

Agenda Item



AGENDA STAFF REPORT

ASR Control 22-000494

MEETING DATE: 08/23/22
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: OC Public Works (Pending)
DEPARTMENT CONTACT PERSON(S): Nardy Khan (714) 647-3906
 Rick Diaz (714) 245-4581

SUBJECT: Approve Amendment No. 2 to Contract for Traffic Signal Maintenance Services

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Approved Agreement to Form

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$243,082

Annual Cost: FY 2023-24
\$81,918

Staffing Impact: No

of Positions:

Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: Fund 115: 90%, Fund 280: 10%

County Audit in last 3 years: No

Prior Board Action: 9/24/2019 #28

RECOMMENDED ACTION(S):

Authorize the County Procurement Officer or Deputized designee to execute Amendment No. 2 to renew the contract with Bear Electrical Solutions, Inc. for Traffic Signal Maintenance Services, effective October 1, 2022, through September 30, 2023, in an amount not to exceed \$325,000, for a revised cumulative total amount not to exceed \$1,300,000, with the option to renew for one additional one-year term.

SUMMARY:

Approval of Amendment No. 2 to renew the contract for Traffic Signal Maintenance Services will allow OC Public Works to support essential traffic signal maintenance services and enhance public safety for intersections in the unincorporated areas of Orange County and John Wayne Airport.

BACKGROUND INFORMATION:

OC Public Works requires the use of contract services to provide required preventive and extraordinary maintenance to its traffic signal systems within the unincorporated areas of Orange County and John

Wayne Airport (JWA). These services are essential to support the proper and efficient operation of the County of Orange's (County) traffic signal systems. JWA will reimburse OC Public Works for expenditures related to work performed at JWA.

On August 7, 2019, OC Public Works issued an Invitation for Bids for Traffic Signal Maintenance Services (Services). Prior Board of Supervisors (Board) and County Procurement Officer and Deputy Purchasing Agent (DPA) actions are summarized in the table below.

| Date | Action | Contractor | Amount | Effective Date | End Date |
|-------------|--|--|---------------|-----------------------|-----------------|
| 9/24/2019 | Approve Contract MA-080-20010291 (Contract) | Bear Electrical Solutions, Inc. (Contractor) | \$975,000 | 10/1/2019 | 9/30/2022 |
| 4/13/2021 | Amendment No. 1 to the Contract administratively approved by DPA to update locations of work | Contractor | N/A | 4/13/2021 | 9/30/2022 |

OC Public Works is proposing to continue procurement of these Services in accordance with the 2021 Contract Policy Manual, Section 3.3-102.

The Orange County Preference Policy was not applicable when Services were solicited in August 2019.

| Previous Request 10/1/2019 – 9/30/2022 | | | Current Request 10/1/2022 – 9/30/2023 | | |
|--|---------------------------|---------------------|---|-----------------------------|-------------------|
| Contractor | Requested Contract Amount | Usage as of 5/18/22 | Contractor | Requested Contract Increase | Anticipated Usage |
| 1 | \$975,000 | \$789,178 | 1 | \$325,000 | \$325,000 |

OC Public Works is recommending Board approval of Amendment No. 2 to renew the Contract with the Contractor for Services, effective October 1, 2022, through September 30, 2023, in an amount not to exceed \$325,000, for a revised cumulative total amount not to exceed \$1.3 million.

The Contractor's performance has been confirmed as satisfactory. OC Public Works has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests.

This Contract includes subcontractors. See Attachment B for information regarding subcontractors and Contract Summary Form.

Compliance with CEQA: The proposed Services were previously determined to be Categorical Exempt from CEQA pursuant to Section 15301 (Class 1) of the CEQA Guidelines, on September 24, 2019, when it was originally approved because the amendment to renew the Contract is for Services to repair and maintain existing traffic signals for intersections in the unincorporated areas of Orange County and JWA, with negligible or no expansion of use. The proposed Services are still consistent with this determination.

FINANCIAL IMPACT:

Appropriations for this Contract are included in the FY 2022-23 Budget for OC Road, Fund 115, and Airport-Operating, Fund 280, and will be included in the budgeting process for future years.

The proposed Contract includes a provision stating the County has the right to immediately terminate the Contract without penalty for cause or after 30 days' written notice without cause.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

John Wayne Airport

ATTACHMENT(S):

Attachment A - Amendment No. 2 to Contract MA-080-20010291 with Bear Electrical Solutions, Inc.

Attachment B - Contract Summary Form

Attachment C - Redline to Contract MA-080-20010291 with Bear Electrical Solutions, Inc.

***County of Orange, OC Public Works
Bear Electrical Solutions, Inc.***

MA-080-20010291

**AMENDMENT NO. 2
FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Bear Electrical Solutions, Inc., with a place of business at 1341 Archer St., Alviso, CA 95002 ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-20010291 for Traffic Signal Maintenance Services, effective October 1, 2019 through September 30, 2022, in the Total Contract Not-to-Exceed Amount of \$975,000.00, ("Contract"); and,

WHEREAS, the Parties amended Attachment E of the Contract to update Locations of Work; and,

WHEREAS, the Parties now desire to renew the Contract for one (1) year effective October 1, 2022 through September 30, 2023, with a new Total Not-to-Exceed Amount of \$325,000.00; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article 2 of the Contract shall be amended to include the following:

Contract shall be renewed for one (1) year from October 1, 2022 to September 30, 2023, unless otherwise terminated as provided herein.

2. Attachment B, Section II, Item C shall be amended to include the following:

RENEWAL TERM CONTRACT AMOUNT NOT TO EXCEED: \$325,000.00

3. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

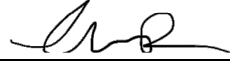
County of Orange, OC Public Works
Bear Electrical Solutions, Inc.

MA-080-20010291

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

BEAR ELECTRICAL SOLUTIONS, INC.*

By: Robert Asuncion
Print
Name: Robert Asuncion
Title: Vice President
Corporate Officer
Date: 6/10/2022

By: 
Print
Name: Andrew Bader
Title: CFO
Corporate Officer
Date: 6/12/2022

COUNTY OF ORANGE, a political subdivision of
the State of California

By: _____
Print
Name: Carlos Corona
Title: Deputy Purchasing Agent
Date: _____

APPROVED AS TO FORM:
County Counsel

By William Ninh william Ninh
Deputy Counsel
Date 6/13/2022

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

Contract Summary Form

Bear Electrical Solutions, Inc.
1341 Archer St., Alviso, CA 95002
3911-A E La Palma Ave., Anaheim, CA 92807

SUMMARY OF SIGNIFICANT CHANGES

1. Term: Renewed for one year. Page 10
2. Contract Not to Exceed Amount: Added \$325,000.00 for renewal. Page 36

SUBCONTRACTORS

1. This contract includes the following subcontractors or passes through to other providers:

| Subcontractors | Services | Amount |
|---|--------------|---|
| Smithson Electric and Saw, Inc. 1938 E. Katella Avenue Orange, CA 92867 | Loop Cutting | Amount for services is unknown at this time since the need for these services is unknown at this point. |

CONTRACT OPERATING EXPENSES

| Line | Bid Line Description | Quantity | Unit of Measure | Unit Cost | Line Total |
|----------|--|----------|-----------------|--------------------|----------------------|
| | Total Monthly Fixed Price | | | | |
| 1 | 1st Year (Monthly Unit Cost x 12) | 1 | Monthly | \$ 5,823.00 | \$ 69,876.00 |
| 2 | 2nd Year (Monthly Unit Cost x 12) | 1 | Monthly | \$ 5,823.00 | \$ 69,876.00 |
| 3 | 3rd Year (Monthly Unit Cost x 12) | 1 | Monthly | \$ 5,823.00 | \$ 69,876.00 |
| | Total Contract Amount Fixed Price (36 Months) | | | | \$ 209,628.00 |
| | | | | | |
| | Additional Repairs & Extra Work | | | | |
| | Time | | | | |
| | Journeyman Transportation Systems Electrician | | | | |
| 4 | Regular Hourly Rate | 1 | Hourly | \$ 115.00 | \$ 115.00 |

