routine preventative maintenance to each traffic signal. The City expects technicians to be regularly assigned to the City as necessary to provide routine preventative maintenance during normal business hours, Monday to Friday 7:00 am to 5:00 pm, and to respond to unscheduled/emergency work ("Extra Work") after regular business hours. An inability to provide maintenance to each traffic signal every other month may cause the Contractor to be subject to liquidated damages.

SCHEDULED REPAIR

Compensation for scheduled repair shall be paid at the hourly labor rates, and vehicle and equipment rates, and material cost and markup in accordance with Bid Schedule.

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system, including the fiber optic communication network. The Contractor shall repair or replace equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the traffic signal system (controllers and battery backup system are excepted). The equipment and components shall include, but are not limited to the following elements:

1. Incandescent Lamps, Light Emitting Diode (LED) signal faces, Conflict Monitors, Video Detection Cameras, Signal Safety Lights, Load Switches, Detector Amplifiers, Video Detection Cards, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc.
2. No permanent change shall be done without prior approval of the City. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) hours, except weekends and holidays (where the firm shall wait until the next calendar day to notify the City representative).



3. The Contractor shall submit a proposal to provide the required traffic signal supplies, materials, and installed equipment for approval by the City prior to proceeding with installation. The City shall approve the sources of and prices for supplies, materials, and installed equipment prior to procurement. Replacement supplies, materials, and installed equipment will be manufactured by a reputable supplier approved by the City. Such approval shall not prevent subsequent disapproval or rejection of supplies, materials, and installed equipment by the City if the quality is less than required by the Contract or other otherwise unsatisfactory. If discounts by suppliers are available to the Contractor, they shall be credited to the City. If supplies, materials, or installed equipment is obtained from supply or source owned by or in part by the Contractor, the price will not exceed current wholesale price for such materials and installed equipment. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including the agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment are installed. Until installation occurs, the Contractor shall own and be responsible for their inventory.

When entire parts or equipment become obsolete or are deteriorated beyond repair, report such conditions to the City and provide satisfactory evidence that replacement is necessary.

Maintenance activities that require periodic replacement of minor parts will not require City approval. Replacement of controllers and battery backup systems will require approval of City staff prior to replacement. The serial number of any unit removed will be recorded and the removed unit should be delivered to the City of Monterey Corporation Yard at 27 Ryan Ranch.

UNSCHEDULED AND EMERGENCY WORK

As authorized only by a City representative, the Contractor may perform Unscheduled and Emergency Response Work on the traffic signal system not covered by preventative maintenance and scheduled repair. Compensation for unscheduled and emergency repair shall be paid at the hourly labor rates, and vehicle and equipment rates, and material cost and markup in accordance with Bid Schedule.

The Contractor may have to respond to Unscheduled or Emergency Work during regular business hours (7:00 AM to 5:00 PM, Monday through Friday) or after regular business hours.

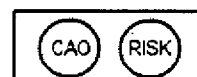
Unscheduled and Emergency Work includes, but is not limited to the following:

1. Knocked down signal heads, poles, damaged controller and cabinet, damaged inductive loops, sensing elements, pedestrian push buttons, pedestrian signal heads, wiring, fiber optic cable and communications, and other operational equipment related issues.
2. Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions.

Special Note: The necessary replacement of vehicular and pedestrian heads should be completed as soon as possible. Payment for the replacements shall be in accordance with the unit costs listed in Bid Schedule.

Equipment for Unscheduled and Emergency Work

1. Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next business day to notify the City representative).
2. The Contractor shall cover the cost of replacing any parts to the traffic signals. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.



3. Notify the City representative in advance of any traffic signal de-activations (by phone and email) that may be required to provide the required services. Traffic signal de- activations shall not be scheduled without the approval of an authorized representative of the City. All traffic signal controller equipment shall be maintained as recommended by the manufacturer.
4. The Contractor, at own cost, shall place barricades, clean up debris, properly dispose of all damaged components.

Special Note: Emergency calls that require replacement of parts or equipment will not require approval from City before such replacements are commenced. The Contractor should have additional staff on-call in case the responding technician cannot handle emergency work alone (knockdowns, wire pulls, etc.).

Protocol for Unscheduled and Emergency Work

1. Maintain a single local telephone where an on-call technician can be reached at all times, twenty-four (24) hours per day. This telephone number will be made available to all persons designated by the City.
2. Upon completion of the unscheduled or emergency work, inform the City that the emergency work has been completed.
3. Upon completion of the unscheduled or emergency work, prepare estimates showing the cost breakdown of material and labor for replacement of such parts or equipment and submit the information to the City.

Special Note: Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 5:00 PM to 7:00 AM or on weekends, for the actual travel time to the City, up to a two (2) hour maximum, one- hour maximum one-way.

MAINTENANCE RECORDS

Contractor shall maintain an inventory list of the equipment in the controller cabinet at each location. The inventory shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. The inventory list shall be continuously updated and a copy shall be furnished to the City every six (6) months in a Microsoft Excel spreadsheet.

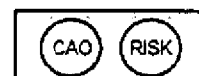
Contractor shall maintain a copy of the Preventative Maintenance (PM) Inspection Form approved by the City at each intersection. The PM checklist form shall be approved by the City at the beginning of each contract year. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps and signal poles, etc.).

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the City's representative shall authorize timing changes except that the Contractor may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure.

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.

MONTHLY ACTIVITY REPORT

The Contractor shall provide a computerized monthly activity report to the City by the fifteenth (15) working day of each month for the previous month. A monthly report generated from the database shall be sent via email to the City with the monthly invoice. No payment will be made without submittal of the report. The report shall include:



1. **Unscheduled and Emergency Response Work:** Time the service calls were received, names of City staff who made the service call, time arrived at the intersection, the response time, nature of the problem, the number of hours spent for each repair, materials used, whether the activity is related to accident or vandalism, and a special listing of intersections with three or more calls in one month.
2. **Scheduled Repairs:** A complete record of all work that was performed on the traffic signal equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
3. **Preventative Maintenance:** Time and date the PM work was performed.
4. **Pending Repair List:** Provide a monthly report of all pending repair work needed at each intersection. The intersection name should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.

CONSULTATION

The Contractor shall designate representatives in their organization who shall be available periodically to the City for consultation.

This consultation shall include reviewing traffic signal installation and modification plans, preparing cost estimates for replacement of obsolete equipment, system modifications, and maintenance work for which specific service fees have not been established in this contract; and technical explanations of functional and operational characteristics of signals.

Compensation for consultation services shall be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with Bid Schedule.

RESPONSE AND SERVICE

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

1. Emergency and accident maintenance – one (1) hour
2. Replacement of burned out signal faces
 - a. Red faces – two (2) hours
 - b. Yellow faces – two (2) hours
 - c. Green faces – eight (8) hours
 - d. Pedestrian Walk – two (2) hours
 - e. Pedestrian Don't Walk and Countdown – two (2) hours
3. All other signal maintenance – twenty-four (24) hours
4. Safety Lighting – forty-eight (48) hours



Signal-on-flash, signal blackout not caused by a power outage shall constitute an emergency. The City (Public Works or the Police Department) may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.

Permanent work shall be completed as soon as possible and in all cases in no less than fourteen (14) calendar days, unless extended in writing by the City and as agreed upon between City and Contractor.

Failure to meet the response time requirements by the Contractor shall be sufficient cause for the City to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

SIGNAL SHUT DOWN AND SIGNAL ON FLASH

The Contractor shall immediately notify the City's Public Works Department and Police Department of any signal turn-offs or signal-on-flash necessitated by their operation. Signal shut down of any duration and signal-on-flash operation in excess of fifteen (15) minutes must be first authorized by the Public Works Department and Police Department.

SPARE EQUIPMENT

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to effectively maintain the traffic signals. The Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system. The Contractor will own and maintain all spare parts until installation in the City.

SALVAGED EQUIPMENT

The Contractor shall store any designated equipment, as designated by the City, at the Contractor's storage yard at no additional cost to the City. Components such as mast arms and luminaires that are undamaged may be re-used at the direction of the City. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the City and disposed of properly by the Contractor at Contractor's cost.

RADAR SPEED FEEDBACK SIGNS INSPECTION

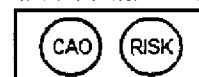
Preventative Maintenance

The Contractor shall provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the City's radar speed feedback signs. The program shall include, but is not limited to:

Maintenance

The Contractor shall establish a process for monitoring and tracking all radar speed feedback signs; a *Service Log* shall be created, with the radar speed feedback sign location, date and time repair was made, nature of the problem, the number of hours spent for each repair, materials used, and other applicable notes. The Contractor shall investigate, determine the corrective requirements and repair each item reported on the *Service Log* as soon as possible thereafter. This shall include equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the radar speed feedback sign. The equipment and components shall include, but is not limited to the following elements: radar speed feedback sign display and controller, power control units, solar panels, batteries, conductors/wiring, sign posts/poles, and electrical service equipment. The *Service Log* will be maintained by the Contractor and shall be submitted to the City in either MS Word or Excel format.

Special Note: The Contractor will be required to assign a sufficient number of technicians to the City as will be necessary to provide routine preventative maintenance to each radar speed feedback sign. The City expects technicians to be regularly assigned to the City as necessary to provide routine preventative maintenance during normal business hours, Monday to Friday 7:00 am to 5:00 pm, and to respond to unscheduled/emergency work ("Extra Work") after regular business hours. An inability to provide maintenance to



each radar speed feedback sign every other month may cause the Contractor to be subject to liquidated damages.

Scheduled Repair

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the radar speed feedback signs. The Contractor shall repair or replace equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the radar speed feedback sign. The equipment and components shall include, but is not limited to the following elements: radar speed feedback sign display and controller, power control units, solar panels, batteries, conductors/wiring, sign posts/poles, and electrical service equipment.

No permanent change shall be done without prior approval of the City. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next business day to notify the City representative).

The contractor shall submit a proposal to provide the required supplies, materials, and installed equipment for approval by the City prior to proceeding with installation. The City shall approve the sources of and prices for supplies, materials, and installed equipment prior to procurement. Replacement supplies, materials, and installed equipment will be manufactured by a reputable supplier approved by the City. Such approval shall not prevent subsequent disapproval or rejection of supplies, materials, and installed equipment by the City if the quality is less than required by the Contract or other otherwise unsatisfactory. If discounts by suppliers are available to the Contractor, they shall be credited to the City. If supplies, materials, or installed equipment is obtained from supply or source owned by or in part by the Contractor, the price will not exceed current wholesale price for such materials and installed equipment. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment had been installed. Until installation occurs, the Contractor shall own and be responsible for their inventory.

Maintenance activities that require periodic replacement of minor parts will not require City approval. Replacement of radar feedback sign display, controller, and solar panel will require approval of City staff prior to replacement. Serial number of unit removed will be recorded and the removed unit should be stored in the City's corporation yard at 27 Ryan Ranch.

Maintenance Records

Contractor shall maintain a copy of the Preventative Maintenance (PM) Checklist Form approved by the City. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to a radar speed feedback display sign or any related equipment. The PM checklist form shall be approved by the City at the beginning of each contract year.

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.

Activity Report

The Contractor shall provide a computerized activity report to the City. The report generated from the database can be sent (regular mail and email) to the City with the monthly invoice. No payment will be made without submittal of the report. The report shall include:

1. Scheduled Repairs: A complete record of all work that was performed on the radar speed feedback display sign and related equipment during the previous months including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each



- intersection.
2. Preventative Maintenance: Time and date the PM work was performed.
 3. Pending Repair List: Provide a monthly report of all pending repair work needed at each radar speed feedback display sign. The radar speed feedback display sign location should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.

Response Times

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a radar speed feedback display sign becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

Malfunctions – five (5) days

LIGHTED CROSSWALK INSPECTION

Preventative Maintenance

The Contractor shall provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the City's lighted crosswalk warning system. The program shall include, but is not limited to:

Maintenance

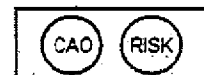
The Contractor shall inspect the lighted crosswalk and create a Service Log with the date and time any repairs were made, nature of the problem, the number of hours spent for each repair, materials used, and other applicable notes. The Contractor shall investigate, determine the corrective requirements and repair each item reported. This shall include equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the lighted crosswalk. The equipment and components shall include, but is not limited to the following elements: In-roadway light fixtures/base plates, power control units, solar panels (if applicable), conductors/wiring, pedestrian detection assemblies, LED signs and sign posts/poles, and electrical service equipment. The *Service Log* will be maintained by the Contractor and submitted to the City in either MS Word or Excel format.

Special Note: The Contractor will be required to assign a sufficient number of technicians to the City as will be necessary to provide routine preventative maintenance for the lighted crosswalk. The City expects technicians to be regularly assigned to the City as necessary to provide routine preventative maintenance during normal business hours, Monday to Friday 7:00 am to 5:00pm, and to respond to unscheduled/emergency work ("Extra Work") after regular business hours.

Scheduled Repair

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the lighted crosswalk. The Contractor shall repair or replace equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the lighted crosswalks. The equipment and components shall include, but is not limited to the following elements: In roadway light fixtures/base plates, power control units, solar panels (if applicable), conductors/wiring, pedestrian detection assemblies, LED signs and sign posts/poles, and electrical service equipment.

No permanent change shall be done without prior approval of the City. Whenever equipment is removed, the



City representative shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next business day to notify the City representative).

The contractor shall submit a proposal to provide the required supplies, materials, and installed equipment for approval by the City prior to proceeding with installation. The City shall approve the sources of and prices for supplies, materials, and installed equipment prior to procurement. Replacement supplies, materials, and installed equipment will be manufactured by a reputable supplier approved by the City. Such approval shall not prevent subsequent disapproval or rejection of supplies, materials, and installed equipment by the City if the quality is less than required by the Contract or other otherwise unsatisfactory. If discounts by suppliers are available to the Contractor, they shall be credited to the City. If supplies, materials, or installed equipment is obtained from supply or source owned by or in part by the Contractor, the price will not exceed current wholesale price for such materials and installed equipment. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment had been installed. Until installation occurs, the Contractor shall own and be responsible for their inventory.