| | | | | | |
|----|--|----|--------|-----------|-------------|
| 5 | After Hours Hourly Rate | 1 | Hourly | \$ 150.00 | \$ 150.00 |
| 6 | Holiday Hourly Rate | 1 | Hourly | \$ 190.00 | \$ 190.00 |
| | Transportation Systems Technician Level One IMSA | | | | |
| 7 | Regular Hourly Rate | 1 | Hourly | \$ 70.00 | \$ 70.00 |
| 8 | After Hours Hourly Rate | 1 | Hourly | \$ 90.00 | \$ 90.00 |
| 9 | Holiday Hourly Rate | 1 | Hourly | \$ 120.00 | \$ 120.00 |
| | Utility Technician Lead Level Two IMSA | | | | |
| 10 | Regular Hourly Rate | 1 | Hourly | \$ 70.00 | \$ 70.00 |
| 11 | After Hours Hourly Rate | 1 | Hourly | \$ 90.00 | \$ 90.00 |
| 12 | Holiday Hourly Rate | 1 | Hourly | \$ 120.00 | \$ 120.00 |
| | Utility Technician Level One IMSA | | | | |
| 13 | Regular Hourly Rate | 1 | Hourly | \$ 70.00 | \$ 70.00 |
| 14 | After Hours Hourly Rate | 1 | Hourly | \$ 90.00 | \$ 90.00 |
| 15 | Holiday Hourly Rate | 1 | Hourly | \$ 120.00 | \$ 120.00 |
| | Total Hourly Rates | | | | \$ 1,295.00 |
| | | | | | |
| | Schedule of Deductions | | | | |
| | Traffic Signal Maintenance Services (Regular Scheduled) | | | | |
| 16 | Regular Scheduled Maintenance of Traffic Signal Systems per Intersection per Month | 70 | Each | \$ 65.00 | \$ 4,550.00 |
| 17 | Regular Scheduled Maintenance of Flashing Light Warning Devices per Location per Month | 32 | Each | \$ 30.00 | \$ 960.00 |
| 18 | Regular Scheduled Maintenance of In-Roadway Warning Lights (IRWL) per Location per Month | 15 | Each | \$ 20.00 | \$ 300.00 |

| | | | | | |
|----|--|----|-------|-----------|--------------------|
| 19 | Regular Scheduled Maintenance of Highway and Bridge Safety Lighting per Location per Month | 13 | Each | \$ 1.00 | \$ 13.00 |
| | Total monthly cost for Services (Regular Schedule) | | | | \$ 5,823.00 |
| | | | | | |
| | Additional Repairs & Extra Work: Labor (Estimated) | | | | |
| 20 | Journeyman Transportation Systems Electrician (Regular Hours per Month) | 20 | Hours | \$ 115.00 | \$ 2,300.00 |
| 21 | Journeyman Transportation Systems Electrician (Overtime Hours per Month) | 15 | Hours | \$ 150.00 | \$ 2,250.00 |
| 22 | Transportation Systems Technician Level One IMSA (Regular Hours per Month) | 10 | Hours | \$ 70.00 | \$ 700.00 |
| 23 | Transportation Systems Technician Level One IMSA (Overtime Hours per Month) | 10 | Hours | \$ 90.00 | \$ 900.00 |
| 24 | Utility Technician Lead Level Two IMSA (Regular Hours per Month) | 5 | Hours | \$ 70.00 | \$ 350.00 |
| 25 | Utility Technician Lead Level Two IMSA (Overtime Hours per Month) | 5 | Hours | \$ 90.00 | \$ 450.00 |
| 26 | Utility Technician Level One IMSA (Regular Hours per Month) | 5 | Hours | \$ 70.00 | \$ 350.00 |
| 27 | Utility Technician Level One IMSA (Overtime Hours per Month) | 5 | Hours | \$ 90.00 | \$ 450.00 |
| | Total additional repairs & extra work: Labor (Estimated) | | | | \$ 7,750.00 |
| | | | | | |

| | | | | | |
|-----------|---|----|-------|-------------|--------------|
| | Additional Repairs & Extra Work: Equipment (Estimated) | | | | |
| 28 | Service/Bucket Truck per Month | 60 | Hours | \$ 40.00 | \$ 2,400.00 |
| 29 | Service Truck per Month | 15 | Hours | \$ 20.00 | \$ 300.00 |
| 30 | Compressor per Month | 10 | Hours | \$ 20.00 | \$ 200.00 |
| 31 | Pick-up Truck per Month | 15 | Hours | \$ 20.00 | \$ 300.00 |
| | Total additional repairs & extra work: Equipment (Estimated) | | | | \$ 3,200.00 |
| | | | | | |
| | Additional Repairs & Extra Work: Materials (Estimated) | | | | |
| 32 | Install 1.8m (6 foot) Circular Detector Loops per Month | 12 | Each | \$ 550.00 | \$ 6,600.00 |
| 33 | Paint Signal Heads/Frames per Intersection per Month | 10 | Each | \$ 200.00 | \$ 2,000.00 |
| 34 | Paint P-44/Type-3 Cabinet Set per Intersection per Month | 10 | Each | \$ 1,100.00 | \$ 11,000.00 |
| | Total additional repairs & extra work: Materials (Estimated) | | | | \$ 19,600.00 |

CONTRACT MA-080-20010291

FOR

Traffic Signal Maintenance Services

BETWEEN

OC PUBLIC WORKS

AND

Bear Electrical Solutions, Inc.



**CONTRACT MA-080-20010291
WITH
BEAR ELECTRICAL SOLUTIONS, INC.
FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES**

THIS CONTRACT MA-080-20010291 for Traffic Signal Maintenance Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Bear Electrical Solutions, Inc., with a place of business at 1341 Archer St., Alviso, CA 95002 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment/Compensation

Attachment C – Staffing Plan/Subcontractor Information

Attachment D – Maintenance Area Map

Attachment E – Location of Work (amendable per scope of work)

Attachment F – Intersection Log Sheet

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Traffic Signal Maintenance Services under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Traffic Signal Maintenance Services as set forth herein, and Contractor represented that it is qualified to provide Traffic Signal Maintenance Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Traffic Signal Maintenance Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Traffic Signal Maintenance Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Procurement Officer or designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County; 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work

performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in **article "Z"** below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities,

including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. The County reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. . Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Contractor and Additional Insureds.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|---|
| Commercial General Liability | \$3,000,000 per occurrence \$3,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per occurrence |

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the *County of Orange, its elected and appointed*

officials, officers, employees and agents as Additional Insureds, or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT***.

- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO from CG2010 (ed. 11/85).

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents*** or provide blanket coverage which shall state ***AS REQUIRED BY WRITTEN CONTRACT*** when acting within the scope of their appointment or employment.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not

limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of **article “Z”** below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. **Freight:** Prior to the County’s express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree

that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Traffic Signal Maintenance Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

Amendment No. 2: Added renewal term

2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in article 3 below.

Contract shall be renewed for one (1) year from October 1, 2022 to September 30, 2023, unless otherwise terminated as provided herein.

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

11. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

12. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

14. **Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use the pre-negotiated prices and terms in this Contract will be responsible for issuing their own purchase documents/contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any contract entered into with another department or entity that is entered into and incorporates by reference the pre-negotiated prices and terms of this Contract a contractual clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract by Contractor and grounds for immediate Contract

termination. Departments or entities making use of the pre-negotiated prices and terms of this Contract are responsible for obtaining all certificates of insurance and bonds required when entering into their own contract. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

15. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
17. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
18. **Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article 26. "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

19. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

21. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

23. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

24. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 6 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

25. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under

this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

26. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Bear Electrical Solutions, Inc.
Attn: Jason Hayes
1341 Archer St., PO Box 924
Alviso, CA 95002-0924
Phone: 408-449-5178
Email: robert@bear-electrical.com

County's Project Manager: OC Public Works/Traffic Engineering
Attn: Dan Richards
300 N. Flower St.
Santa Ana, CA 92703
Phone: 714-245-4580
Email: Dan.Richards@ocpw.ocgov.com

cc: OC Public Works/Procurement Section
Attn: Carlos Corona, County DPA
300 North Flower Street, Suite 861
Santa Ana, CA 92703
Phone: 714-667-9694
Email: Carlos.Corona@ocpw.ocgov.com

27. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
28. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

29. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
30. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

31. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
32. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
33. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
34. **Wage Rates:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

35. **Wage Rate Penalty:** Pursuant to the provisions of Section 1775 of the Labor Code, the Contractor shall forfeit to the County, as a penalty, the sum of Fifty Dollars (\$50) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Contract.
36. **Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

- 1.1.1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- 1.1.2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - (a) The information contained in the payroll record is true and correct.
 - (b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- 1.1.3. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 1.1.4. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 1.1.5. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the

Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

Signature Page follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

BEAR ELECTRICAL SOLUTIONS, INC.*

| | | | |
|-----------|------|-------|------|
| Signature | Name | Title | Date |
|-----------|------|-------|------|

| | | | |
|-----------|------|-------|------|
| Signature | Name | Title | Date |
|-----------|------|-------|------|

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

| | | | |
|-----------|--------------|-------------------------|------|
| | | Deputy Purchasing Agent | |
| Signature | (Print) Name | Title | Date |

APPROVED AS TO FORM:
County Counsel

By _____
Deputy Counsel

Date_____

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A
SCOPE OF WORK
TRAFFIC SIGNAL MAINTENANCE SERVICES**

I. SCOPE OF WORK

A. DESCRIPTION AND LOCATION OF WORK

The Contractor shall perform normal scheduled maintenance and extraordinary/emergency maintenance of traffic signal systems, flashing warning lights, and highway safety lighting for the specific locations that are the responsibility of the County of Orange. The Contractor may also provide equipment and/or technical support to County's Project Manager or designee in said scope of work that is not specific to intersections listed on the scope of work.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. In general, routine responses related to these maintenance functions during normal working hours shall be considered normal scheduled maintenance work. Required normal working hours for maintenance response coverage is from 7:00 a.m. to 5:00 p.m.

The Contractor shall provide maintenance support to multiple jurisdictions as specified herein. The Contractor will report to the County and shall refrain from direct dealings with contracted agencies regarding matters of business directly related to this Contract.

The Contractor shall recognize these traffic signals, warning devices, and highway lighting as critical safety devices to the public; timely response to requests is imperative. As an incentive to perform, County reserves the right to apply deductions from any billing amounts that are due or may become due to Contractor for failing to meet the requirements herein. A Schedule of Deductions is attached as Attachment B, Part 2.

The Contractor shall keep itself informed of all existing and future state, federal, and county laws, ordinances and regulations which in any manner may affect those employed by, or in any way affect the performance of services pursuant to this agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor.

Attachments are as follows:

- Attachment B - Contractor Pricing (Part 1) & Schedule of Deductions (Part 2)
- Attachment C - Staffing Plan/Subcontractor Information
- Attachment D - Maintenance Area Map
- Attachment E - Locations of Work (amendable per scope of work)
- Attachment F - Intersection Log Sheet

II. CONTRACTOR REQUIREMENTS

A. FACILITIES

The Contractor shall at all times have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to maintain traffic signal systems, flashing warning lights, and highway safety lighting in a professional manner

in accordance with these specifications. The Contractor shall maintain a single, local telephone number where they can be reached twenty-four (24) hours a day, seven days a week.

B. PERSONNEL

The Contractor shall provide, assigned to this Contract exclusively, two (2) full-time Journeyman Transportation Systems Electricians to provide normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the normal 7:00 a.m. to 5:00 p.m. weekday working hours of this Contract. In addition, these positions may also be required to perform extra work or additional repairs at the request of the County Project Manager or designee. These Journeyman Transportation Systems Electricians shall be certified or licensed according to State of California requirements for electrical workers, and shall be certified as Level 2 Traffic Signal Technicians by the International Municipal Signal Association (IMSA). Certifications and licenses must be held in good standing and shall be maintained current throughout the entire duration of the Contract. Electrician qualifications must be reviewed and approved by County prior to the electrician performing duties under this Contract, excepting emergency response activities.

Once approved by the County, the Contractor shall provide County with documentation on the approved electricians including copies of their licensure or certification, assigned service vehicle information, and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted upon request of County.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a Journeyman Transportation Systems Electrician to be deployed on an as-needed basis (i.e. - re-lamping, lens cleaning, painting, etc.).

All personnel shall be trained in Equal Employment Opportunity policies, and shall conduct themselves in a respectful and professional manner at all times. County reserves the right to require that any worker who demonstrates improper behavior, unsafe work habits or judgment, be removed from the job site and prohibited from further work with the County. Contractor shall be responsible for supplying and using safety equipment, as necessary, to protect personnel, property, and the general public.

C. REQUESTS FOR SERVICES

The Contractor shall receive written or verbal requests for maintenance services outside of the Contractor's normal scheduled maintenance program originating from the County's Project Manager or designee. The Contractor agrees to complete all requested work in accordance with County specifications. The Contractor shall maintain twenty-four (24) hour response capabilities in order to effectively address and respond to requests for services. The Contractor shall contact the County's Project Manager or Designee immediately when after hour requests are reported.

D. RESPONSE CRITERIA FOR REQUESTED SERVICES

A written or verbal work order request by the County's Project Manager or designee describing work to be done shall constitute authorization for the Contractor to proceed with the requested work. The Contractor shall respond to all work order requests within two (2) hours, either accepting or declining the work. Failure to respond to any request within the established time frame will be considered as a declination. In such an event, the County, at its sole discretion, may obtain other contractor(s) to perform the work. Work orders accepted by the Contractor that are not completed within ten (10) calendar days of receipt will be subject to applicable payment deductions as outlined in the Schedule

of Deductions (Attachment B, Part 2), with exemption consideration given to work orders requiring materials to be purchased. Determination of penalty exemption will be made by the County.

Any requests received by the Contractor where the nature of the call is unclear because of incomplete or inaccurate information shall be treated as an emergency. In the event of any emergency calls, Contractor shall contact County's Project Manager or Designee immediately.

For extraordinary/emergency maintenance requests, the Contractor shall maintain a local telephone number where the Contractor can be reached twenty-four (24) hours per day. Emergency contact information shall be provided to the County for distribution to entities involved in the Contract. Contractor shall provide any sub-contracted answering service(s) with all information needed to efficiently process requested responses to this Contract. In the event which a sub-contracted service fails to deploy Contractor forces, Contractor will assume responsibility for the cost of any additional charges accrued through the use of alternate emergency response forces. In addition, for each hour late responding to a service call, the County will deduct the hourly rate as outlined in Attachment B, Part 2.

Whenever the Contractor receives requested services from the County's Project Manager or designee identified as an emergency, Contractor shall provide immediate response. Immediate is defined as with all possible haste, such that the response and commencement of repairs shall be within one (1) hour during normal working hours of the Contract, and within two (2) hours during non-working hours of the Contract, including Saturdays, Sundays, and holidays. In addition, for each hour the Contractor is late responding to a service call, the County will deduct the hourly rate as outlined in Attachment B, Part 2. Callouts not responded to within four (4) hours are considered as failures to respond and alternate forces may be deployed. Contractor is required to provide the reporting party with an estimated time of arrival. When multiple emergency service requests occur, Contractor is required to respond with adequate staffing and supplies to each individual location within said guidelines and to pursue repairs with due diligence.

As part of emergency response, with County Project Manager or Designee present, Contractor may be required to inspect traffic signal system and operation and equipment. Contractor shall perform a complete preventative maintenance check as outlined in this scope of work, thoroughly examine and inspect all equipment at the location for physical damage or equipment malfunction, including a complete check of the controller and Conflict Monitoring Unit/Malfunction Management Unit (CMU/MMU). Within five (5) calendar days after completion of this examination, Contractor shall submit to County a written report summarizing the results of the examination and inspection. Failures to comply with accident response criteria are subject to applicable payment deduction as outlined in Attachment B, Part 2.

The following events shall establish an emergency condition and the following action shall be taken:

1. Failure or malfunction of the traffic signal system or interruption of normal signal operations whether caused by damage from vehicle collisions, acts of God, civil disorder, malicious mischief or other similar circumstances. Under these conditions the Contractor shall immediately restore the traffic signal system to normal operation.
2. In the event the failure, malfunction or interruption is caused by a power outage the Contractor shall:
 - i. Respond to the locations to ascertain the blacked out condition; check with the serving utility provider for an anticipated power restoration time; place the traffic signal at the intersection in red flash and erect temporary stop signs on all intersection approaches (Contractor may then leave the intersection); continue

monitoring the outage with the power company; return to the intersection once power is restored; take down temporary stop signs and return the traffic signal to normal operation.

3. Any appurtenant traffic signal equipment such as safety lights, traffic signal heads, illuminated or reflectorized street name signs affixed to the signal mastarm or pole, or other such devices reported to be knocked down, dangling, or otherwise creating a public safety hazard shall be immediately repaired or removed in order to eliminate the unsafe condition. Any equipment removed shall be promptly scheduled for replacement.

Emergency calls require the Contractor to contact County's Project Manager or Designee immediately so County may oversee the repairs in order to control cost, reduce liability, and reduce any unnecessary equipment removals or replacements.

E. TRAFFIC SIGNAL TURN-OFFS AND TURN-ONS

Contractor shall notify County at least forty-eight (48) hours in advance of scheduled turn-off or turn-on necessitated by the Contractor operation. Contractor shall erect stop signs on each approach of the intersection to provide all-way stop control while the traffic signal is turned off. Placement and removal of the temporary stop signs shall be completed while the signal is in a red flash condition. The Contractor shall make every effort to schedule shut downs only between the hours of 9:00 a.m. and 3:00 p.m.

F. STANDARDS

All work performed shall conform to all current applicable Federal, State, and County Standards, and to the scope of work of this Contract. Whenever a question as to the meaning of any portion of this scope of work is in dispute, or where there may be more than one interpretation given to any portion of the specifications, the interpretation of the County shall be final.