Maintenance activities that require periodic replacement of minor parts will not require City approval. Replacement of in-roadway light fixtures, solar panels (if applicable), and LED signs will require approval of City staff prior to replacement. Serial number of unit removed will be recorded and the removed unit should be delivered to the City Public Works Department Corporation Yard.

Maintenance Records

Contractor shall maintain a copy of the Preventative Maintenance (PM) Checklist Form approved by the City. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to a lighted crosswalk or any related equipment. The PM checklist form shall be approved by the City at the beginning of each contract year.

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.

Activity Report

The Contractor shall provide a computerized activity report to the City. A report generated from the database can be sent (email) to the City with the monthly invoice. No payment will be made without submittal of the report. The report shall include:

1. **Scheduled Repairs:** A complete record of all work that was performed on the lighted crosswalk and related equipment during the previous month including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
2. **Preventative Maintenance:** Time and date the PM work was performed.
3. **Pending Repair List:** Provide a report of all pending repair work needed at lighted crosswalk, required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.



Response Times

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a lighted crosswalk becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

Malfunctions – forty-eight (48) hours

RECTANGULAR RAPID FLASHING BEACON INSPECTIONPreventative Maintenance

The Contractor shall provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the City's rectangular rapid flashing beacon systems. The program shall include, but is not limited to:

Maintenance

The Contractor shall establish a process for monitoring and tracking all rectangular rapid flashing beacon systems; a *Service Log* shall be created, with the rectangular rapid flashing beacon systems location, date and time repair was made, nature of the problem, the number of hours spent for each repair, materials used, and other applicable notes. The Contractor shall investigate, determine the corrective requirements and repair each item reported on the *Service Log* as soon as possible thereafter. This shall include equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the rectangular rapid flashing beacon systems. The equipment and components shall include, but are not limited to the following elements: Flashing beacon, sign display and controller, power control units, solar panels, batteries, conductors/wiring, sign posts/poles, and electrical service equipment. The *Service Log* will be maintained by the Contractor and shall be submitted to the City in either MS Word or Excel format.

Special Note: The Contractor will be required to assign a sufficient number of technicians to the City as will be necessary to provide routine preventative maintenance to each rectangular rapid flashing beacon systems. The City expects technicians to be regularly assigned to the City as necessary to provide routine preventative maintenance during normal business hours, Monday to Friday 7:00 am to 5:00 pm, and to respond to unscheduled/emergency work ("Extra Work") after regular business hours. An inability to provide maintenance to each rectangular rapid flashing beacon system quarterly may cause the Contractor to be subject to liquidated damages.

Scheduled Repair

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the rectangular rapid flashing beacon system. The Contractor shall repair or replace equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the radar speed feedback sign. The equipment and components shall include, but is not limited to the following elements: rectangular rapid flashing beacon, sign display and controller, power control units, solar panels, batteries, conductors/wiring, sign posts/poles, and electrical service equipment.

No permanent change shall be done without prior approval of the City. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next business day to notify the City representative).

The contractor shall submit a proposal to provide the required supplies, materials, and installed equipment for approval by the City prior to proceeding with installation. The City shall approve the sources of and prices for supplies, materials, and installed equipment prior to procurement. Replacement supplies, materials, and installed equipment will be manufactured by a reputable supplier approved by the City. Such approval shall not prevent subsequent disapproval or rejection of supplies, materials, and installed equipment by the City if the quality is less than required by the Contract or other otherwise unsatisfactory. If discounts by suppliers are available to the Contractor, they shall be credited to the City. If supplies, materials, or installed equipment is obtained from supply or source owned by or in part by the Contractor, the price will not exceed current wholesale price for



such materials and installed equipment. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment had been installed. Until installation occurs, the Contractor shall own and be responsible for their inventory.

Maintenance activities that require periodic replacement of minor parts will not require City approval. Replacement of rectangular rapid flashing beacon system, sign, controller, and solar panel will require approval of City staff prior to replacement. Serial number of unit removed will be recorded and the removed unit should be stored in the City's corporation yard at 27 Ryan Ranch.

Maintenance Records

Contractor shall maintain a copy of the Preventative Maintenance (PM) Checklist Form approved by the City. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to a rectangular rapid flashing beacon system or any related equipment. The PM checklist form shall be approved by the City at the beginning of each contract year.

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.

Activity Report

The Contractor shall provide a computerized activity report to the City. The report generated from the database can be sent (regular mail and email) to the City with the monthly invoice. No payment will be made without submittal of the report. The report shall include:

1. **Scheduled Repairs:** A complete record of all work that was performed on the rectangular rapid flashing beacon systems and related equipment during the previous months including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
2. **Preventative Maintenance:** Time and date the PM work was performed.
3. **Pending Repair List:** Provide a monthly report of all pending repair work needed at each rectangular rapid flashing beacon systems. The rectangular rapid flashing beacon systems location should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.

Response Times

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a rectangular rapid flashing beacon system becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

Malfunctions – Two (2) days



FLASHING BEACON INSPECTION

Preventative Maintenance

The Contractor shall provide a routine, comprehensive preventative maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the City's rectangular rapid flashing beacon systems. The program shall include, but is not limited to:

Quarterly Maintenance

The Contractor shall establish a process for monitoring and tracking all flashing beacon systems; a *Service Log* shall be created, with the flashing beacon systems location, date and time repair was made, nature of the problem, the number of hours spent for each repair, materials used, and other applicable notes. The Contractor shall investigate, determine the corrective requirements and repair each item reported on the *Service Log* as soon as possible thereafter. This shall include equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the rectangular rapid flashing beacon systems. The equipment and components shall include, but are not limited to the following elements: Flashing beacon, sign display and controller, power control units, solar panels, batteries, conductors/wiring, sign posts/poles, and electrical service equipment. The *Service Log* will be maintained by the Contractor and shall be submitted to the City in either MS Word or Excel format.

Special Note: The Contractor will be required to assign a sufficient number of technicians to the City as will be necessary to provide routine preventative maintenance to each flashing beacon systems. The City expects technicians to be regularly assigned to the City as necessary to provide routine preventative maintenance during normal business hours, Monday to Friday 7:00 am to 5:00 pm, and to respond to unscheduled/emergency work ("Extra Work") after regular business hours. An inability to provide maintenance to each flashing beacon quarterly may cause the Contractor to be subject to liquidated damages.

Scheduled Repair

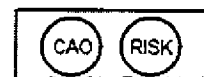
The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the radar speed feedback signs. The Contractor shall repair or replace equipment and components that have failed, deteriorated or malfunctioned from the normal operation of the radar speed feedback sign. The equipment and components shall include, but is not limited to the following elements: flashing beacon, sign display and controller, power control units, solar panels, batteries, conductors/wiring, sign posts/poles, and electrical service equipment.

No permanent change shall be done without prior approval of the City. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next business day to notify the City representative).

The contractor shall submit a proposal to provide the required supplies, materials, and installed equipment for approval by the City prior to proceeding with installation. The City shall approve the sources of and prices for supplies, materials, and installed equipment prior to procurement. Replacement supplies, materials, and installed equipment will be manufactured by a reputable supplier approved by the City. Such approval shall not prevent subsequent disapproval or rejection of supplies, materials, and installed equipment by the City if the quality is less than required by the Contract or other otherwise unsatisfactory. If discounts by suppliers are available to the Contractor, they shall be credited to the City. If supplies, materials, or installed equipment is obtained from supply or source owned by or in part by the Contractor, the price will not exceed current wholesale price for such materials and installed equipment. The City reserves the right to furnish supplies, materials, and installed equipment required for performance of the work.

The City shall reimburse the Contractor for supplies, materials, and installed equipment used for permanent repairs, in an amount equal to the cost of the materials including an agreed mark-up price. Reimbursement will occur only after the supplies, materials, and equipment had been installed. Until installation occurs, the Contractor shall own and be responsible for their inventory.

Maintenance activities that require periodic replacement of minor parts will not require City approval.



Replacement of flashing beacon or solar panel will require approval of City staff prior to replacement. Serial number of unit removed will be recorded and the removed unit should be stored in the City's corporation yard at 27 Ryan Ranch.

Maintenance Records

Contractor shall maintain a copy of the Preventative Maintenance (PM) Checklist Form approved by the City. The PM checklist form shall be completely filled out during each routine maintenance inspection and during any time repairs are made to a flashing beacon or any related equipment. The PM checklist form shall be approved by the City at the beginning of each contract year.

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.

Activity Report

The Contractor shall provide a computerized activity report to the City. The report generated from the database can be sent (regular mail and email) to the City with the monthly invoice. No payment will be made without submittal of the report. The report shall include:

1. **Scheduled Repairs:** A complete record of all work that was performed on the flashing beacon system and related equipment during the previous months including the date and time, make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
2. **Preventative Maintenance:** Time and date the PM work was performed.
3. **Pending Repair List:** Provide a monthly report of all pending repair work needed at each flashing beacon systems. The flashing beacon systems location should be listed along with a description of the repair required, problem that created the repair, and level of severity (high priority repair, medium priority repair, low priority repair).

Special Note: All data gathered and stored in an electronic (or non-electronic) format by the Contractor while under contract with the City is the property of the City. In the event that the City no longer contracts with the Contractor, full data records will be given to the City in an electronic format. Method of transfer of these full data records will be determined based on the size of the data records at the time of transfer.

Response Times

The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a flashing beacon becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

Malfunctions – Three (3) days

UNDERGROUND SERVICE ALERT (DIG ALERT) MONITORING

The Contractor will be required to adequately locate and mark all traffic signal conduits, traffic signal interconnect/communication lines (twisted copper or fiber), and equipment as well as street lights on behalf of the City in accordance with the California Government Code Section 4216 et seq. The City's designated representative will monitor notifications submitted by Underground Service Alert (USA) to the City, and will furnish applicable notifications to a representative of the Contractor to coordinate the marking of any signalized intersections that may be scheduled for construction work or excavations as evidenced by notification from USA. The Contractor shall establish a process for monitoring and tracking the marking of any affected intersections; an *Intersection Record Log* shall be created, with the USA notification and corresponding action noted in the controller, with a copy provided to the City. The Contractor shall assume all liability for satisfying the City's obligations to adequately identify underground structures in accordance with this law.



Compensation for providing USA – Dig Alert services identified above will be paid at a flat rate per occurrence for one signalized intersection in accordance with Bid Item 17. **No additional or separate payment will be made for daily travel time from the Contractor's base of operations to the City.**

Response Times

The Contractor shall provide response and service when USA requests are received. The maximum response times shall be as follows:

Requests – twenty-four (24) hours

AD-HOC ELECTRICAL WORK

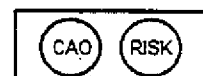
The contractor may be required to provide ad hoc electrical maintenance and installation services for electrical equipment not listed in these Specifications. Examples include, but are not limited to, installing new traffic signal equipment, fiber optic cable and communications equipment, flashing beacons, rectangular rapid flashing beacons, lighted crosswalks, radar speed feedback signs, etc. This work shall be performed at the discretion of the City in accordance with the unit costs and material markup provided in Bid Schedule or by a negotiated cost.

STREET LIGHTING UNSCHEDULED AND EMERGENCY RESPONSE WORK

The City may request that the Contractor perform Unscheduled and Emergency Response Work on the street light system. Compensation for unscheduled and emergency repair shall be paid at the hourly labor rates, and vehicle and equipment rates, and material cost and markup in accordance with Bid Items 8 to 22.

The Contractor may have to respond to Unscheduled or Emergency Work during regular business hours (7:00 AM to 5:00 PM, Monday through Friday) or after regular business hours. This work shall be performed on a time and materials basis in accordance with the unit costs listed in Bid Schedule or by a negotiated cost.

1. Unscheduled and Emergency Work includes, but is not limited to the following:
2. Downed street light poles ("knockdowns"), electric circuit repairs, and other operational equipment related issues.
3. Equipment for Unscheduled and Emergency Work
4. Repair, replace or otherwise render in good working order any and all defective parts of the City light equipment with like make and model parts. Whenever equipment is removed, the City representative shall be notified by phone and email within twenty-four (24) working hours, except weekends and holidays (where the firm shall wait until the next business day to notify the City representative).
5. The Contractor shall cover the cost replacing any parts to the City lights. The City shall reimburse the Contractor for materials used for repairs, in an amount equal to the cost of the materials including an agreed mark-up price.
6. The Contractor, at own cost, shall place barricades, clean up debris, properly dispose of all damaged components.
7. Protocol for Unscheduled and Emergency Work
8. Maintain a single local telephone where an on-call technician can be reached at all times, twenty-four (24) hours per day. This telephone number will be made available to all persons designated by the City.
9. Upon completion of unscheduled or emergency work, inform the City that the emergency work has been completed.
10. Upon completion of the unscheduled or emergency work, prepare estimates showing the cost breakdown of material and labor for replacement of such parts or equipment and submit the information to the City.



Special Note: Compensation for travel time shall be included in the payment for unscheduled or emergency work for those calls originating between 5:00 PM and 7:00 AM, for the actual travel time to the City, up to a two (2) hour maximum, one hour maximum, one-way.

Response and Service

1. The Contractor shall provide response and service on a twenty-four (24) hour, seven (7) day per week basis. Immediate action shall be taken to safeguard the public any time a City light becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:
 - a. Emergency Service – two (2) hours
 - b. Outages and Malfunctions – forty-eight (48) hours
2. Emergency Services shall include cleanup of debris due to accidents, erection of barricades and/or signs and to leave the area in a safe condition.
3. Permanent work shall be completed as soon as possible and in all cases in no less than fourteen (14) calendar days, unless extended in writing by the City and as agreed upon between City and Contractor.
4. Failure to meet the response time requirements by the Contractor shall be sufficient to cause for the City to authorize work to be completed by others and deduct the costs of said work from payments due the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

Salvaged Equipment

The Contractor shall store any salvaged or salvageable equipment or material at the Contractor's storage yard at no additional cost to the City. Any material or equipment declared non-salvageable by the Public Works Department shall be taken from the City and disposed of properly by the Contractor at Contractor's cost.

QUANTITY OF UNITS

Appendix C provides a list of the locations of fifteen (15) radar speed feedback signs, five (5) flashing beacons, two (2) rectangular rapid flashing beacons and one (1) lighted crosswalk. Appendix D provides list of existing traffic signal equipment, condition and locations.