G. SPARE EQUIPMENT

No permanent or temporary change of control mechanisms shall be done without the presence, or prior approval of County's Project Manager or designee.

No equipment shall be installed, removed, or replaced without recording serial (ID) numbers of all equipment involved in the procedure to the Intersection Log Sheet (Attachment F). Failures to record equipment ID numbers are subject to applicable payment deductions as outlined in the Attachment B, Part 2.

The traffic signal systems maintained under this contract currently operate using NEMA TS-1, NEMA TS-2 Type-1, NEMA TS-2 Type-2, and Type 332 equipment. Adequate tools and spare equipment supplies needed to effectively respond to, isolate, and repair equipment malfunctions shall be available at all times, on each response vehicle.

In the event Contractor is unable to perform contracted duties due to lack of proper tools or spare equipment, the County at its sole discretion, may obtain other contractor(s) to perform the work. Contractor will be subject to the applicable payment deductions as outlined in Attachment B, Part 2, and will assume responsibility for the cost of any additional charges accrued by the use of alternate emergency service response forces.

Contractor shall not install or use County or contracted agency property, equipment or tools at locations, or for purposes, not included in this scope of work.

H. RECORD KEEPING AND REPORTING

The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on an Intersection Log Sheet provided herein by the County and shall include the date, time, description of device including all model, part and serial numbers, narrative of any deficiencies encountered, and a detail of any corrective action taken. All entries shall be legibly made in chronologic order on the provided sheet in indelible ink and shall be initialed by the individual making the entry.

The Intersection Log Sheet shall be the property of the County. The Contractor shall not remove, copy, or disclose to any person, information contained on these records under any circumstance. Record information shall be obtained or released only through written request to the County.

The Contractor shall record all services provided to a signalized location on the Intersection Log Sheet. Failures to record services performed are subject to applicable payment deductions as outlined in Attachment B, Part 2. Charges for services performed that are not verifiable by intersection log records will not be allowed.

The Contractor shall keep one complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on this Contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual or piece of equipment and show all chargeable time to this Contract for every twenty-four (24) hour period.

The Contractor shall submit a monthly activity report, covering one calendar month's activities by the fifteenth day of the month immediately following the reporting period. These monthly activity reports shall be submitted for the entire duration of this contract and shall include the following information: location where service was provided; date and approximate time when service was performed; reason for service; and description of service, whether routine or emergency shall be noted. Reports shall be submitted in duplicate, separated by jurisdiction, by location, and by type of service. County may require further sorting by request.

The Contractor shall also submit an annual activity report adhering to the monthly format but covering the entire activities of the previous Contract year. The Contractor shall also submit monthly callout reports containing copies of the original callout logs of the twenty-four (24) hour answering service provider for all calls involving this contract. Copies shall be of the provider's original records, without editing or reproduction by others.

I. PROGRESS SCHEDULE

The Contractor shall develop a practicable progress schedule which describes in detail the method and anticipated time for executing the requirements of this Contract. The progress schedule shall be submitted to County within ten (10) calendar days of execution of this contract and within five (5) calendar days of receiving written request from County at any other time. Each individual failure to comply with required interval service or certification schedule is subject to applicable payment deduction as outlined in Attachment B, Part 2.

J. MEETINGS

The Contractor and County's Project Manager or designee shall meet on a monthly basis at a mutually agreed upon time and place to discuss and address issues arising from the Contract, and for the Contractor to deliver reports as specified herein.

K. TESTING

The Contractor shall have available adequate skilled personnel and proper laboratory testing facilities to perform inspections of controller mechanisms, including traffic signal controllers, conflict monitors, auxiliary equipment and appurtenances.

All testing shall conform to the following: most current NEMA Specification TS-1 and/or TS-2 (as appropriate ;) Section 86-2.14, "Testing," of the Caltrans Standard Specifications referenced in this Contract Agreement; The "Acceptance Test Manual Type 90 Traffic Signal Control System" published by the Caltrans Laboratory, April 1987 or latest edition. Copies of laboratory reports showing repairs to traffic control equipment shall be submitted to County on an annual basis.

L. WARRANTY SERVICE

Newly installed traffic signal components carry a one (1) year warranty provided by the manufacturer and/or installing Contractor. County shall supply the Contractor copies of such warranties upon request. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing contractor. The Contractor shall notify the County of any undue delays by the manufacturer or installing contractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.

M. SITE VISITATIONS

Prior to the submission of the bid, Contractor shall visit the work locations, making thorough examination and evaluation of the existing site conditions and surrounding area.

N. PAYMENT FOR ADMINISTRATIVE REQUIREMENTS

Payment for administrative requirements and all its subsections shall be considered as included in the various items of work and no additional compensation shall be allowed therefore.

III. CONTRACTOR RESPONSIBILITIES

A. REGULAR SCHEDULED MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS

The Contractor shall carry on a program of continuing comprehensive routine regular scheduled maintenance designed to eliminate or reduce the incidences of malfunctions, reduce operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary, adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regular scheduled maintenance.

The program shall include but not be limited to the following:

i. MONTHLY MAINTENANCE

The Contractor shall perform the following services at each intersection listed in Locations of Work (Attachment E) once per calendar month unless otherwise noted:

1. Clean the inside and outside of all controller cabinet assemblies, electrical service or interconnect cabinets, and remove any foreign material, including graffiti. Replace and/or clean filters as necessary. Tighten all electrical terminations. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration.
2. Check the timing of individual signal phases and interval timing circuits for all timed devices in the assemblies.
3. Maintain an accurate chronograph and set all real-time clocks to the National Bureau of Standards (World Wide Vector or Coordinated Universal Time) time.
4. Check the timing of the yellow (caution) intervals on all phases by stopwatch.
5. Check detector units and systems including but not limited to inductive loops, video cameras, microwave sensor, and pedestrian push buttons for correct detection of both vehicles and pedestrians and adjust or repair as necessary to restore intended operations. This includes the splicing (or re-splicing) of detector loops. Cutting and installing new loops is considered extra work and will require prior approval by County before work is commenced.
6. Inspect all relays, clocks, dials, motors, switches, etc. Adjust or repair as needed.
7. Walk all the approaches of the intersection and visually inspect all signal poles, mastarms, signal heads and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement and/or operation. Any traffic signal or illuminated indication that is burned out or that has reached its 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy or report visibility deficiencies to County's Project Manager or designee immediately. Missing signs shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing, or damaged shall be secured, replaced, or repaired.
8. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with County's Project Manager or designee.
9. Check all traffic signal controller communications equipment (internal modem and/or interface modules) for proper operation and adjust or repair as needed. The repair or replacement of traffic signal interconnect cables shall be extra work and will require prior approval by County before work is commenced.
10. Clean all Closed Circuit Television (CCTV) dome housings and video detection camera housings once every three (3) months. Do not scratch or damage optics. Follow manufacturer's recommendations.
11. Check and record Uninterrupted Power Supply (UPS) or Battery Backup System for proper operation, including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The repair or replacement of any of the

UPS components, including batteries, shall be considered extra work and will require prior approval by County before work is commenced.

ii. TRAFFIC SIGNAL CONTROLLER ASSEMBLY

The Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts as necessary to ensure the safe and proper operation of said signal equipment. No field repair of electronic equipment is allowed; all repaired equipment must be "bench tested" according to manufacturer recommendations prior to re-installing into service.

Controller mechanisms including controller units, auxiliary and monitoring devices, and appurtenances such as detectors, transformers, external logic system, and related items shall be serviced and overhauled as per equipment service intervals below. Item not listed shall be serviced and maintained per the manufacturer's recommendations. An overhaul shall include cleaning, timing check, necessary adjustment, and testing. Solid state equipment shall be maintained according to manufacturer's specifications.

Traffic signal controller assemblies that become obsolete or that deteriorate beyond repair should be removed from service. The Contractor shall report such conditions to the County along with sufficient evidence to support the replacement of the equipment. The replacement of the obsolete or unsalvageable equipment shall be at the discretion of the County and any approved replacements shall constitute extra work.

iii. EQUIPMENT SERVICE INTERVALS

The Contractor shall test the operation of the conflict/voltage monitor on a National Electrical Manufacturers Association (NEMA) Conflict Voltage Monitor Tester once every twelve (12) months. Additionally, the conflict/voltage monitor shall be tested at least once every twelve (12) months in the field by manually creating all possible fault conditions at the termination outputs. The Contractor shall submit testing schedules in accordance with Section II - Contractor Responsibilities (Item I. Progress Schedule) of this scope of work.

iv. SIGNS

The Contractor shall repair or furnish and replace any damaged or missing traffic control signs affixed to any signal mastarm or pole. Sign fabrication materials shall meet the requirements of this scope of work.

v. PAYMENT FOR REGULAR SCHEDULED MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS

The County will compensate the Contractor monthly at the unit price bid per intersection for routine and preventative maintenance of traffic signal systems and no additional compensation shall be allowed therefore; except for items identified as extra work which will be compensated as set forth in Attachment B, Part 1 (Contractor Pricing).