UPGRADES

The Contractor will be required to maintain any additional traffic signals, lighted crosswalks, radar speed feedback signs, flashing beacons and rectangular rapid flashing beacons and appurtenant devices as they are installed, or become a part of the maintenance requirements of the City.

Upgrade work may include but is not limited to the following:

1. Replacement of existing non-operative equipment as needed;
2. Enhancing equipment as needed or warranted;
3. When requested by the City, install, modify or upgrade traffic signals, lighted crosswalks or electrical or mechanical traffic control or traffic safety devices;

No upgrade work shall be commenced or undertaken unless authorized in advance in writing by the City. Said written authorization is a condition precedent to the Contractor's entitlement to reimbursement or remuneration for services. Upgrade work or extra work shall be performed in accordance with the most current version of the Caltrans Standard Plans and Caltrans Standard Specifications. This work shall be performed within a specified time limit established by the City and for a mutually agreed upon price.



City will retain the right to perform any additional work by use of City forces or, in the alternative, to advertise such work for bids.

NEW TRAFFIC SIGNALS, STREET LIGHTING, RADAR SPEED FEEDBACK SIGNS, LIGHTED CROSSWALKS, FLASHING BEACONS AND RECTANGULAR RAPID FLASHING BEACONS

When the City accepts new equipment into service, they will be included in the contract at the applicable cost for preventative maintenance and scheduled repair at proposed unit rates for other maintenance as for existing traffic signals, street lights, radar speed feedback signs, lighted crosswalks, flashing beacons and rectangular rapid flashing beacons, commencing on the date of acceptance of the installation. The Contractor shall, upon notification by the City, immediately commence servicing such traffic signals, street lights, radar speed feedback signs, and lighted crosswalks, flashing beacons and rectangular rapid flashing beacons.

WARRANTY SERVICE

New traffic signals, lighted crosswalks, radar speed feedback signs, flashing beacons and rectangular rapid flashing beacons, and street lights are covered by the installing Contractor's material and workmanship warranty for one (1) year after acceptance. Where parts or material become defective during this warranty period, the Contractor shall notify the City so that the warranty may be exercised.

The Contractor shall be responsible for exercising maintenance and replacement covered by the warranty. At expiration of the warranty, servicing of traffic signals shall be performed in accordance with these specifications.

No additional, or separate, compensation shall be paid for warranty service work. Compensation for reviewing new traffic signals, lighted crosswalks, radar speed feedback signs, flashing beacons, rectangular rapid flashing beacons, and street lights as identified above will be paid at the hourly labor rates, and vehicle and equipment rates, in accordance with Bid Schedule.

MEETINGS

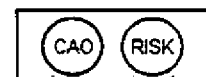
The assigned technician shall be available to meet with the City's designated representative on as needed at a mutually agreed upon time and place in the City to review maintenance activities. The assigned supervisor shall be similarly available to meet with the City's designated representative on a monthly basis.

Compensation for meetings shall be made in accordance with prices listed in bid schedule.

PAYMENT

All payment will be made within thirty (30) days after an invoice has been approved for payment by the City's designated representative. Copies of all invoices for supplies, materials, and installed equipment should be included with the sent invoice. For cost accounting purposes, the invoice should be mailed to the City and emailed as a Microsoft Excel compatible computer file to the City. Payment will be made no more frequently than monthly; however, invoices must be submitted at least quarterly (i.e. every three months).

All non-emergency work shall be done during normal business hours (7:00 AM and 5:00 PM, Monday through Friday). A separate itemized invoice, indicating the actual labor (hours per employment classification), material, equipment units used, and applicable rates, shall be prepared for work hereunder.



APPENDIX A

BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

ON-CALL ELECTRICAL CONTRACTOR 2017

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Declaration of Bidder	_____
4. Acknowledgement of Addenda (if applicable)	_____
5. Bidder's Statement of Qualifications	_____
6. Subcontractor's List	_____
7. Noncollusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Bid Bond	_____
10. Certification of Workers' Compensation Insurance	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: _____
Company Name
Signature
Date



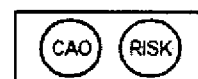
ON-CALL ELECTRICAL CONTRACTOR 2017**CITY OF MONTEREY****PART II: PROPOSAL**

To the Honorable City Council
 City of Monterey
 City Hall
 Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BID SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Equipment Inventory	1	LS		
2	Traffic Signal Annual Inspection	56	EA		
3	Traffic Signal Quarterly Inspection	56	EA		
4	Speed Radar Sign Inspection	15	EA		
5	Lighted Crosswalk Inspection	1	EA		
6	Rectangular Rapid Flashing Beacon Inspection	2	EA		
7	Flashing Beacon Inspection	5	EA		
8	Signal Technician	1	HR		
9	Lead Signal Technician	1	HR		
10	Laborer	1	HR		
11	Cost Estimator	120	HR		
12	Service Truck (Bucket)	1100	HR		
13	Crane Truck	1	HR		
14	Superintendent's Truck	1	HR		
15	Laborer's Truck				
16	Inductive Loop Detector Installation	1	EA		
17	Underground Service Alert	1	EA		



TOTAL BID SCHEDULE A (ITEMS 1 THROUGH 17) (In Words) _____ _____	(In Figures) \$
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BID SCHEDULE B

In order to determine a low bidder for this construction contract, the contractor's markup percentage costs for items in Bid Schedule B shall be multiplied by the sample Total Cost shown below. Contractor is to insert the standard markup for the items listed as a percentage and extend the dollar amount in the bid schedule.

Item No.	Description	Total Cost (Comparison Basis Only)	Percentage of Cost	Amount
18	Materials Markup	\$10,000		
19	Equipment Markup	\$10,000		
20	Contractor's Fee Markup	\$10,000		
21	Performance and Payment Bond Cost	\$10,000		
22	General Conditions	\$10,000		
23	Premium Labor	\$10,000		
TOTAL BID SCHEDULE B (ITEMS 18 THROUGH 23) (In Words) _____ _____				(In Figures) \$

GRAND TOTAL BID

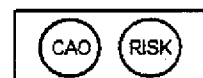
GRAND TOTAL BID (ITEMS 1 THROUGH 23) (In Words) _____ _____	(In Figures) \$
--	---------------------------

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction for unscheduled and emergency work.

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 23).

The quantities shown in the contract bid form for this project are for the purposes of determining the lowest responsible bidder and establishing a budget. The quantities in no way represent the actual amount of work that will be available or will become available. Adjustments in unit prices must not be allowed on any bid item regardless of the quantity of work available from or authorized by the City.



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : _____, Class: _____, Expiration date: _____.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: _____.

ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201_____.

Name of Firm: _____

Address: _____

Telephone: _____

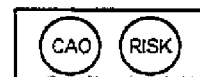
Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title



ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

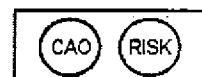
- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

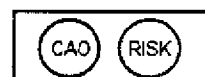
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name



SUB-CONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

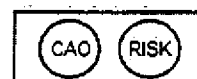
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

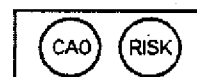
Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title



BID BOND
(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **ON-CALL SIGNAL AND TRAFFIC EQUIPMENT MAINTENANCE CONTRACTOR 2017.**

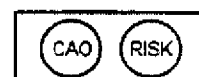
WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Bidder/Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

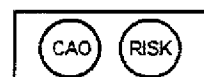
(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

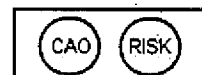
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

3. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)



APPENDIX B

SAMPLE WORK ORDER

CITY OF MONTEREY

WORK ORDER

Issued To: _____

On-Call Signal and Traffic Equipment Maintenance Contractor 2017

Resolution No. _____

Work Order Number/Name: TC2017 – XX / NAME OF PROJECT

Issue Date:

Account Number:

LOCATION:

DESCRIPTION OF WORK:

All work shall be in accordance with the On-Call Signal and Traffic Equipment Maintenance Contractor 2017 Specifications, attached sketch and project description as follows: _____ Work in general includes, _____

QUANTITIES AND PRICES:

Project Cost shall be \$XXXXX Per Attached Cost Estimates dated _____ 20__
All construction changes and associated costs shall require written Construction Change Orders.

TIME LIMITS:

To Begin: _____, 20__

To End: _____, 20__

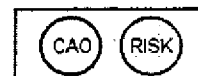
Funding Check By (Provide Acct GL Printout): _____
S. Connolly, Accounting Specialist

This Work Order Authorized By: _____
Andrea Renny, Associate Civil Engineer

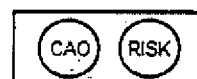
Work Order Acceptance Acknowledged
By Contractor's Representative: _____
(Name, Contractor)

City Acceptance of Completed Work: _____
(Contractor's 1-Year Guarantee Begins From Above Date)

cc: Contractor Accounting Inspection File



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APPENDIX C

LOCATIONS OF RADAR SPEED FEEDBACK SIGNS, FLASHING BEACONS, RECTANGULAR RAPID FLASHING BEACONS AND LIGHTED CROSSWALK

Radar Speed Signs

Location	Sign Type	# Signs Installed
Sloat Ave	Fortel V-calm	2
Airport Rd	Fortel V-calm	2
Franklin St	Safe Pace 100 - Traffic Logix	1
Glenwood Circle	Safe Pace 100 - Traffic Logix	1
English Ave	Safe Pace 100 - Traffic Logix	2
Prescott Radar	Safe Pace 100 - Traffic Logix	1
675 Jefferson	Safe Pace 100 - Traffic Logix	1
Martin St	Safe Pace 100 - Traffic Logix	2
Casanova/Ramona Signs	Safe Pace 100 - Traffic Logix	2
Eldorado St	Safe Pace 100 - Traffic Logix	1

Flashing Beacon

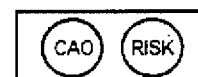
Skyline Drive	at Chatswood Place
Skyline Drive	at Wyndemere
Skyline Drive	at Skyline Drive
Camino El Estero (2)	at Franklin

Rectangular Rapid Flashing Beacon

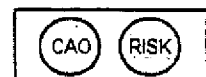
Franklin	High
Via Gayuba	Walter Colton

Lighted Crosswalk

Franklin St	at Adams
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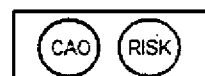
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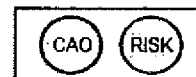
APPENDIX D

LIST OF EXISTING TRAFFIC SIGNAL EQUIPMENT, CONDITION AND LOCATIONS

Please see attached PDF document labeled Appendix D.



Cabinet #	1 Fremont & Casanova	2 Fremont & Ramona	3 Fremont & De La Vina
STATUS	Fair/Good	Fair/Good	Fair
Comments	Old steel Conduit	Metal signals faded and corroded/ppb outdated/no timing sheet	1' countdown Ped' signal out/conduits old & full/Pushbuttons outdated
Controller	Eagle EPAC 300 #90877	Eagle EPAC 300 #85304	Eagle EPAC 300 #79500
Conflict Monitor	EDI MMU-16LE #5886	Reno A&E MMU-1600	EDI MMU-16E #4766
DC Isolator	N/A	N/A	
Power Supply	EDI PS200	EDI PS200	EDI PS200
222 Cards	N/A	N/A	N/A
242 Cards	N/A	N/A	N/A
Flash Transfer Relay	CH Technologies	CH Technologies	CH Technologies
Load Switch	Reno A&E LS-200	Reno A&E LS-200	Reno A&E LS-200
Loop Detector	Reno A&E 1200-SS	Reno A&E 1200-SS	Reno A&E 1200-SS
Video Detection	None	None	None
Fiber Optic Switch	Garrettcom Magnum P62-5V/ Actelis ML622	Garrettcom Magnum P62-5V/ Actelis ML684	Garrettcom Magnum P62-5V/ Actelis ML622
Opticom Phase Selector	GTT 764 Opticom	GTT 764 Opticom	GTT 764
APS Push-Button Card	None	None	None
Battery Back-Up	Tesco	Tesco	none
APC Program Sheet			
Cabinet Plan	yes	yes	yes
Signal Plan	yes	no	no
Maintenance Log	yes	yes	yes
Timing Sheet	yes	no	no
Battery Check Date & Quantity	Locked	Locked	n/a
Pedestral Tpe	Tescoflex	Tescoflex	Tesco Side Mount
Pedestrian Push Button Type	ADA type	Standard-outdated	standard-outdated
Pedestrian Timing Calculation	None	None	no
LED Signal	Countdown LED	Countdown LED	5-Countdown 1 Standard
Lighted Crosswalk	None		
Pole Type #1:	Mastarm	Mastarm	Mastarm
Heads/LED type	CH/Poly LED	LFE/ Metal LED	CH/Poly & Metal LED
Pole Type #2	Type 15	Type 15	Type 15 & 1B
Heads/LED type	CH/Poly LED	LFE/ Metal LED	CH/Poly & Metal LED
Pole Type #3	Mastarm	Mastarm	Mastarm
Heads/LED type	CH/Poly LED	LFE/Metal CH/Poly LED	CH/Poly LED
Pole Type #4	Type 15	Type 15	Type 15 & 1B
Heads/LED type	LPE/Metal LED	LFE/Metal CH/Poly LED	LFE/Metal LED
Vaccum Out	Need	Fair	Good
Replace Filters	Fair	Fair	Good
Perform CMY & MMU Test	Good	Good	Good
Conduit Checks/Type/Conditions	Old rusted	Old & New	fair/obsolete
Material/Rigid	steel rigid/old steel conduit	PVC & Steel Rigid	Steel Rigid/ No room
Traffic Signal Corner #1 (N)	LT Signal MAT; Thru Signal 3M Head; SV-2-TA; SP-1; Type B PPB	LT Signal; 3M Head MAT; SV-3-TA; SP-1; Type B PPB	MAT; SV-2-TA; SP-1; Type B Std PPB; TV-2-T
Traffic Signal Corner #2 (E)	SV-4-TA; Type B PPB	SV-3-TA; SP-1; Type B Std PPB	SV-2-TA; SP-2; Type B Std PPB; LT Lane Signal
Traffic Signal Corner #3 (S)	LT Signal MAT; Thru MAS; SV-1-T; Type B PPB; SP-1	LT MAT; MAT; SV-2-TA; SP-1; Type B Std PPB	MAT; SV-2-TA; SP-1; Type B Std PPB; TV-2-T
Traffic Signal Corner #4 (W)	SV-4-TA; SP-1; Type B PPB	SV-3-TA; SP-1; Type B Std PPB	SV-2-TA; SP-1; Type B Std PPB; TV-2-TA w/LT Lane Signal



**4
Fremont & Casa Verde**

Fair/Good with some Maintenance

Conduit old/Exposed wires/visors damaged/needs attention

Eagle EPAC 300 #79499
Reno A&E MMU-1600
n/a
EDI PS200
n/a
n/a
CH Technologies
Reno A&E LS200
Reno A&E 1200-55
None
Garretcom Magnum P62-5V
GTT 764 Opticom
None
Tesco

Yes
None
Cal-West
yes

Locked

Tescoflex
4-ADA Type 2-Standard
no

no

Mastarm & 1B
CH/Poly & Econo/ Metal LED
Type 1A
CH/Poly LED
Mastarm & Type 15
CH/Poly LED
Mastarm
CH/Poly

Fair
Fair
Good
Old
Steel Rigid

MAT; SV-2; Type B Std PPB; TV-1-T; SP-1

SV-3-TA; SP-1; Type B Std PPB; TV-1-T; LT Lane Signal

MAT; SV-2-TA; SV-2-TA; SP-1; Type B PPB

MAS; MAS; SV-3-TA; SP-2; Type B PPB; LT Lane Signal

**5
Fremont & El Estero**

Overall C, Missing safety light s-pole luminar, Missing 2 Visors
s-pole signal, s-pole leaning

Fair

Eagle EPAC 300
EDI NSM-12
n/a
n/a
n/a
n/a
Magnecraft
TSC 200
EDI LM 301 Shelf Mount
None
Garretcom Magnum PS62-5V
GTT 764 Opticom
None
Tesco

Yes
None
Cal-West
yes

n/a

Challenger Side Mount
ADA Type
no
Standard LED
no

Mastarm
LED
Type 1B
LED
Mastarm
LED
Type-21
LED

C- Need
C
D
C
PVC Rigid/ No Room

MAT; MAS; SV-2-TA

TV-2-T; SP-1; Type B PPB

MAT; SV-1-T; SP-1

SV-1-T

**6
Fremont & Abrego**

Overall D

Good

Eagle EPAC 300
Reno A&E MMV 1600
n/a
n/a
n/a
n/a
CH technologies
Reno A&E LS-200
Reno A&E 1200-55
n/a
Garretcom Magnum P62-5V
GTT 764 Opticom
n/a
Tesco

yes
no
Cal-West
yes

Locked

Tesco
ADA
no
2-Countdown 6-Standard
no

Mastarm
LED
Mastarm
LED
Mastarm
LED
Mastarm & 1A
LED

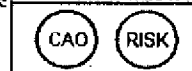
D
D
D
D
PVC Rigid/ room

MAS; MAS; SV-3-TA; SP-1; Type B PPB

MAS-5A; MAS; SV-2-TA; SP-1; Type B PPB

MAS; MAS; SV-3-TA; SP-1; Type B PPB

MAS-5A; MAS; SV-1-TA; SP-1; Type B PPB



7

Munras & Webster

Overall C, Old 1A PPOLes, Paint Chipping, Old conduct, No PPB's

Fair

Eagle EPAC 300
 EDI NSM-12
 n/a
 n/a
 n/a
 n/a
 Magnecraft
 IDC 200
 No Loop Detector
 none
 Garrettcom Magnum P562-5V
 GTT 764 Opticom
 none
 none

yes
 no
 Cal-West
 yes

n/a

Challenger Side Mount
 n/a no PPB on Ped Recall
 no
 Staandard-1 Countdown-7
 no

Type 1A
 LED
 Type 1A
 LED
 Mastarm
 LED
 Mastarm
 LED

B
 D
 C
 B
 Rigid Steel/ No room

TV-2-T; SP-1

TV-2-T; SP-2

MAS-5A; MAS; SV-1-T; SP-1

MAT; SV-2-TA; SP-2; Type B PPB

8

Munras & El Dorado

Overall Need Immediate Upgrade, Cabinet & Conduct Old, Hoop Sensor bad on S/W Cnr Abrego St

Need immediate attention Obsolete Cabinet

Eagle EPAC #75314 - OLD
 Traconex 2000016-B - Obsolete
 n/a
 n/a
 n/a
 n/a
 Midlano Ross
 IDC 200
 IDC 910A Shelf Mount
 none
 no
 no
 no
 Tech Power Developments - Turned off

Oldd/Faded
 no
 Cal-West
 yes

Outdated

Tesco Side Mount - obsolete
 3-Standard 4-ADA type
 no
 no

Type 1A & 1A
 CH/Poly LED
 Mastarm & 1A
 CH/Poly LED
 Mastarm
 CH/Poly & Metal
 Mastarm
 CH/Poy & Metal

Need
 Need
 Obsolete
 Old
 Rigid steel/ Full

TV-2-T; TV-2-T; SP-1; Type B Std PPB

TV-2-T w/LT Signal; MAT; SV-1-T; SP-1; Type B PPB

MAT; SV-2-TA; Type B PPB; TV-1-T; SP-1; Type B PPB; TP-1

MAT; MAS; SV-3-TA; Type B Std PPB

9

Munras & DMC-North

Overall Fair, Could be upgraded "Signals & Poles"

Good/Fair "Signals & Poles" Old Ccondduit Old

Eagle EPAC 300 #92893
 Reno A&E #61077703 MMU-1600
 n/a
 EDI P5200
 n/a
 n/a
 CH Technologies
 Reno A&E 15-200
 Reno A&E 1200-55
 none
 Garrettcom Magnum P62-5V
 none
 no
 no

yes
 no
 Cal-West
 yes

n/a

GE Side Mount
 2-Standard 3-ADA Type
 no
 no

Type 1B
 Econo/Metal LED
 Mastarm
 Econo/Metal & Poly LED
 Type 1B
 Econo/Metal & Poly LED
 Mastarm
 Econollite/Metal

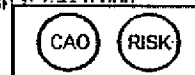
Fair
 Fair
 Good
 Old
 Steel/ No room

TV-1-T; SP-2; Type B PPB; TV-2-T; Type B PPB

MAS; SV-2-TA; Type B Std PPB

TV-2-T; LT Lane Signal

MAS; SV-1-T; SP-1; Type B PPB



10
Munras & DMC-South

11
Munras & Soledad

12
Pacific & Soledad

Overall Good, 1 Mastarm-Old

Overall Fair, Conduits Old & Full, No timing sheet

Overall Good

Good

Fair

Good

Eagle EPAC 300
Reno A&E MMU-1600
n/a
EDI P5200
n/a
n/a
Ch Technologies
Reno A&E LS-200
Reno A&E 1200-55
none
Milan Technology MIL-55015C-15
none
no
no

Eagle EPAC 300 #852667
Reno A&E MMU-1600
n/a
EDI P5200
n/a
n/a
Ddetroit Controls
Model 555-87-1/0
EDI Oracle 4
none
Garretcom Magnum mp62-5V
none
no
no

Traconex 333390CJ
EDI NSM-12E
n/a
n/a
n/a
Magnecraft
PDC 200
IDC 921-2T-Ex
none
no
3M752 Opticom
no

yes
no
Cal-West
yes

yes
yes
Cal-West
no

yes
no
Cal-West
yes

n/a

n/a

n/a

GE Sidde Mount
ADA Type
No
Countdown LED
no

?
6-Standard 5-ADA Type
no
Countfown LED

Myers
ADA Type
no
Countdown LED-1 33-Standard LED

Type 1B & 1B
CH/Poly LED
Mastarm - Old
LFE/Metal LED
Type 1B
CH/Poly
Mastram
LFE/Metal & CH/Poly

Type 15 & Mastarm
CH/Poly LED
Mastarm & 1A
CH/Poly LED
Mastarm & Type 15
Poly & Metal
Mastarm
Metal

MAStram & 1A
ICC/Poly LED
Type 1A
ICC/Poly LED
Mastram
ICC/Poly LED
Type 15 & 1A
ICC/Poly

Fair
Fair
Good
Fair
Steel & PVC/Some room

Fair
Fair
Good
Old
Steel/No room

Good
Good
Good
Good
PVC/Room

TV-1-T; SP-2; Type B PPB; TV-1-T w/LT Signal

SV-2-TA; SP-2; Type B PPB x2; TV-2-T

MAS; MAS; SV-1-T; TV-1-T

MAS; SV-1-T

MAS; SV-1-T; SP-1; Type B PPB; SV-2-TA; SP-1; Std PPB

TV-2-T; SP-1; Type B PPB

TV-2-T; SP-1; Type B PPB; LT Signal; Type B PPB

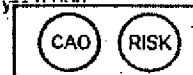
MAS; MAS; SV-1-T; SP-2; Type B PPB x2

MAS; SV-1-T; SP-1; Type B PPB; TP-1-T; Type B PPB

MAS; SV-1-T; SP-2; Type B PPB x2

MAS; SV-1-T; SP-1; TP-1; SV-2-TA; Std PPB

TV-2-T; SP-1; Type B PPB



13
Del Monte & English

Overall Fair, Metal Signals Paint Peeling/Corrosion

Fair

Eagle EPAC 300#89917
IDC Gurdian LCD-12P
n/a
n/a
n/a
n/a
Magnecraft
IDC 200
IDC 910AA
none
no
no
Polara
Techpower Developments - Turned off

yes
yes
Cal-West
yes

no 2 - Batteries

Tesco Side Mount
Polara Audible PED
no
Countdown LED
no

Mastram & 1A
MTS/LED Metallic
Type 15
MTS/MET & Poly LED
Mastram
MTS/MET LED
Mastarm & Type 15
MTS/MET LED

Fair
Fair
Good
Fair
PVC/Little Room

MAS; SV-1-T; PPB Pole

SV-2-TA

MAS; MAS; SV-2-TA

MAS; SV-1-T; SV-1-T; SP-1; Type B PPB

14
Del Monte & Casa Verde

Overall Fair/Good. Signals & pad Heads Peeling

Fair/Good

Siemens M50 #117986
EDI NSM-12 #201453
n/a
n/a
n/a
n/a
Midtex
IDC 200
IDC 910A Shelf Mount
None
No Cable In Cabinet
No
No
Techpower Developments - Turned Off

yes
no
Cal-West
yes

Obsolete 2- Batteries

Tesco Side Mount
ADA Type
No
Countdown LED
No

Mastram & 1A
McCaIn/Metal LED
Mastram & 1A
MTS/Metal LED
Mastram & 1A
MTS/Metal LED
Mastarm & 1A
MTS/Metal LED

Good
Fair
Fair
Good
PVC/Room

MAS; MAS; SV-1-T; SP-1; Type B PPB; TV-2-T

MAS; SV-1-T; SP-1; Type B PPV; TV-2-T; SP-1; Type B PPB
MAS; MAS; SV-1-T; SP-1; Type B PPB; TV-2-T; SP-1; Type B
PPB

MAS; SV-1-T; SP-1; Type B PPB; TV-2-T; SP-1; Type B PPB

15
Del Monte & NPS

Overall Good

Good

Eagle EPAC 300 #89040
EDI NSM-12 #9501-444
n/a
n/a
n/a
n/a
Midtex
EDI 510
EDI LM301 Shelf Mount
no
Garrettcom P62-5V
no
Polara
no

no
no
Cal-West
yes

n/a

Myers
Polara Audible
no
Countdown LED

Mastram & 1A
MTS/Poly LED
1A & 1A
MTS/Poly LED
Mastram
MTS/Poly LED
1a & 1a
MTS/Poly LED

Fair
Fair
Good
Good
PVC

MAS; TV-1-T; SP-1; Type B PPB

TV-2-T; SP-2; Type B PPB

MAS; MAS; SV-2-TA; SP-1; Type B PPB; TV-1-T

TV-2-T



16

Del Monte & Sloat

Need Upgrade, Conduitt & pull boxes old - full, Handicap pamp bad N/E CHR

Need Upgrada

Traconex 390RvJ8
 EDI Nsm-12
 n/a
 n/a
 n/a
 n/a
 Magnecraft
 GDI 200/EDI 510
 IDC 910A
 No
 Garrettcom Magnum P62-5V
 no
 no
 Techpower Developments - Turned off

yes
 no
 Cal-West
 no

Obsolete 2- Batteries

Pole Mount Switch Blade - Obsolete
 5-ADA - Type 1-Standard
 no
 Standard LED
 No

Mastarm
 Ch/Poly LED
 1A
 CH/Poly LED
 Mastarm
 CH Poly / & Metal LED
 1A
 Ch/Poly LED

Needs
 Fair
 Good
 Old/Rust
 Steel/ No room

MAS; MAS; SV-2-TA; SP-2; Type B PPB x2

TV-3-T; SP-2; Type B PPB x2

MAS; SV-2-TA; SP-1; Type B PPB

TV-2-T; SP-1; Type B PPB

17

Del Monte & Aguajito

Overall Fair, Cabinet Obsolete

Obsolete Cabinet:

Traconex 390CJ
 Traconex 2000-16B
 n/a
 n/a
 n/a
 n/a
 Midland
 PDC 200
 IDC910A
 no
 none
 no
 Polara
 no

yes
 yes
 Cal-West
 yes

n/a

Tesco Side Mount
 Polara Audible PED
 No
 Countdown LED
 No

Mastarm
 CH/Poly LED
 1A
 CH/Poly LED
 Mastarm
 CH Poly/ MET LED
 1A
 CH/Poly LED

Need
 Need
 Obsolete
 Good
 PVC/Room

MAS; SV-2-TA; SP-2; Type B PPB

TV-2-T; SP-2; Type B PPB x2

MAS; SV-2-TA; Type B PPB; PPB Pole w/Type B PPB

TV-3-T; SP-1; PPB Pole w/Type B PPB

18

Del Monte & El Estero

Overall B/A

Needs Attention/ Old

Traconex 390CJ
 Honey well HCM 2000
 n/a
 n/a
 n/a
 n/a
 Midland Ross
 EDI & Reno
 ICC & IDC & EDI
 n/a
 n/a
 n/a
 n/a
 Techpower Developments MHE Series

yes
 No Signal Plan
 yes
 ysa

9/10 2EA

Side Mounl to Cabinet - Tesco
 ADA type Missing 1
 yes
 Standard
 n/a

Mastarm
 LED
 1B
 LED
 Mastarm
 LED
 1B
 LED

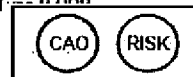
A
 A
 A
 B
 Steel Rigid/No Room

MAS; MAT; SV-2-TA; SP-2; Type B PPB

TV-2-T; SP-1; Type B PPB

MAS; MAT; SV-2-TA; TV-2-T; SP-1; Type B PPB

TV-2-T; SP-1; Type B PPB



19
Del Monte & Figueroa

Overall D, No Timing sheet.