Work performed that is non-compliant with this section is subject to applicable payment deductions as outlined in Attachment B, Part 2.

vi. REPLACEMENT OF TRAFFIC SIGNAL AND ILLUMINATED INDICATIONS

The Contractor shall furnish all replacement Light Emitting Diode (L.E.D.) Modules, safety lamps, program visibility lamps, illuminated street name sign lamps and illuminated traffic sign lamps. All said materials shall be new. The cost to provide replacement L.E.D. units shall constitute extra work; however, all labor associated with maintaining a traffic signal indication in proper working order is considered regular scheduled maintenance during normal business hours.

The Contractor shall record the serial numbers of all L.E.D. modules installed and removed from a location. These serial numbers shall be included on the billing invoice. Failures to record L.E.D. serial numbers are subject to applicable payment deductions as outlined in Attachment B, Part 2. The Contractor shall use only L.E.D. type modules to replace signal indications. Incandescent lamps or fixtures shall not be installed to any signal indication housing.

The Contractor shall repair, or furnish new and replace, any damaged and/or knocked down illuminated street name signs. Furnishing a replacement illuminated street name sign fixture and/or street name panels shall be considered extra work and will require prior approval by County before work is commenced.

vii. UN-INTERRUPTED POWER AND BATTERY BACKUP SYSTEMS

Un-interrupted power and battery backup systems, including control and switching units, shall be tested monthly in accordance with the manufacturers recommended maintenance as a part of routine maintenance. Specific information on monthly tests shall be cataloged as specified on the County Intersection Log Sheet. Replacement of battery backup system components shall be considered extra work and will require prior approval by County before work is commenced.

viii. CCTV CAMERAS

Contractor shall inspect and test each CCTV camera location on a quarterly basis and report any malfunctions or deficiencies observed to the County by the fifteenth (15th) day of the month following the reporting period. Routine maintenance shall include cleaning of camera dome and housing, checking and adjusting air pressure in pressurized housings and lubrication, as needed, on a quarterly basis. CCTV cameras and/or control found to be deficient shall be reported to the County for disposition and repair.

ix. FIBER OPTIC COMMUNICATIONS SYSTEMS

Contractor shall inspect any fiber optic communications links present within controller cabinets for cleanliness and visual connectivity on a monthly basis. Any deficiencies shall be reported to the County by the fifteenth (15th) day of the month immediately following the reporting period.

B. REGULAR SCHEDULED MAINTENANCE OF FLASHING LIGHT WARNING DEVICES AND IN ROADWAY WARNING LIGHT SYSTEMS

The Contractor shall carry on a program of continuing comprehensive routine regular scheduled maintenance designed to eliminate or reduce the incidences of malfunctions, reduce operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary, adjust all control equipment to meet manufacturer's original specifications at each Flashing Light Warning Device location and each In-Roadway Warning Light (IRWL) system once each calendar month.

The program shall include but not be limited to the following:

i. MONTHLY MAINTENANCE

The Contractor shall perform the following services at each facility once per calendar month:

1. Clean the inside and outside of all controller assemblies and remove any foreign material, including graffiti.
2. Check the timing intervals for the flashing operation.
3. Inspect each IRWL indication for operation, physically verify each fastener is present, tightened, and secured; resolve any moisture penetration to IRWL assembly; inspect L.E.D. indications at pedestrian push-button locations where present.
4. Maintain an accurate chronograph and set all real-time clocks to the National Bureau of Standards (WWV or UTC) time.
5. Visually inspect all relays, clocks, dials, motors, switches, etc. Adjust or repair as needed.
6. Walk all the approaches of the facility and visually inspect all flasher poles, heads and indications, traffic control signs, pull box covers, and any other devices, and verify the correct condition, placement, and/or operation. Any burned out indications or illuminated sign lamps shall be replaced. All traffic heads found out of alignment shall be properly aligned and secured. Check warning indication visibility at approach distances, resolve or report visibility deficiencies to County's Project Manager or designee immediately. All other equipment found loose, missing, or damaged shall be secured, replaced, or repaired.
7. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with County's Project Manager or designee.

ii. FLASHER CONTROL EQUIPMENT

The Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the flasher control equipment with like make and model parts as necessary to ensure the safe and proper operation of said flasher equipment. Flasher controller units and appurtenances such as transformers, external logic, and related items shall be serviced as needed or as per the manufacturer's recommendations. An overhaul shall include cleaning, timing checks, necessary adjustments, and testing. Solid state equipment shall be maintained according to the manufacturer's specifications.

Flasher control assemblies that become obsolete or that deteriorate beyond repair should be removed from service. The Contractor shall report such conditions to the County's Project Manager or designee along with sufficient evidence to support the replacement of the equipment. The replacement of the obsolete or unsalvageable equipment shall be at the discretion of the County and any approved replacements shall constitute extra work.

iii. L.E.D. INDICATIONS AND LAMPS

The Contractor shall furnish all replacement L.E.D. flasher indications that burn out or based upon an eighty (80) percent depletion curve. Auxiliary lamps shall be replaced at least once every twelve (12) months. All said materials shall be new. A schedule for replacing lamps shall be submitted to the County for approval within the first month of each contract year. The Contractor shall clean and polish all lenses, reflectors, and L.E.D. indications, align signal heads, adjust and secure all mounted signs at the time of lamp replacement. The cost to provide replacement L.E.D. indications shall constitute extra work; however, all labor associated with maintaining a flasher indication in proper working order is considered routine regular scheduled maintenance during normal business hours.

The Contractor shall repair, or furnish new and replace, any damaged and/or knocked down flasher assembly. Furnishing a replacement flasher assembly shall be considered extra work and will require prior approval by County before work is commenced.

iv. PAYMENT FOR REGULAR SCHEDULED MAINTENANCE OF FLASHING LIGHT WARNING DEVICES

The County will compensate the Contractor monthly at the unit price bid per facility for regular scheduled maintenance of flashing light warning devices and no additional compensation shall be allowed therefore; except for items identified as extra work which will be compensated as set forth in Attachment B, Part 1 (Contractor Pricing).

Work performed that is non-compliant with this section is subject to applicable payment deductions as outlined in these specifications.

C. REGULAR SCHEDULED MAINTENANCE OF HIGHWAY SAFETY LIGHTING AND ILLUMINATED SIGNS

The Contractor shall carry on a program of continuing comprehensive routine maintenance designed to eliminate or reduce the incidences of malfunctions, reduce operational complaints and extend the useful life of the equipment. The program shall include but not be limited to the following:

i. MONTHLY MAINTENANCE

The Contractor shall perform the following services at each facility once per calendar month:

1. Check all safety lighting systems and illuminated signs for proper operation and replace any burned out lamps and fuses or reset tripped circuit breakers. All lamps shall be group re-lamped at least once every twelve (12) months. Field inspections shall be conducted at night unless the electrical service is of a type that permits daytime inspection.
2. Contractor shall submit re-lamp schedule in accordance with Section II - Contractor Responsibilities (Item I. Progress Schedule) of this Scope of Work.
3. The Contractor shall repair, or furnish new and replace, any inoperative starter boards, ballasts, or photoelectric controls, and any damaged and/or knocked down safety light or illuminated sign assemblies. Furnishing replacement equipment shall be considered extra work requiring approval by County before work commences.

ii. PAYMENT FOR REGULAR SCHEDULED MAINTENANCE OF HIGHWAY SAFETY LIGHTING AND ILLUMINATED SIGNS

The County will compensate the Contractor monthly at the unit price bid per facility for regular scheduled maintenance of highway safety lighting and illuminated signs and no additional compensation shall be allowed therefore; except for items identified as Extra Work which will be compensated as set forth in Attachment B, Part 1. Work performed that is non-compliant with this section is subject to applicable payment deductions as outlined in Attachment B, Part 2.

D. NEW INSTALLATIONS

During the course of this Contract, the County may add or delete facilities to be maintained from the original list in Attachment E (Locations of Work). The Contractor shall commence and/or terminate services immediately at all locations identified in writing by the County. The Contractor shall be compensated an appropriately prorated amount as per the various bid items of work resulting from mid-billing cycle notifications of additions or deletions.

E. SALVAGED OR DAMAGED EQUIPMENT

Salvaged or damaged equipment shall become the property of the Contractor unless directed otherwise by the County.

IV. ADDITIONAL REPAIRS, EXTRA WORK, AND EXTRAORDINARY/EMERGENCY MAINTENANCE

- A. Upon County request, Contractor shall submit supplemental proposals for additional work covering for Traffic Signal Maintenance Services not specifically called for under the Scope of Work of this Contract. Contractor must obtain County Project Manager's written approval for the hours to be worked and hourly rates prior to commencing any additional work.
- B. The Contractor shall provide supplemental proposals in accordance with the hourly rates as specified in Attachment B.
- C. The County reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional repairs & extra work and to utilize the data provided under this Contract relative to necessary materials and repairs.
- D. If the County authorizes work by an alternate source, the Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.
- E. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.
- F. Upon completion of any additional repairs & extra work, whether by Contractor or an alternative source, the County's Project Manager or designee and Contractor will inspect the finished product at no additional cost to the County. Upon mutual acceptance of the additional repairs & extra work, the Contractor shall again be responsible for all equipment originally covered under this Contract and the work performed under this section.
- G. Extraordinary/emergency maintenance may be necessary in certain cases. Extraordinary/emergency maintenance includes labor and materials necessary to ensure the safe and efficient operation of the County's traffic signal and highway lighting system that goes beyond the regular scheduled maintenance programs established by this scope of work. Generally, extraordinary/emergency maintenance involves the replacement of equipment

damaged by acts of God, civil disorder, vehicle collisions or vandalism, but such replacements may also stem from obsolescence or other unusual factors.

- H. All additional repairs & extra work, except for extraordinary/emergency maintenance as provided for in this scope of work and extra work materials needed to complete routine regular scheduled maintenance as provided for in this scope of work, shall require prior written authorization from the County by means of a County issued work order. All items of work requested in said work orders shall be completed by the Contractor to the County's satisfaction within ten (10) calendar days unless specifically directed otherwise by the County. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the County a written explanation for the delay and an anticipated completion date for said work.

The Contractor shall respond to all work order requests within two (2) hours, either accepting or declining the work. Failure to respond to any request within the established time frame will be considered as a declination. In such an event, the County, at its sole discretion, may obtain other contractor(s) to perform the work. Work orders accepted by the Contractor that are not completed within ten (10) calendar days of receipt will be subject to applicable payment deductions as outlined in Attachment B, Part 2, with exemption consideration given to work orders requiring materials to be purchased. Determination of penalty exemption will be made by the County.

ATTACHMENT B PAYMENT/COMPENSATION

- I. Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Traffic Signal Maintenance Services as set forth in Attachment A, “Scope of Work.”

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall not pay any sum in excess of the Total Contract Amount or Fixed Prices specified below, unless work is authorized by County Project Manager in accordance with the Attachment A, Section IV. “Additional Repairs, Extra Work, and Extraordinary/Emergency Maintenance”, or unless authorized by amendment in accordance with Paragraphs C and P of the Contract Terms and Conditions.**

- II. Fees and Charges:** Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County’s Project Manager or designee. Payment is as follows:

A. TRAFFIC SIGNAL MAINTENANCE SERVICES (REGULAR SCHEDULED):

1. Total Monthly Fixed Price: \$ 5,823.00
2. Total Annual Fixed Price: \$ 69,876.00
(Monthly Fixed Price multiplied by 12 months)

- B. ADDITIONAL REPAIRS, EXTRA WORK, AND EXTRAORDINARY/EMERGENCY MAINTENANCE:** Any additional labor, tools, equipment, etc. not listed below must be approved by the County’s Project Manager in accordance with Attachment A, “Scope of Work”.

1. Additional Repairs and Extra Work shall not exceed: \$ TBD/BIDDERS DO NOT COMPLETE

a. Time:

| | <i>Regular Hourly Rate</i> | <i>After Hours Hourly Rate</i> | <i>Holiday Hourly Rate</i> |
|--|----------------------------|--------------------------------|----------------------------|
| Journeyman Transportation Systems Electrician | \$ 110.00 | \$ 150.00 | \$ 190.00 |
| Transportation Systems Technician Level One IMSA | \$ 70.00 | \$ 90.00 | \$ 120.00 |
| Utility Technician Lead Level Two IMSA | \$ 70.00 | \$ 90.00 | \$ 120.00 |

| | | | |
|--------------------------------------|----------|----------|-----------|
| Utility Technician Level One IMSA | \$ 70.00 | \$ 90.00 | \$ 120.00 |
|--------------------------------------|----------|----------|-----------|

- b. Labor hours shall be charged on the basis of actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one quarter (1/4) hour.
- c. Regular Hours shall mean Monday through Friday 7:00 am to 5:00 pm; After Hours shall mean Monday through Friday 5:01 pm through 6:59 am and all day Saturday and Sunday; Holidays shall mean Thanksgiving, Christmas, Labor Day, and Fourth of July.

Amendment No. 2: Added renewal term not to exceed amount

C. **TOTAL CONTRACT AMOUNT NOT TO EXCEED:**\$ **975,000.00**

RENEWAL TERM CONTRACT AMOUNT NOT TO EXCEED: \$325,000.00

III. Price Increase/Decreases: No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 90-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

IV. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

V. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VII. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address, if different from A above
- C. Contractor's Taxpayer ID Number
- D. Name of County Agency/Department
- E. Delivery/service address
- F. Master Agreement (MA) or Purchase Order (PO) number
- G. Agency/Department's Account Number
- H. Date of invoice
- I. Product/service description, quantity, and prices
- J. Sales tax, if applicable
- K. Freight/delivery charges, if applicable
- L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
Attn: Accounts Payable
PO Box 4048
Santa Ana, CA 92702-4048
Email: accountspayables@ocpw.ocgov.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

In addition, no invoices shall be submitted without reference to approved county work order numbers and accompanying support documentation, as listed in this section.

The Contractor shall provide all necessary support documentation with each invoice claim for payment. This includes summary proof of preventative maintenance completions, extra work repair records, county work order approval, weekly technician reports, monthly activity reports, monthly callout reports, receipts for non bid-item equipment purchases and non bid-item sub-contractor work, certified payroll reports, maintenance reports, and equipment repair/lab reports.

Contractor shall submit in addition to, and in the same sorting of, hard copy invoice submittals, a complete electronic summary of invoice data that is compatible with Microsoft Office spreadsheet programs.

The Contractor shall submit approval requests for extra work within 30 days of completion. Invoices requesting payment for extra work shall be submitted within 30 days of receiving county approval. Extra work invoices shall reference the name and classification of each technician for which labor charges are applied.

The Contractor shall submit regular scheduled maintenance invoices within 30 days of completing work. Invoice claims must be separated by jurisdiction and work location, with all charges totaled for each individual location and project. Charges that are not referenced to specific location, or include locations for more than one jurisdiction will not be processed or granted extension of submittal terms.

County reserves the right to deduct from amounts that are due or may become due for non-compliant Contractor services as provided for in Attachment B, Part 2 (Schedule of Deductions).

- VIII. Schedule of Deductions:** In the event that the County finds, in a scheduled or random inspection, that the Contractor has not completed the services in accordance with the Contract requirements, monetary deductions will be made against monthly invoices in accordance with Attachment B, Part 2. Be advised that the amount of the invoice deduction for an individual service may exceed the amount listed in the Schedule of Deductions.

ATTACHMENT B (PART 2)
SCHEDULE OF DEDUCTIONS

- I. Performance:** County reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the extent of the unsatisfactory work. A copy of the inspection record with associated deduction calculation will be furnished to the Contractor. Bidder shall complete this attachment to include the item price and total for each item specified below. Be advised that the total cost for regular scheduled services must add up to the costs as specified in Attachment B (Part 1, II.A.).