Good

Eagle EPAC 300
Reno A&E MMU 1600
n/a
n/a
n/a
n/a
Ch Technologies:
Reno A&E LS-22200
Reno A&E 1200-55
n/a
GarrettcomMagnum P62-5V
3M754 Opticom
Polara Engineering
Tesco Mounted to Pedestal

yes
none
no
no

n/a Locked

Tesco Type Stand With BBU
Polara Audible PED
no
LED Standard
No

Mastarm
LED
Mastarm
LED
Mestarm
LED
Mastarm
LED

C
C
D
D
Rigio PVC/Room
MAS; MAS; MAS; SV-1-T; SP-1; Type B PPB; TV-2-T; SP-1;
Type B PPB x2

MAS; MAS; SV-2-TA; SV-2-TA; SP-2; Type B PPB
MAS; MAS; MAS; SV-1-T; SP-1; Type B PPB; SV-2-TA; SP-1;
Type B PPB x2
MAS; MAS; SV-1-T; SP-1; Type B PPB; SV-2-TA; SP-1; Type
B PPB; PPB Pole w/Type B PPB

20
Del Monte & Washington

Overall B/C

Cabinet Old - Obsolete

Tracoconex 390 CJ
Traconex 2000 16B #302-5309
n/a
n/a
n/a
n/a
n/a
Magnetech
PDC 200
EDI LM-301 Shelf Mount
No
No
no
n/a
Techpower Deppments Inc- Turned off

yes
yes
Cal-West
yes (1994)

none 2- Batteries

Tesco Side Mount
ADA Type
NO
Countdown LED
no

Needs
Needs
Obsolete
Rusted-B
Steel/No room
SV-1-T; SP-2; Type B PPB

MAT; SP-1; Type B PPB; MAS; SV-2-TA
MAT; SV-2-TA; TV-3-T
MAS; SV-1-T; SP-1; Type B PPB; SV-2-TA; TV-2-T; Type B
PPB

21
Del Monte & Tyler

Overall A

Obsolete - Needs Replacement

Traconex 390 RvJB
Traconex #204-0525
n/a
n/a
n/a
n/a
n/a
Traconex
Tsc 200
EDI LM301
none
no
no
no
Techpower Developments - turned off

yes
yes
no
no

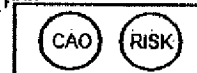
none 2 -Batteries

None
ADA Type
None
Standard LED
None

Mastarm
CH LED
1A
CH LED
Mastarm
CH LED

PED Top Mount

Needs
Good
Obsolete
Old
Steel
MAS; SV-1-T; SP-2; Type B PPB x2
TV-2-T; SP-2; Type B PPB x2
MAS; SV-1-T; SP-2; Type B PPB
TP-2-T; Type B PPB



22
Del Monte & Alvarado

23
Del Monte & Calle Principal

24
Del Monte & Pacific

Overall A/B, Obsolete Need Upgrade

Overall A/B, Obsolete Need Upgrade

Overall D

Obsolete Cabinet/Controller

Obsolete Cabinet/Controller

Good

Traconex 390 CJ - Display Bad
Honeywell HCM 2000 - Obsolete

Traconex 390CJ - Display Bad
Honeywell HCM 2000

Eagle EPAC 300 #1334507
EDI MMU-16E #130301075

n/a
n/a
n/a
n/a
Midland Ross
PDC 200 & 555-86-1/0
None Plugged in "Sarasota 215B"

n/a
n/a
n/a
n/a
Midland Ross
PDC 200& 555-86-1/0
Sarasota 215B Not Plugged in

n/a
Reno A&E CPS-T52 #1131602
n/a
n/a
Struthers-Dunn
Reno A&E LS-200
Reno A&E 1200-55

none
none
no
no
no

none
none
no
no
no

none
Garrettcom Magnum P62-5V
GTT 764 Opticom
Polara APS
Tesco

yes
no
Cal-West
Yes (Old)

yes
no
Cal-West
yes (Old)

yes
no
Cal-West
none

n/a

n/a

Locked

Tesco Side mount
ADA Type
In flash no PED's Activating

Tesco Side Mount
ADA Type
No in flash

Tescoflex
Audible PPB - Polara
no
Countdown LED
No

no

No

1B
CH Top Mount LED
1B

1B
CH Top Mount LED
1B

Decorative
McCain LED
Decorative
McCain LED
Decorative
McCain LED
Decorative
McCain LED

1B

1B

1B

1B

Needs
Needs
Obsolete
Old/Rusted
Steel/No room

Needs
Needs
Obsolete
Old/Rusted
Steel/No room

D
D
D
D
PVC/Room
MAS; SV-1-T; SP-1; Type B PPB; SV-2-TA; SP-1; Type B
PPB
MAS; SV-1-T; SP-1; Type B PPB; SV-2-TA; SP-1; Type B
PPB
MAS; SV-1-T; SP-1; Type B PPB; SV-2-TA; SP-1; Type B
PPB; PPB Pole w/Type B PPB

TP-2-T; Type PPB

SV-1-T; SP-1; Type B PPB

TV-1-T; SP-1; Type B PPB

TV-2-T; SP-2; Type B PPB x2

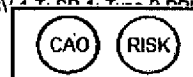
TV-2-T; SP-2; Type B PPB x2

SV-2-TA; SP-2; Type B PPB

TV-2-T; Sp-2; Type B PPB

SV-1-T; SP-2; Type B PPB

MAS; SV-1-T; SP-1; Type B PPB



25
Pacific & Scott

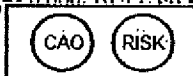
Overall B/C, Old Coonduit & Full
Fair
EPAC 300 Eagle #76716
EDI NSM-12 #216777
n/a
n/a
n/a
n/a
Magnecraft
EDI-510
EDI LM301
none
none
none
n/a
Techpower Developmentss Inc - Tunmed off
yes
no
Cal-West
No
n/a
Tesco Side Mount
ADA Type
no
no
1B
CH LED
1B
CH LED
1B
CH LED
Type 15 ? Luminaire
CH LED
Needs
yes
yes
B
Steel/No room
TV-2-T; SP-2; Type B PPB x2
TV-2-T; SP-2; Type B PPB
TV-3-T; SP-2; Type B PPB
SV-1-T; SP-2; Type B PPB

26
Pacific & Franklin

Overall C; Signal Heads Paint Peeling
Fair
Eagle EPAC 300 #780000038
EDI NSM-12 ##218477
n/a
n/a
n/a
n/a
n/a
Magnecraft
TSC 200
IDC 913A Shelf Mount
None
Garrettcom Magnum P621-5V
None
n/a
None
yes
None
Cal-West
None
n/a
Side Mount
ADA Type
no
Countdown
no
1A
CH/LED
Mastarm
Econo/LED
1A
McCain / LED
Mastarm
ICC / LED
D
C
yes
yes
PVC/Room
TV-2-T; SP-2; Type B PPB x2
MAT; SV-1-T; SP-2; Type B PPB x2
TP-1-T; Type B PPB; TV-2-T; SP-1
MAT; SV-2-TA; SP-2; Type B PPB x2

27
Pacific & Jefferson

Overall D, 1A pole leaning n-corer, Timing sheet missing
Good-New Intersection
Eagle EPAC 300 #89902
Reno A&E MMU-1600 #610697
n/a
n/a- EDI P5 200 #253147
n/a
n/a
Reno A&E TR-200
Reno A&E Ls-200
Reno A&E 1200-55
None
Garrettcom P67 FF
3M.754 Opticom
none
Tesco
yes
None
Cal-West
no
Locked
Tescoflex
Ada Type
no
countdown LED
no
1A (2)
Type 15 & 1A
1A (2)
Type 15 & 1A
C
C
yes
D
PVC RIGID/Room
TV-1-T; SP-1; Type B PPB; TV-2-T; SP-1; Type B PPB
SV-1-T; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB
TV-1-T; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB
SV-1-T; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB



28
Pacific & Madison

Overall D, Timing sheet Missing

Good Condition

Eagle EPAC 300 #102360
Reno A&E MMU 1600 #790997
n/a
EDI P5200
n/a
n/a
Reno A&E
Reno A&E LS-200
Reno A&E 1200-55
none
Garrettcom Magnum P62- %V
3M 754 Opticom
none
Tesco

yes
No
Cal-West
No

Locked

Tescoflex
ADA Type
no
Countdown LED
No

Type 15 & 1A

Type 15 & 1A

1A

1B

C
C
yes
D
PVC/Room

SV-2-TA; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB

SV-2-TA; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB

TV-2-T; SP-2; Type B PPB x2

TV-2-T; SP-2; Type B PPB x2

29
Pacific & El Dorado

Overall D, Timing Sheet Missing

Good Condition

Eagle EPAC 300 #103489
Reno A&E MMU-1600 #610699
n/a
P5200 EDI #234147
n/a
n/a
Magnecraft
Reno A&E LS-200
Reno A&E 1200-55
none
Garrettcom Magnum P62-5V
none
n/a
Tesco

yes
yes
Cal-West
no

Locked

Tescoflex
ADA Type
no
Countdown LED
none

Mastarm & Type 21 & 1A

LED McCain

Mastarm

3M Programmable

Mastarm & Type 21 & Type 21

LED

Mastarm

3M Programmable

D
D
yes
D
PVC/Room

MAS; MAS; SV-2-TA; SV-1-T; SP-1; Type B PPB

MAS; SV-1-T; SP-1; Type B PPB

MAS; MAS; SV-1-T; SV-1-T; SV-2-TA; SP-1 Type B PPB

MAS; SV-2-TA; Sp-2; Type B PPB

30
Franklin & Van Buren

Overall B, Old Cabinet & Conduit Obsolete

Old Obsolete Cabinet

Eagle EPAC 300 #109377
Traconex 2300-8B #604-0639
n/a
n/a
n/a
n/a
Traconex
TSC 200
Sarasota 215B Shell Mount
none
none Cable In Cabinet
none
none
none

yes
no
Cal-West
yes

n/a

Side Mount - Tesco
ADA Type
no
Countdown & Standard LED
no

Mastarm

ICC LED

1B

CH LED

1B

CH LED

1B

CH LED

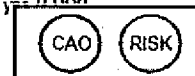
A-need
A-need
A-obsolete
A
Steel/No room

MAS; SV-2-TA; SP-1

TV-2-T; SP-1; Type B PPB

TV-2-T; SP-2; Type B PPB x2

TV-2-T; SP-2; Type B PPB



31
Franklin & Calle Principal

Overall C/D, Downtown - On Recall

Traconex 390CJ
EDI NSM-6
n/a
n/a
n/a
n/a
Magnecraft
IDC 200
none
none
none
none
none
none
none

yes
none
Cal-West
yes

n/a

Side Mount
none
n/a

no

1A
LED
Concrete
LED
Decorative S/L
LED
1B
LED

C
D
C
C

Steel Rigid/Room

TV-2-T

SV-2-TA

SV-2-TA

TV-2-T

32
Franklin & Alvarado

Overall C/D On Recall

Good

Traconex
EDI NSM-6
n/a
n/a
n/a
n/a
n/a
Magnecraft
IDC 200
none
none
none
none
none
none
none

yes
none
yes
Cal-West

n/a

Side Mount
none
n/a

none

1B
LED
1B
LED
1B
LED
Mastarm
LED

C
D
D
C

Steel Rigid/Room

TV-1-T

TV-3-T

TV-2-T

MAT, SV-2-TA

33
Franklin & Tyler

Overall C/D, Concrete Pole Damaged E-pole, Signals Housing
Old, Signal Wires Exposed

Fair- Needs some attention

Traconex 390CJ
EOI NSM-6
n/a
n/a
n/a
n/a
Magnecraft
IDC 200
none
none
none
none
no
no

yes
no
Cal-West
yes

n/a

Side Mount
none
n/a

no

1A

Concrete w/ Luminaire

1B

Concrete

B - Needs Cleaning

C
C
D

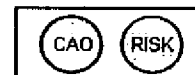
PVC Rigid/Room

TV-3-T

SV-2-TA

TV-3-T

SV-2-TA



34

Franklin & Washington

Overall C; W-Pole Damaged & Leaning; Old Luminaire Poles & Rusting, On Recall

B Obsolete Poles

Traconex 390CJ
 EDI NSM-6
 n/a
 n/a
 n/a
 n/a
 Magnecraft
 IDC/PDC 200
 None - No Loops
 none
 none
 none
 none
 no

yes
 no
 Cal-West
 yes

n/a

Myers
 n/a
 no
 no

Luminaire Arm
 LED
 1A
 LED
 Luminaire Arm
 LED
 Luminaire Arm
 LED

A - Need Cleaning
 A- Need New
 C
 C
 PVC Rigid/Room

MAS; SV-2-TA

TP-2-T

SV-1-T; SP-1

MAS; SV-2-TA; SP-2

35

Franklin & Figueroa

Overall C

Good

Eagle EPAC 300
 EDI NSM-12E
 n/a
 n/a
 n/a
 n/a
 Reno Air
 PDC 555-B6-1/0
 EDI LMD 301
 n/a
 n/a
 none
 n/a
 none

yes
 none
 Cal-West
 yes

n/a

Side Mount To Cab - Tesco
 Standard Non ADA
 no
 Standard LED 1-Out
 n/a

Mastarm
 LED 1-PED Signal Out
 1B
 LED
 Type 21
 LED
 Maslarm
 LED

C
 D
 D
 C
 PVC Rigid/Room

MAS; SV-2-TA; SP-2; Type B PPB

TV-1-T; SP-2

SV-1-T; SP-2

MAS; SV-2-TA; SP-2

36

Foam & Cannery

Overall B Old Cabinet - Obsolete

Obsolete Cabinet

EPAC 300 Eagle #85265
 Traconex 2000-16B #905-726
 n/a
 n/a
 n/a
 n/a
 Traconex
 TSC 200
 EDI LM301 Shelf Mount
 none
 Garrettcom Magnum
 GTT 764 Opticom
 no
 no

yes
 yes
 Cal-West
 yes

n/a

Tascoflex
 ADA Type
 no
 1-Countdown 3-Standard
 no

1B
 CH LED Poty
 1B
 CH LED
 Mastarm
 CH LED
 1B
 CH LED

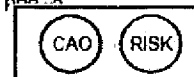
Need
 Need
 Obsolete
 Good
 PVC

TV-1-T; SP-1; Type B PPB

TV-2-T

MAS; SV-1-T; SP-1; Type B PPB

TP-1-T; Type B PPB



37
Foam & Reeside

Overall Fair/Good, New Cabinet / Old Conduit (some)

Fair/Good

Eagle EPAC 300 #85303
Reno A&E MMU-1600 #610700
n/a
EDI P5200 #226846
n/a
n/a
CH Technologies
Reno A&E Ls-200
Reno A&E 1200-55
none
Garretcom Magnum P62-5V
GTT 764 Opticom
no
Tesco

yes
no
Cal-West
no

Locked

Tescoflex
ADA Type
no
Countdown LED
no

1B
CH Poly LED
Mastarm
Econo LED Metal
1B
CH Poly LED
Type 15
None

Good
Fair
Good
Old Steel
Steel &PVC/No room

TV-1-T; SP-2; Type B PPB

MAT; SV-2-TA; SP-2; Type B PPB

TV-1-T; SP-1; Type B PPB

SP-1; Type B PPB

38
Foam & Drake

Overall Good, New Cabinet & Conduits, 1Visor Damaged

Good

Eagle EPAC 300 #83030
Reno A&E MMU-1600
n/a
EDI P5200
n/a
n/a
CH Technologies
Reno A&E LS-200
Reno A&E 1200-55
none
Garretcom Magnum P62-5V
GTT 764 Opticom
n/a
Tesco

yes
yes
Cal-West
no

Locked

Tescoflex
ADA Type
No
Countdown LED
no

Type 15
CH LED Poly
Mastarm
CH LED Poly
1A
CH LED Poly
Type 15
CH Poly

Good
Good
Good
Good
PVC

SV-1-T; SP-2; Type B PPB

MAS; MAS; SV-2-TA; SP-2; Type B PPB

TV-1-T; SP-1; Type B PPB; Tv-2-T; SP-1; Type B PPB x2

SV-1-T; SP-2; Type B PPB

39
Foam & Hoffman

Overall Good; Some PED HEA Paint Peeling, Handhole cover Missing/Sheet Pole Damage

Good

Eagle EPAC 300 #86148
Reno A&E MMU-1600
n/a
EDI P5200
n/a
n/a
CH Technologies
Reno A&E LS-200
Reno A&E 1200-55
none
Garretcom Magnum P62-5V
GTT 764 Opticom
none
Tesco

yes
no
Cal-West
no

Locked

Tescoflex
ADA Type
no
Countdown LED
no

1B
CH LED Poly
Mastarm
CH/Econo LED Poly/Metal
1B
CH LED
1B
CH LED

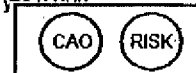
Fair
Needs
No
Good
PVC/Room

TV-1-T; SP-1; Type B PPB

MAT; SV-2-TA; SP-1; Type B PPB

TV-2-T; SP-2; Type B PPB

TV-1-T; SP-1; Type B PPB



40
Foam & Prescott

Overall Good

Good

Eagle EPAC 300 #88416
Reno A&E MMU-1600 #610702
n/a
EDI P5200
n/a
n/a
CH Technologies
Reno A&E LS-200
Reno A&E 1200-55
no
Garrettcom Magnum P62-5V
GTT 764 Opticom
no
Tesco

yes
no
Cal-West
no

Locked

1-Standard 3-ADA Type

Countdown LED
no

1A
CH LED Poly
1A
CH LED Poly
Mastarm
Econo LED Metal
1B
CH LED Poly

Fair
Fair
Good
Good
PVC/Room

Tv-1-T; SP-1; Type B PPB

TV-2-T; SP-1; Type B PPB

MAT; SV-2-TA; Sp-1; Type B PPB

TV-1-T; SP-2; Type B PPB x2

41
Foam & Irving

Overall Good/Fair, PED Signal Paint Peeling

Good

Eagle EPAC 300 #85120
Reno AA&E MMU-1600
n/a
EDI P5200
n/a
n/a
CH & Reno A&E
Reno A&E LS-200
Reno A&E 1200-55
none
Garrettcom Magnum P62-5V
GTT 764 Opticom
no
Tesco

yes
no
Cal-West
no

Locked

Tescoflex
ADA Type
no
Standard LED
no

1B
CH LED Poly
Mastarm
CH LED
1B
CH LED
1B
CH LED

Fair
Fair
Good
Good
PVC/Little room

TV-1-T; SP-2

MAT; SV-2-TA; SP-2; Type B PPB x2

TV-2-T; SP-1; Type B PPB

TV-1-T; SP-2; Type B PPB

42
Foam & David

Overall Good/Fair, PED Signal Paint Peeling

Good

Eagle EPAC 300 #85120
EDI NSM-12 #228364
n/a
n/a
n/a
n/a
ACT Electronics 91ACN
EDI 510
EDI LM301 Shelf Mount
none
Garrettcom P62-5V
GTT 764 Opticom
no
none

yes
yes
Cal-West
yes

n/a

Myers
ADA Type
no
Countdown LED
no

Type 15
CH LED Poly
1B
CH LED Poly
1A
CH LED Poly
1A
CH LED Poly

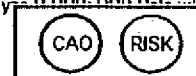
Need
Fair
Good
Good
PVC Rigid/ Room

SV-1-T; SP-1; Type B PPB

TV-2-T

TV-3-T; SP-1; Type B PPB

TV-1-T; Sp-1; Type B PPB; PVC Rigid/ Room; Type B PPB



43

Hawthorne & David

Overall C, Plant Peeling On Metal, Blackplates

Fair

Eagle EPAC 300 #89903
 Reno A&E MMU-1600
 n/a
 Eagle CP5102
 n/a
 n/a
 Magnecraft
 Reno A&E LS-200 & PDC 200
 Reno A&E 1200-55
 none
 Garrettcom Magnum P62-5V
 none
 no
 no

yes
 no
 Cal-West
 yes

n/a

Tesco Side Mount
 5-ADA Type 3-Standard
 no
 5-Countdown 3-Standard
 no

1B
 CH LED Poly
 Type 15
 CH LED
 Mastarm
 CH LED
 1A
 CH LED

Needs
 Fair
 Good
 Old/Rusted
 Steel Rigid/No room

TV-1-T; SP-1; Type B PPV

SV-2-T; SP-2; Type B PPB x2

Sv-1-T; Sp-1; Type B PPB x2

TV-2-T; Sp-2; Type B PPB x2

44

Lighthouse & David

Overall C/D, Couple Visors Damaged, LT-Red Arrow Partial Out

Good

Siemens M50 #135194
 EDI NSM-12E #5003749
 n/a
 n/a
 n/a
 n/a
 3-55FTR 91ACN 1-Magnecraft
 EDI 510
 EDI LM301
 none
 Garrettcom Magnum P62-5V
 GTT 764 Opticom
 n/a
 none

yes
 yes
 Cal-West
 yes

n/a

Myers
 ADA Type
 no
 Countdown LED
 no

Mastarm & 1A
 CH LED
 Mastarm & 1A
 CH LED
 Mastarm & 1A
 CH LED
 Mastarm
 CH LED

C
 D
 D
 D
 PVC/Room
 MAS; MAS; SV-1-T; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB
 MAS; MAS; SV-1-T; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB

MAS; MAS; SV-1-T; SP-1; TV-1-T; SP-1; Type B PPB

MAS; MAS; SV-2-TA; SP-2; Type B PPB x2

45

Lighthouse & Irving

Overall Good/Fair

Good

Eagle EPAC 300 #102650
 EDI NSM-12
 n/a
 n/a
 n/a
 n/a
 Magnecraft
 PDC/IDC 200
 IDC 910A
 none
 Garrettcom Magnum P62-5V
 GTT 764 Opticom
 n/a
 none

yes
 no
 Cal-West
 yes

n/a

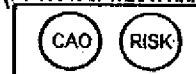
? No Pedestal
 ADA Type
 no
 1-Countdown 7-Standard LED

Mastarm & 1A
 CH LED
 2-1A
 CH LED
 Mastarm & 1A
 CH LED
 2-1A
 CH LED

Need
 Fair
 Good
 Good
 PVC/Room
 MAS; SV-1-T; SP-1; Type B PPB; TV-1-T; SP-1; PPB Pole w/ Type B
 TV-1-T; Sp-1; Type B PPB; TV-1-T; SP-1; Type B PPB

MAS; SV-1-T; SP-1; Type B PPB; TV-1-T; SP-1

TV-1-T; SP-1; TV-1-T; SP-1; Type B PPB



46
Lighthouse & Prescott

47
Lighthouse & Hoffman

48
Lighthouse & Drake

Overall Fair/Good

Overall C/D, No Timing Sheet

Overall Good, Metal Signals Paint Peeling

Fair/Good

Fair

Good

Eagle EPAC 300 #109367
Reno A&E MMU-1600
n/a
EDI P5200
n/a
n/a
CH Technologies
Reno A&E LS-200
Reno A&E 1200-55
none
Garretcom Magnum P62-5V
GTT 764 Opticom
n/a
Tesco

Eagle EPAC 300
Reno A&E MMU 1600
n/a
n/a P5200/Nema
n/a
n/a
CH Technologies
Reno A&E LS-200
Reno A&E 1200-55
none
Garretcom P62-5V
GTT 764 Opticom
n/a
Tesco Mounted To Pedestal

Eagle EPAC 300 #103488
Reno A&E MMU-1600
n/a
EDI P5200
n/a
n/a
CH Technologies
Reno A&E LS-200
Reno A&E 1200-55
Gridsmart
Garretcom Magnum P62-5V
GTT 764 Opticom Nc Detectors
no
Tesco

yes
no
Cal-West
no

yes
no
Cal-West
no

yes
no
Cal

Locked

Locked

Locked

Tescoflex
ADA-3 Standard-1
no
Standard LED-7 Obsolete-1
no

Tesco w/ BBU
3-ADA 1-Standard
no
LED Type N/CD
no

Tescoflex
1-Standard 3-ADA Type
no
Countdown LED
no

Mastarm
CH LED
1A
CH LED
Mastarm
CH LED
1B
CH LED

Mastarm
LED
1B
LED
Mastarm
LED
1B
LED

Mastarm
CH/Poly Led
1B
CH/Poly Led
Mastarm
Econo/MET LED
1B
CH/Poly Led

Good
Good
Good
Good
PVC

D
D
D
C
Rigging Steel/Room

Fair
Fair
Good
Good
PVC/Room

MAT; SV-2-T; SP-2; Type B PPB

MAT; SV-2-T; SP-1; Std PPB

MAS; SV-2-TA; SP-2; Type B PPB

TV-2-T; SP-2; Type B PPB

TV-2-T; SP-2; Type B PPB

TV-2-T; SP-2; Type B PPB

MAT; SV-2-T; SP-2; PPB Std

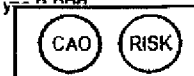
MAT; TV-2-T; SP-1; Type B PPB

MAT; SV-2-TA; SP-2; Type B PPB x2

TV-2-T; SP-2; Type B PPB

TV-2-T; SP-2; Type B PPB

TV-2-T; SP-2; Type B PPB



49
Lighthouse & Dickman

50
Lighthouse & Reaside

51
Lighthouse & McClellan

Overall Good, Dead Ants all Over the Cabinet

Overall Good/Fair

Overall Good

Good

Good Fair

Good

Eagle EPAC 300 #109079
Reno A&E MMU-1600
n/a
EDI P5200
n/a
n/a
CH Technologies
Reno A&E LS200
none
Iteris Vantage Next
Garretcom Magnum P62-5V
GTT 764 Opticom
no
Tesco

Eagle EPAC 300 #115579
Reno A&E MMU-1600 #610706
n/a
EDI P5200 #226846
n/a
n/a
CH Technologies
Reno A&E LS-200
Reno A&E 1200-55
none
Garretcom Magnum P62-5V
GTT 764 Opticom
no
Tesco

Eagle EPAC 300 #115580
Reno A&E MMU-1600
n/a
EDI P5200 #226846
n/a
n/a
CH Technologies
Reno A&E LS-200
Reno A&E 1200-55
none
Garretcom Magnum P62-5V
GTT 764 Opticom
no
Tesco

yes
no
Cal-West
no

yes
no
Cal-West
no

yes
no
Cal-West
yes

Locked

Locked

Locked

Tescoflex
ADA Type
no
Countdown LED
no

Tescoflex
ADA Type

no

Tescoflex
ADA Typr
No
Countdoen
no

Mastarm & 1A
CH/Poly LED
1A & 1A
CH/Poly LED
Mastarm & 1A
CH/Poly LED
1A & 1A
CH/Poly LED

Mastarm
CH Poly LED
1B
CH Poly LED
Mastarm
Econo/Metal CH/Poly
1B
CH Poly LED

Mastarm & 1A
CH/Poly LED
Type 21
CH/Poly LED
Mastarm & 1A
CH/Poly LED
Type 21
CH/Poly LED

Very Bad "Ants"
Need
Good
Good
PVC Steel/Room

Fair
Good
Good
Good
PVC/Room

Good
Good
Good
Good
PVC Rigid/ Room
MAS; MAS; SV-1-T; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB

MAS; MAS; SV-1-T; SP-1; TV-1-T

MAS; MAS; SV-2-TA; SP-1

TV-1-T; SP-1; TV-1-T; SP-1; Type B PPB

TV-1-T; SP-2; Type B PPB

MAS; SV-1-T; SP-1; Type B PPB

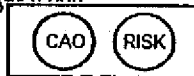
MAS; SV-1-T; SP-1; Type B PPB

TV-1-T; TV-1-T; SP-1

TV-2-T; SP-1

SV-2-T; SP-2; Type B PPB x2
MAS; MAS; SV-1-T; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB

SV-1-T; SP-1; Type B PPB



52

Aguajito & Glennwood

Overall Fair, Conduits Old & Fair, Signals Paint Peeling & Corrosion, Good Cabinet

Cabinet Good/ Conduit Bad

Traconex 390CJ
EDI NAM-12

n/a
n/a
n/a
n/a

Aemco
IDC 200
IDC 910A

no
no
no
no
no

yes
no
no
yes

n/a

none
2-Standard 3-ADA Type
no
Standard LED
no

Mastarm
CH-Poly Econo-Metal LED
1A
CH-Poly
Mastarm
CH-Metal
1A
CH-Poly

Fair
Fair
Good
Rusted/Old
Steel

MAT; SV-1-T; SP-1; Type B PPB x2

TV-1-T; SP-1; Type B PPB; TV-1-T

MAT; SV-2-TA

TV-2-T; SP-1; Type B PPB; TV-1-T

53

Mark Thomas & Sloat

Overall Fair

Fair

Traconex 390CJ
EDI NSM-12

n/a
n/a
n/a
n/a

SSFTR 91ACN
PDC/IDC 200
EDI LM301

no
no
none
no
no

yes
no
Cal-West
yes

n/a

Square D - Obsolete
ADA Type 1- Plate Missing
no
Standard LED

Mastarm
CH/Poly
Mastarm
Mastarm
CH/Poly
1A
CH/Poly

Fair
Need
Good
Fair
Steel/No room

MAS-5A; SV-2-TA; SP-1; Type B PPB

MAS; SV-2-TA

MAT; SV-1-T; SP-1

TV-2-T; SP-2; Type B PPB; SV-1-T; Type B PPB

54

Fairgrounds & Glen

Overall Fair/Obsolete

Conduit Old & Full Cabinet Fair

Traconex 390CJ
EDI NSM-12

n/a
n/a
n/a
n/a

Midtex
IDC 200
IDC 910A

no
no
no
no

Tchpower Developments - Turned off

yes
no
Cal-West
yes

none 2-Batteries

Tesco Side Mount
ADA Type
no
Countdown LED
no

Mastarm
CH-Poly LED
1A
CH-Poly LED
1B
CH-Poly
Mastarm & 1A
CH-Poly & Metal

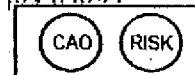
Need
Fair
Good
Old
Steel

MAS; SV-1-T; SP-1; Type B PPB; SV-2-TA

TV-2-T

TV-1-T

MAS; SV-2-TA; TV-1-T; TV-2-T



55
Franklin & Monroe

56
Prescott & Taylor

Overall C/D, Paint Peeling on PED signals, PED signal Out

Overall Fair, Poles old

Good

Fair - Cabinet Needs Attention

Eagle EPAC 300 #49527
EDI NSM-12 #202971

Eagle Epac 300 #78046
Gvardiah NM12

n/a
n/a
n/a
n/a

n/a
n/a
n/a
n/a

Magnetech
EDI LM301

Magnecraft
EDI 510

None
no - Fiber Cable in Cab

Detector system 910

no
no
no
no

no
Milan Mil-55015C-15
no
no
no

yes
yes
Cal-West
yes

yes
no
Cal-West
no

n/a

Batteries 2 ea - No system Though

Tesco Side Mount
ADA Type
no
Standard LED
no

Tesco
ADA Type-6 Standard-2
No

Mastarm & 1A ?
CH LED
1A & Type 15
CH LED
Mastarm & Type 15
CH LED
1A (2)
CH LED

1B
CH/Poly LED
1B
CH/Poly LED
1B
CH/Poly LED
Type 15
CH/Poly LED

Good
Good
yes
yes
Steel/Room

Need
Good
Good
Good
PVC/Room

MAS; SV-1-T; SP-1; Type B PPB

TV-2-T; SP-2; Type B PPB

TV-1-T; SP-1; Type B PPB; SV-1-T; Type B PPB

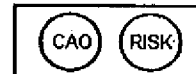
TV-2-T; SP-2; Type B PPB & 1-Std

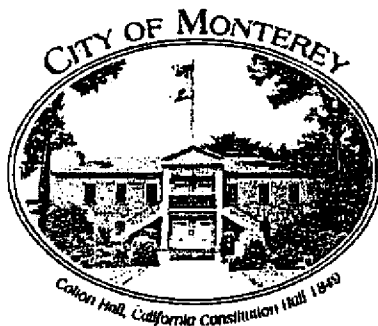
MAS; SV-1-T; SP-1; Type B PPB; SV-1-T; SP-1; Type B PPB

TV-2-T; SP-2; Type B & Std PPB

TV-1-T; SP-1; Type B PPB; TV-1-T; SP-1; Type B PPB

SV-2-T; SP-2; Type B PPB & Std PPB





**DEPARTMENT OF PLANS AND PUBLIC WORKS
ENGINEERING DIVISION**

DATE: December 5, 2016
TO: All Bidders
SUBJECT: On-Call Signal and Traffic Equipment Maintenance Contractor 2017
 Bid proposals due on December 13, 2016
Sent Via: EbidBoard

Acknowledge this addendum and all others in your bid. Failure to acknowledge addenda will result in a non-responsive bid.

The following questions have been received by proposers. See City's response below:

Question: I would like to request the current contractors maintenance cost proposal for Monterey's On-Call TS Services.

Answer: Please see the attached cost proposal from Cal-West Lighting & Signal Maintenance, Inc.

Questions: Is tunnel lighting included in the maintenance contract?

Answer: Tunnel lighting and any other electrical work not specifically listed in the technical specifications and bid schedule, is addressed under the Ad-Hoc Electrical Work in Part IV, page 36 of the Specifications.

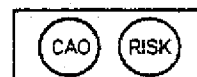
Questions: Can cabinet replacements be done during the day and does the contractor incur costs for having the police department assist with intersection shut down?

Answer: Cabinet replacements and any work that requires intersection shut down will generally be performed at night, but this will be addressed on a project specific basis. The contractor will incur no costs associated with police assistance during intersection shut down.

For your reference, please see attached Pre-Bid Meeting Sign-In Sheet.

All other conditions of the Specifications remain the same. Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm, Tuesday, December 13, 2016.



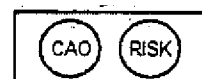
If you have additional questions, please contact Andera Renny by email at engineering-admin@monterey.org.

Sincerely,



Andrea Renny

c: City Engineer
Finance





November 21, 2013

DEPARTMENT OF PLANS & PUBLIC WORKS

Phone: (831) 646-3860
FAX: (831) 646-3946

City of Monterey Streets Division
27 Ryan Ranch Road
Monterey, CA 93940

SUBJECT: Request for Quote—On-Call Signal and Street Light Repair Service

Please provide a quote for traffic signal and street light maintenance on an on-call basis to include hourly labor rates, equipment rates, and materials cost. Two hour response time is required.

	Straight Time Hourly rate	Over Time Hourly rate
Labor		
➤ Traffic Signal Technician	\$85.00	\$145.00
➤ Electrician	\$85.00	\$145.00
➤ General Laborer	\$65.00	\$95.00
Equipment		
➤ Bucket truck	\$30.00	\$30.00
➤ Boom Truck	\$35.00	\$35.00
➤ Dump Truck	\$25.00	\$25.00
➤ Air Compressor	No Charge	No Charge

All material rates shall be set at Invoice cost plus and overhead mark-up of 10 %

A 1-year contract shall be written for these services, with two 1-year renewals upon written extension at the City's discretion.

Questions regarding the RFQs may be directed to Fleet & Streets Operations Manager Bret Johnson at 831 646-3927. Proposals must be received no later than Tuesday, December 10, 2013 to the Streets Division office at 27 Ryan Ranch Road, Monterey 93940, fax your response to (831) 646-3946, or email to sterns@monterey.org.

Company Name Cal-West Lighting & Signal Maintenance, Inc.

Contact Person Craig H. Geis Jr. - President

Phone no. 408-923-1313

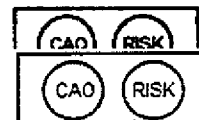
Email: cgeis@calwestlighting.com

Encl.: Sample Contract with City Insurance Requirements

CITY HALL • MONTEREY • CALIFORNIA • 93940 • TEL 831.646.3821 • FAX 831.646.3947
Website: www.monterey.org

Agreement #: Ag-2489 - Page 12 of 12

Agreement #: Ag-6076 - Page 124 of 154



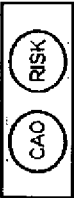


Pre-Bid Meeting Sign-In Sheet

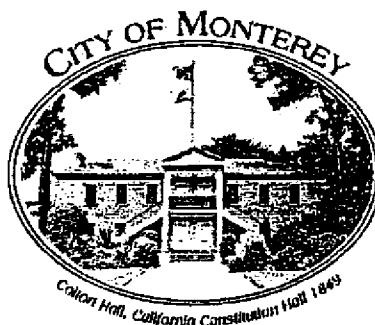
Project Name: On-call Signal and Traffic Equipment Maintenance Contractor 2017

Location: 353 Camino El Estero, Monterey, CA 93940

Time & Date: 9:00 AM, December 1, 2016



Name	Organization	Phone	Email
Bret Johnson	C.O.M.	646-3927	bjohnson@monterey.org
Elmigo Goncalves	City of Monterey	646-3927	Goncalve@Monterey.org
RICH DEAL	CITY OF MONTEREY	646-3470	deal@monterey.org
JAMES KING	BEAR ELECTRICAL	(408) 712-3259	JAMES@BEAR-ELECTRICAL.COM
WILL SPENCER	ST. FRANCIS	510 750 8274	wspencer@sfe-inc.com
Andrea Renny	COM	646-3705	Renny@monterey.org



DEPARTMENT OF PLANS AND PUBLIC WORKS
ENGINEERING DIVISION

DATE: December 9, 2016
TO: All Bidders
SUBJECT: On-Call Signal and Traffic Equipment Maintenance Contractor 2017
Bid proposals due on December 13, 2016
Sent Via: EbidBoard

Acknowledge this addendum and all others in your bid. Failure to acknowledge addenda will result in a non-responsive bid.

The following question has been received by proposers. See City's response below:

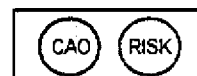
Question: In the bid schedule "A" there are line items #8-thru-#10 for the technician and labor costs but there is not a line item for the overtime costs for after hours emergency response.

I am understanding that the emergency overtime rate is covered in the bid schedule "B" on line item #23 under premium labor costs as a percentage mark-up.

Answer: Emergency response or work performed outside approved weekday construction hours are covered under bid item #23 "Premium Labor" and it is described as: "Premium labor for City projects is defined as labor required by the City to be performed outside approved weekday (M-F) construction hours. Approved construction hours are limited to 7:00 am to 7:00 pm Monday through Friday, 8:00 am to 6:00 pm Saturday and 10:00 am to 5:00 pm Sunday (Ordinance 3374, September 2006)." Please refer to Part II, Page 2, "Bid Schedule B" for additional clarification.

All other conditions of the Specifications remain the same. Acknowledge this addendum and all others in your bid in Appendix A of the Specifications. Failure to acknowledge addenda will result in a non-responsive bid.

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 pm, Tuesday, December 13, 2016.



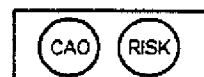
If you have additional questions, please contact Andera Renny by email at engineering-admin@monterey.org.

Sincerely,



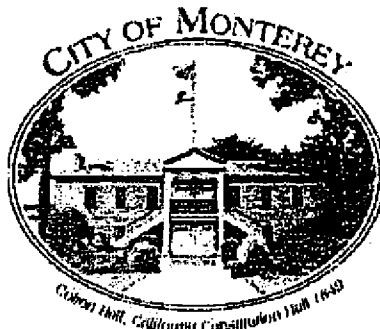
Andrea Renny

c: City Engineer
Finance



APPENDIX A

BID PROPOSAL FORMS



CITY OF MONTEREY
DEPARTMENT OF PLANS AND PUBLIC WORKS

BID PROPOSAL COVER SHEET

FOR

ON-CALL ELECTRICAL CONTRACTOR 2017

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	✓
2. Proposal and Bid Schedule	✓
3. Declaration of Bidder	✓
4. Acknowledgement of Addenda (if applicable)	✓
5. Bidder's Statement of Qualifications	✓
6. Subcontractor's List	✓
7. Noncollusion Declaration	✓
8. Debarment and Suspension Certification	✓
9. Bid Bond	✓
10. Certification of Workers' Compensation Insurance	✓

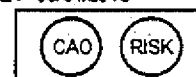
Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: Bear Electrical Solutions, Inc.
Company Name

[Signature]
Signature

12/12/16
Date



ON-CALL ELECTRICAL CONTRACTOR 2017

CITY OF MONTEREY

PART II: PROPOSAL

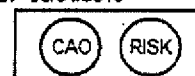
To the Honorable City Council
 City of Monterey
 City Hall
 Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BID SCHEDULE A

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Equipment inventory	1	LS	0.01	0.01
2	Traffic Signal Annual Inspection	56	EA	50-	2,800-
3	Traffic Signal Quarterly Inspection	56	EA	50-	2,800-
4	Speed Radar Sign Inspection	15	EA	50-	750-
5	Lighted Crosswalk Inspection	1	EA	50-	50-
6	Rectangular Rapid Flashing Beacon Inspection	2	EA	50-	100-
7	Flashing Beacon Inspection	5	EA	50-	250-
8	Signal Technician	1	HR	85-	85-
9	Lead Signal Technician	1	HR	85-	85-
10	Laborer	1	HR	65-	65-
11	Cost Estimator	120	HR	0.01-	1.20-
12	Service Truck (Bucket)	1100	HR	22.50	24,750-
13	Crane Truck	1	HR	30-	30-
14	Superintendent's Truck	1	HR	10-	10-
15	Laborer's Truck			25-	25-
16	Inductive Loop Detector Installation	1	EA	700-	700-
17	Underground Service Alert	1	EA	40-	40-

\$0.01
 \$22.50



TOTAL BID SCHEDULE A (ITEMS 1 THROUGH 17) (In Words) <u>THIRTY TWO THOUSAND AND FIVE HUNDRED</u> <u>FORTY ONE AND 21/100</u>	(In Figures) \$ 32,541.21 \$7,812.52
--	---

BID SCHEDULE B

In order to determine a low bidder for this construction contract, the contractor's markup percentage costs for items in Bid Schedule B shall be multiplied by the sample Total Cost shown below. Contractor is to insert the standard markup for the items listed as a percentage and extend the dollar amount in the bid schedule.