| Item No. | Estimated Quantity | Unit of Measure | Item Description | Item Price (in figures) | TOTAL (in figures) |
|---|--------------------|-----------------|--|-------------------------|--------------------|
| TRAFFIC SIGNAL MAINTENANCE SERVICES (REGULAR SCHEDULED): | | | | | |
| 1. | 70 | Each | Regular Scheduled Maintenance of Traffic Signal Systems per Intersection per Month | \$ 65.00 | \$ 4,550.00 |
| 2. | 32 | Each | Regular Scheduled Maintenance of Flashing Light Warning Devices per Location per Month | \$ 30.00 | \$ 960.00 |
| 3. | 15 | Each | Regular Scheduled Maintenance of In-Roadway Warning Lights (IRWL) per Location per Month | \$ 20.00 | \$ 300.00 |
| 4. | 13 | Each | Regular Scheduled Maintenance of Highway and Bridge Safety Lighting per Location per Month | \$ 1.00 | \$ 13.00 |
| TOTAL MONTHLY COST FOR SERVICES (REGULAR SCHEDULED): | | | | | \$ 5,823.00 |
| *ADDITIONAL REPAIRS & EXTRA WORK: LABOR (ESTIMATED) | | | | | |
| 5. | 20 | Hours | Journeyman Transportation Systems Electrician (Regular Hours per Month) | \$ 115.00 | \$ 2,300.00 |
| 6. | 15 | Hours | Journeyman Transportation Systems Electrician (Overtime Hours per Month) | \$ 150.00 | \$ 2,250.00 |
| 7. | 10 | Hours | Transportation Systems Technician Level One IMSA (Regular Hours per Month) | \$ 70.00 | \$ 700.00 |
| 8. | 10 | Hours | Transportation Systems Technician Level One IMSA (Overtime Hours per Month) | \$ 90.00 | \$ 90.00 |

| Item No. | Estimated Quantity | Unit of Measure | Item Description | Item Price (in figures) | TOTAL (in figures) |
|---|--------------------|-----------------|---|-------------------------|--------------------|
| 9. | 5 | Hours | Utility Technician Lead Level Two IMSA (Regular Hours per Month) | \$ 70.00 | \$ 350.00 |
| 10. | 5 | Hours | Utility Technician Lead Level Two IMSA (Overtime Hours per Month) | \$ 90.00 | \$ 450.00 |
| 11. | 5 | Hours | Utility Technician Level One IMSA (Regular Hours per Month) | \$ 70.00 | \$ 350.00 |
| 12. | 5 | Hours | Utility Technician Level One IMSA (Overtime Hours per Month) | \$ 90.00 | \$ 450.00 |
| * ADDITIONAL REPAIRS & EXTRA WORK: EQUIPMENT (ESTIMATED) | | | | | |
| 13. | 60 | Hours | Service/Bucket Truck per Month | \$ 40.00 | \$ 2,400.00 |
| 14. | 15 | Hours | Service Truck per Month | \$ 20.00 | \$ 300.00 |
| 15. | 10 | Hours | Compressor per Month | \$ 20.00 | \$ 200.00 |
| 16. | 15 | Hours | Pick-up Truck per Month | \$ 20.00 | \$ 300.00 |
| * ADDITIONAL REPAIRS & EXTRA WORK: MATERIALS (ESTIMATED) | | | | | |
| 17. | 12 | Each | Install 1.8m (6 foot) Circular Detector Loops per Month | \$ 550.00 | \$ 6,600.00 |
| 18. | 10 | Each | Paint Signal Heads/Frames per Intersection per Month | \$ 200.00 | \$ 2,000.00 |
| 19. | 10 | Each | Paint P-44/Type-3 Cabinet Set per Intersection per Month | \$ 1,100.00 | \$ 11,000.00 |

** Note: Extra work quantities represent historical average monthly amounts incurred by the County during the past years. Extra work quantities are estimates only and are provided solely for bidding purposes. **These estimates should not be construed as a minimum or maximum of actual work to be performed.***

ATTACHMENT C STAFFING PLAN

I. Key Personnel

| Name | Classification /Designation | Licenses/Certifications (Include license/certification number) | Years of Experience | Length of Time with Firm |
|---------------|------------------------------------|---|----------------------------|---------------------------------|
| Ralph Murillo | Foreman | E-141087-G | 18 | 3.5 |
| Minh Pham | Journeyman | E-118510-G | 19 | 3.0 |
| Wes Sumner | Journeyman | E-129105-G | 35 | 2.0 |
| Rene McGaugh | Journeyman | E-150376-G | 20 | 3.0 |
| | | | | |

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract throughout the duration of the Contract unless otherwise requested or approved by County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

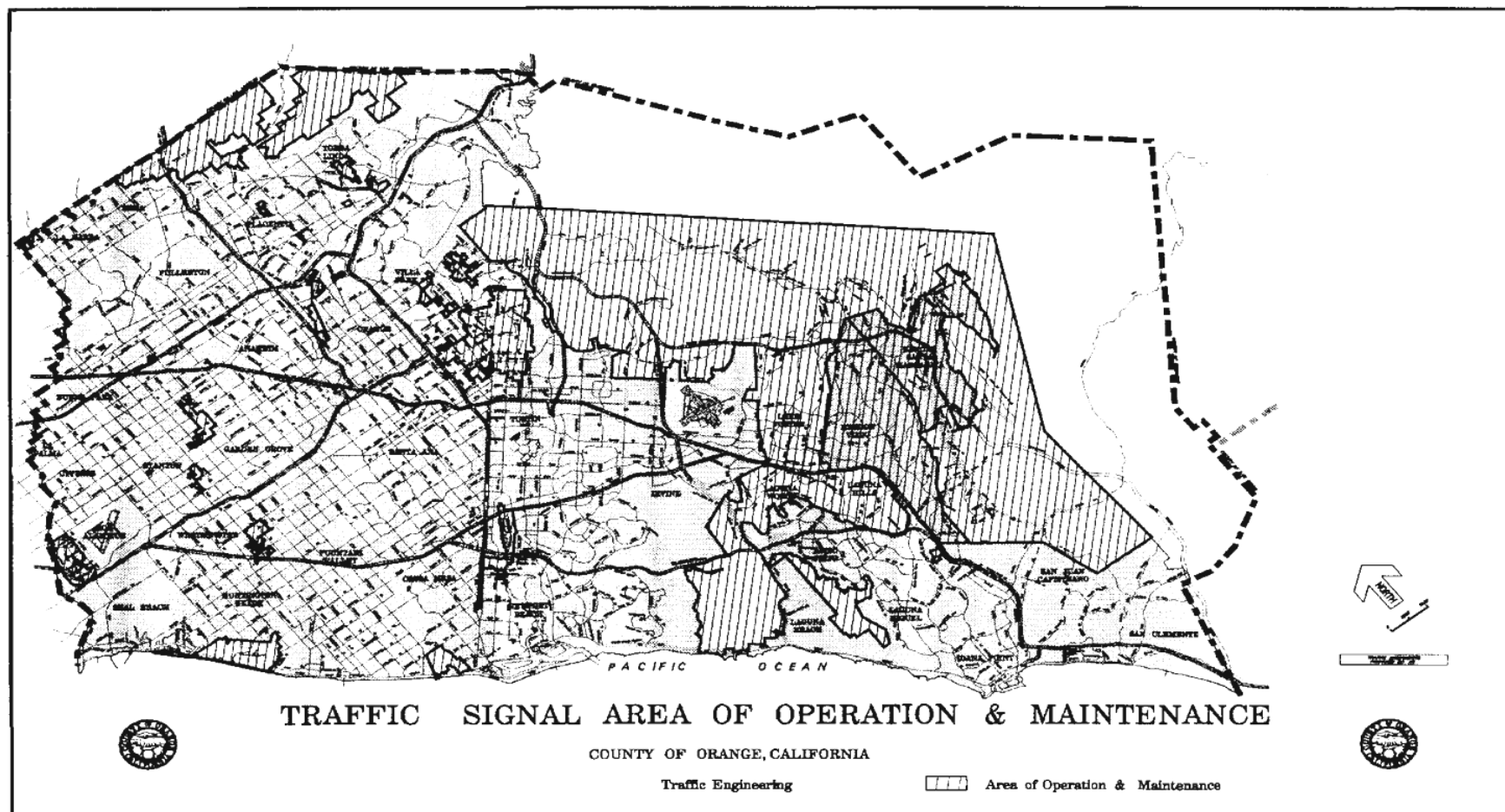
Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

II. Subcontractor(s)

Listed below are subcontractor(s) anticipated by Contractor to perform services specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

| Company Name & Address | Contact Name and Telephone Number | Project Function |
|---|--|-------------------------|
| Smithson Electric 1938 Katella Avenue Orange, CA 92867 | Estimating, 714-997-9556 | Loop Cutting |
| | | |
| | | |
| | | |
| | | |