Item No.	Description	Total Cost (Comparison Basis Only)	Percentage of Cost	Amount
18	Materials Markup	\$10,000	10%	1,000-
19	Equipment Markup	\$10,000	5%	500-
20	Contractor's Fee Markup	\$10,000	10%	1,000-
21	Performance and Payment Bond Cost	\$10,000	2.5%	250-
22	General Conditions	\$10,000	5%	500-
23	Premium Labor	\$10,000	40%	4,000-
TOTAL BID SCHEDULE B (ITEMS 18 THROUGH 23) (In Words) <u>SEVEN THOUSAND TWO HUNDRED FIFTY AND</u> <u>NO / 100</u>				(In Figures) \$ 7,250-

GRAND TOTAL BID

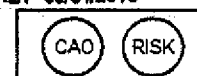
GRAND TOTAL BID (ITEMS 1 THROUGH 23) (In Words) <u>THIRTY NINE THOUSAND SEVEN HUNDRED</u> <u>NINETY ONE AND 21/100</u>	(In Figures) \$ 39,791.21 \$15,062.52
--	--

Any equipment not listed will be charged per current Caltrans equipment rates. The City will pay a maximum travel time of one hour in each direction for unscheduled and emergency work.

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total Bid (Items 1 through 23).

The quantities shown in the contract bid form for this project are for the purposes of determining the lowest responsible bidder and establishing a budget. The quantities in no way represent the actual amount of work that will be available or will become available. Adjustments in unit prices must not be allowed on any bid item regardless of the quantity of work available from or authorized by the City.



DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. 982079 Class: A, C-10, C-31 Expiration date: 03/31/17

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: 1000002158


ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OF PERJURY IN

Santa Clara COUNTY, CALIFORNIA, ON December 12, 20116.

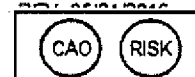
Name of Firm: Bear Electrical Solutions, Inc.
Address: PO Box 924, Alviso, CA 95002-0924
Telephone: (408) 449-5178
Email: info@bear-electrical.com

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE


Signature

Robert Asuncion, Vice President
Printed Name and Title



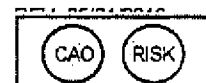
ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

ADDENDA (Please acknowledge with initials)

DATE RECEIVED

1. Addenda No. 1 Acknowledged	RA	12/5/16
2. Addenda No. 2 Acknowledged	RA	12/9/16
3. _____		_____
4. _____		_____
5. _____		_____
6. _____		_____



BIDDER'S STATEMENT OF QUALIFICATIONS

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

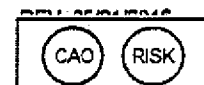
Project Name	Owner Name	Address	Telephone Number/Email	Contact Name
City of Fremont- Traffic Signal Maintenance	City of Fremont	39550 Liberty St Fremont, CA 94538	(510) 494-4757 damiri@fremont. gov	Donya Amiri, PE,TE
City of Capitola- Traffic Signal Maintenance	City of Capitola	420 Capitola Ave Capitola, CA 95010	(831) 475-7300 sjesberg@ci. capitola.ca.us	Steve Jesberg, PE
City of Elk Grove Traffic Signal & Streetlight Maintenance	City of Elk Grove	10250 Iron Rock Way Elk Grove, CA 95624	(916) 687-3064 jpumphrey@ elkgrovecity.org	John Pumphrey, CPESC, QSD/P



SUB-CONTRACTOR'S LIST

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work
none	n/a	n/a	n/a	n/a



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of Seear Electrical Solutions, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 12 day of December, 2016 in Alviso [city], Santa Clara County, California.



Signature

Robert Asuncion, Vice President

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

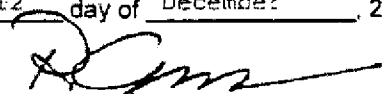
If there are any exceptions to this certification, insert the exceptions in the following space.

no exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 12 day of December, 2016 in Alviso [city], Santa Clara County, California.



Signature

Robert Asuncion, Vice President

Printed Name and Title



BID BOND
(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, International Fidelity Insurance Company as Surety and Bear Electrical Solutions, Inc., as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto the City of Monterey ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **ON-CALL SIGNAL AND TRAFFIC EQUIPMENT MAINTENANCE CONTRACTOR 2017.**

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]



IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 29th day of November, 2016 by their duly authorized agents or representatives.

Bear Electrical Solutions, Inc.

 (Bidder/Principal Name)

By: [Signature]

 (Signature)

ROBERT ASUNCION

 (Typed or Printed Name)

Title: VKE PRESIDENT

(Attach Notary Public Acknowledgement of Principal's Signature)

International Fidelity Insurance Company

 (Surety Name)

By: [Signature]

 (Signature of Attorney-In-Fact for Surety)

Vincent M. Scolari, Attorney-In-Fact

 (Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

Samantha Mascarenhas

 (Contact Name)

2999 Oak Road, Suite 820

 (Street Address)

Walnut Creek, CA 94597

 (City, State & Zip Code)

(925) 658-9263 (925) 256-1080
 Telephone Fax

smascarenhas@ifc.com

 (Email address)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Santa Clara }

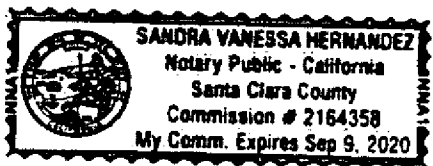
On December 12, 2016 before me, Sandra Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Asuncion
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal
Signature Sandra Hernandez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

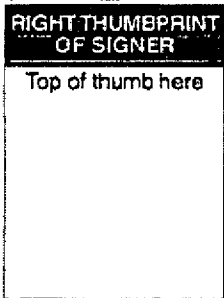
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

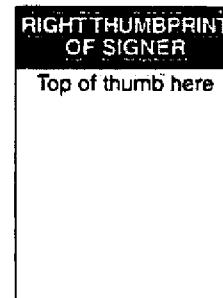
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



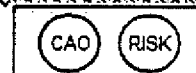
Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

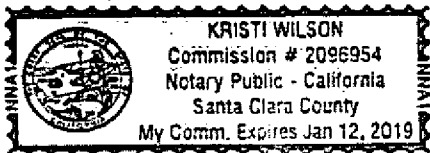
On November 29, 2016 before me, Kristi Wilson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Vincent M. Scolari
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kristi Wilson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

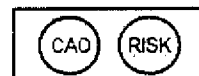
Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

VINCENT M. SCOLARI, F. R. HUDSON, III, DAVID J. BACHAN, CHARLES M. GRISWOLD,
DEBORAH L. TABLAK, WENDY R. PASTORA, PATRICIA K. SIMICICH, YESENIA RIVERA

Watsonville, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

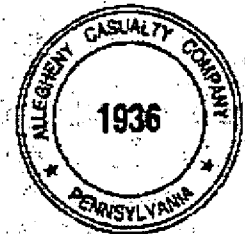
"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



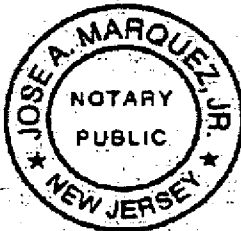
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



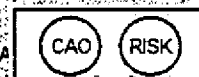
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2015

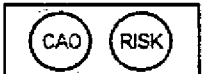
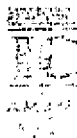
CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 29th day of November, 2016

MARIA BRANCO, A





No. 6269

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 9th day of February, 1996, I
have hereunto set my hand and caused my official seal to be affixed
this 9th day of February, 1996.

Fee \$2833.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 8/15/95

By

Victoria S. Stabury
Deputy

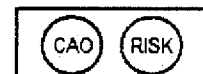
Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my
official seal to be affixed this 7th day of January, 2009.

Steve Poitner
Insurance Commissioner

By
Pauline D'Andrea
Pauline D'Andrea



CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, Robert Asuncion the Vice President of
(Name) (Title)

Bear Electrical Solutions, Inc, declare, state and certify that:
(Contractor Name)


1. I am aware that California Labor Code § 3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

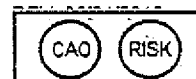
- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

3. I am aware that the provisions of California Labor Code §3700 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 this Contract.

Bear Electrical Solutions, Inc.
(Contractor Name)

By: 
(Signature)

Robert Asuncion, Vice President



PERFORMANCE BOND

BOND NO. 0605260

PREMIUM: \$2,375.00

WHEREAS, The City of Monterey, (hereinafter designated as "Obligee") and Bear Electrical Solutions, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project On-Call Signal and Traffic Equipment Maintenance Contractor 2017 is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and International Fidelity Insurance Company as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of one hundred thousand & no/100 dollars (\$ \$100,000.00) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

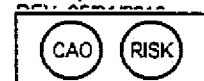
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on February 3, 2017

By Bear Electrical Solutions, Inc.
PRINCIPAL

By: [Signature]
PRINCIPAL

International Fidelity Insurance Company
By: [Signature]
ATTORNEY-IN-FACT
Patricia K. Simicich



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Santa Clara }

On February 06, 2017 before me, Sandra Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Asuncion
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hier/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Sandra Hernandez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

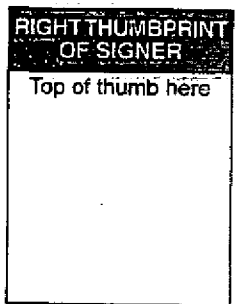
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

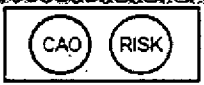


Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On February 3, 2017 before me, Kristi Wilson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Patricia K. Simicich
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kristi Wilson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



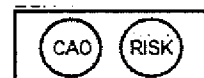
PAYMENT (LABOR AND MATERIALS) BONDBOND NO.: Bond No. 0605260

Bear
 KNOW ALL MEN/WOMEN BY THESE PRESENT that we, Electrical Solutions, Inc. as Principal (also referred to herein as "CONTRACTOR"), and _____ as Surety, are held and firmly bound unto City of Monterey, hereinafter called "OWNER," in the sum of one hundred thousand & no/100 Dollars (\$100,000.00), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Monterey for the **ON-CALL SIGNAL AND TRAFFIC EQUIPMENT MAINTENANCE CONTRACTOR 2017**, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated 12.13.2016, and to which reference is hereby made for all particulars, and is required by said City of Monterey to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.



IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

3rd day of February, 2017.

International Fidelity Insurance Company
Surety

By: [Signature]

Patricia K. Simicich
Print Name

2999 Oak Road, Suite 820
Address

Walnut Creek CA 94597

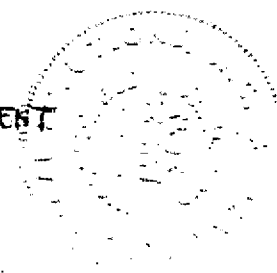
(925) 658-9263
Telephone Number

(925) 323-2857
FAX Telephone Number

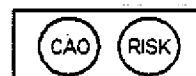
Bear Electrical Solutions, Inc.

Principal
By: [Signature]

ROBERT ASUNCION - VICE PRESIDENT
Print Name/Title



NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Santa Clara }

On February 06, 2017 before me, Sandra Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

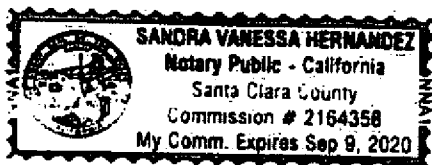
personally appeared Robert Asuncion
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

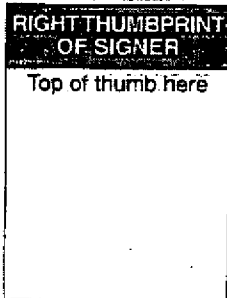
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



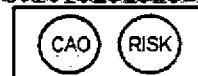
Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

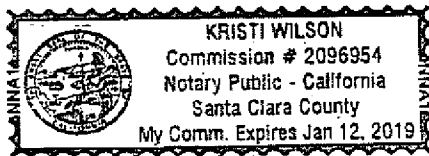
On February 3, 2017 before me, Kristi Wilson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patricia K. Simicich
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kristi Wilson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

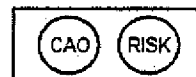
Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

VINCENT M. SCOLARI, F. R. HUDSON, III, DAVID J. BACHAN, CHARLES M. GRISWOLD,
DEBORAH L. TABLAK, WENDY R. PASTORA, PATRICIA K. SIMICICH, YESENIA RIVERA

Watsonville, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

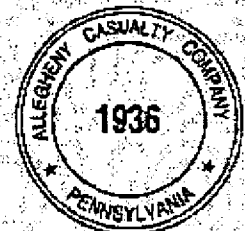
"RESOLVED; that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



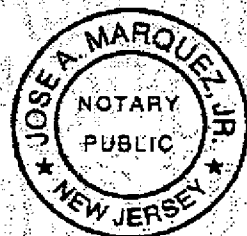
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.



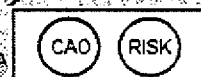
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2015

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of February, 2017.

MARIA BRANCO, A



NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID


The undersigned declares:

I am the Vice President of Bear Electrical Solutions, Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 12 day of December, 2016 in Alviso [city], Santa Clara County, California.



Signature

Robert Asuncion, Vice President

Printed Name and Title



DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, disqualification, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded, disqualified or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment or disqualification pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

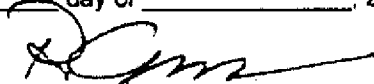
If there are any exceptions to this certification, insert the exceptions in the following space.

no exceptions

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 12 day of December, 2015 in Alviso [city], Santa Clara County, California.



Signature

Robert Asuncion, Vice President

Printed Name and Title