ATTACHMENT D
MAINTENANCE AREA MAP



**ATTACHMENT E
LOCATIONS OF WORK**

AMENDMENT NO. 1: Amended Locations of Work

| FirstStreetID | SecondStreetID | Responsibility | Maintainer | FlshrType | TBGrid |
|----------------------|--|-----------------------|-------------------|------------------|---------------|
| Antonio Pkwy | Benjamin Dr – N/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 922.F5 |
| Antonio Pkwy | Covenant Hills Dr – N/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 952.G3 |
| Antonio Pkwy | Cow Camp Rd – N/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 922.H5 |
| Antonio Pkwy | Cow Camp Rd – S/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 952.H4 |
| Antonio Pkwy | Las Flores Elementary – N/B School Flasher | Orange County | Orange County | School/RADAR | 922.G3 |
| Antonio Pkwy | Las Flores Elementary – S/B School Flasher | Orange County | Orange County | School/RADAR | 922.G3 |
| Antonio Pkwy | Sendero – S/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 952.H4 |
| Antonio Pkwy | Station Way – S/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 922.G6 |
| Crown Valley Pkwy | Sienna Pkwy – E/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 922.F6 |
| Crawford Canyon Rd | Pine Canyon Rd – W/B Flasher | Orange County | Orange County | Speed/RADAR | 800.F5 |
| Crawford Canyon Rd | Stoller Lane – E/B Flasher | Orange County | Orange County | Speed/RADAR | 800.F5 |
| El Toro Rd | Valley Vista Way – S/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 862.G5 |
| Gilbert St | N/O Cerritos – N/B Flasher | Orange County | Orange County | Speed/RADAR | 798.C1 |
| La Pata | Blenheim Park – N/S Flasher System | Orange County | Orange County | Driveway Warning | 952.H6 |

| | | | | | |
|------------------|---|---------------|---------------|-----------------|--------|
| Meandering Trail | Sunnyslope—S/B Flasher | Orange County | Orange County | Speed/RADAR | 922.G3 |
| Meandering Trail | Sunnyslope—N/B Flasher | Orange County | Orange County | Speed/RADAR | 922.G3 |
| Newport Blvd | Crawford Canyon Rd—S/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 800.F6 |
| Newport Blvd | Crawford Canyon Rd—N/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 800.F6 |
| Orange Park Blvd | N/O Meads—N/B Flasher | Orange County | Orange County | Speed/RADAR | 800.F1 |
| Oso Pkwy | Las Flores Elementary—E/B School Flasher | Orange County | Orange County | School/RADAR | 922.G4 |
| Oso Pkwy | Las Flores Elementary—W/B School Flasher | Orange County | Orange County | School/RADAR | 922.G3 |
| Oso Pkwy | Meandering Trail—W/B Adv. Flasher | Orange County | Orange County | School/RADAR | 922.G3 |
| Oso Pkwy | Wagon Wheel Elementary—E/B School Flasher | Orange County | Orange County | School/RADAR | 923.B4 |
| Oso Pkwy | Wagon Wheel Elementary—W/B School Flasher | Orange County | Orange County | School/RADAR | 923.B4 |
| Santiago Cyn Rd | N/B Flasher 1 | Orange County | Orange County | Speed/RADAR | 862.G3 |
| Santiago Cyn Rd | N/B Flasher 2 | Orange County | Orange County | Speed/RADAR | 832.D6 |
| Santiago Cyn Rd | N/B Flasher 3 | Orange County | Orange County | Speed/RADAR | 832.C4 |
| Santiago Cyn Rd | S/B Flasher 4 | Orange County | Orange County | Speed/RADAR | 801.D7 |
| Santiago Cyn Rd | S/B Flasher 5 | Orange County | Orange County | Speed/RADAR | 862.E1 |
| Trabuco Cyn Rd | Trabuco Oaks Dr—E/B Flasher | Orange County | Orange County | Advanced Signal | 863.B7 |
| Trabuco Cyn Rd | Trabuco Oaks Dr—W/B Flasher | Orange County | Orange County | School/RADAR | 863.B7 |
| Villa Park Rd | Hewes St—W/B Adv. Flasher | Orange County | Orange County | Advanced Signal | 800.D1 |

| FirstStreetID | SecondStreetID | Responsibility | Maintainer | TBGrid | Safety Light Qty | Safety Light Type |
|-----------------------------|---|----------------|---------------|--------|------------------|-------------------|
| MacArthur Blvd / Talbert Av | S.A. River Bridge—Hwy Lighting (4) | Orange County | Orange County | 858.H2 | 4 | HPS—Cobra |
| Antonio Pkwy | San Juan Creek Bridge—Hwy Lighting (5) | Orange County | Orange County | 952.H4 | 5 | HPS—Cobra |
| Crown Valley Pkwy | Trabuco Creek Bridge—Hwy Lighting (18) | Orange County | Orange County | 922.D7 | 18 | HPS—*Globe |
| Oso Pkwy | Trabuco Creek Bridge—Hwy Lighting (46) | Orange County | Orange County | 922.F4 | 46 | LED—4' Tubes |
| Adams Av | S.A. River Bridge—Hwy Lighting (12) | Orange County | Orange County | 858.A6 | 12 | HPS—Cobra |
| Victoria St | S.A. River Bridge—Hwy Lighting (5) | Orange County | Orange County | 888.E2 | 5 | HPS—Cobra |
| Slater Av / Segerstrom Av | S.A. River Bridge—Hwy Lighting (4) | Orange County | Orange County | 858.H2 | 4 | HPS—Cobra |
| Katella Av | Jean St / Barclay Dr—Hwy Lighting (5) | Orange County | Orange County | 798.C2 | 5 | HPS—Cobra |
| Edinger Av | Countess Dr—Huntington Harbor Bridge (5) | Orange County | Orange County | 826.J6 | 5 | LED—Cobra |
| Antonio Pkwy | Wildlife Bridge—N/O Benjamin Dr (1) | Orange County | Orange County | 922.F5 | 1 | HPS—Cobra |
| Cow Camp Rd | Canada Chiquita Bridge—W/O Chiquita Cyn (9) | Orange County | Orange County | 952.J5 | 9 | HPS—Cobra |
| Campus Dr | Airport Way to Bristol St South (12) | Orange County | Orange County | 859.F7 | 12 | HPS—Cobra |
| Lincoln Av | S.A. River Bridge—Hwy Lighting (5) | Orange County | Orange County | 769.F5 | 5 | HPS—Cobra |

| FirstStreetID | SecondStreetID | Responsibility | Maintainer | FlshrType | TBGrid |
|----------------------|--------------------------------------|----------------|---------------|-----------|--------|
| Crawford Canyon Rd | Barrett Ln—Flashing Crosswalk | Orange County | Orange County | IRWL | 800.E5 |
| Dodge Av | Whembly Dr—Flashing Crosswalk | Orange County | Orange County | IRWL | 800.E7 |
| Foothill Blvd | Old Foothill Blvd—Flashing Crosswalk | Orange County | Orange County | IRWL | 800.D7 |
| Gilbert St | Banta Av—Flashing Crosswalk | Orange County | Orange County | IRWL | 798.C2 |
| Gilbert St | Guinida Ln—Flashing Crosswalk | Orange County | Orange County | IRWL | 798.C1 |
| Hewes St | Center St—Flashing Crosswalk | Orange County | Orange County | IRWL | 800.D4 |
| Hewes St | Spaulding Av—Flashing Crosswalk | Orange County | Orange County | IRWL | 800.D7 |
| Holt Av | Vanderlip Av—Flashing Crosswalk | Orange County | Orange County | IRWL | 830.C1 |
| Meandering Trail | Grassy Knoll—Flashing Crosswalk | Orange County | Orange County | IRWL | 922.G3 |
| Prospect Av | Carlsbad Dr—Flashing Crosswalk | Orange County | Orange County | IRWL | 800.B7 |
| Rancho Santiago Blvd | Spring St—Flashing Crosswalk | Orange County | Orange County | IRWL | 800.D4 |
| Redhill Ave | Bullard Ln—Flashing Crosswalk | Orange County | Orange County | IRWL | 830.D2 |
| Sienna Pkwy | Flintridge Av—Flashing Crosswalk | Orange County | Orange County | IRWL | 922.F7 |
| Sienna Pkwy | Second St—Flashing Crosswalk | Orange County | Orange County | IRWL | 922.F7 |
| Kellogg Dr | S/O Club View Dr—Flashing Crosswalk | Orange County | Orange County | RRFB | 740.D5 |

| FirstStreetID | SecondStreetID | Responsibility | Maintainer | TBGrid |
|---------------|----------------|--------------------|---------------|--------|
| Airport Way | Cargo Way | John Wayne Airport | Orange County | 859.F6 |
| Airport Way | Lower Level 1 | John Wayne Airport | Orange County | 859.G5 |
| Airport Way | Lower Level 2 | John Wayne Airport | Orange County | 859.G5 |

| | | | | |
|--------------|----------------------|--------------------|---------------|--------|
| Airport Way | Lower Level 3 | John Wayne Airport | Orange County | 859.G5 |
| Airport Way | Lower Level 4 | John Wayne Airport | Orange County | 859.G5 |
| Airport Way | Lower Level 5 | John Wayne Airport | Orange County | 859.G5 |
| Airport Way | Lower Level 6 | John Wayne Airport | Orange County | 859.G5 |
| Airport Way | Upper Level 1 | John Wayne Airport | Orange County | 859.G5 |
| Airport Way | Upper Level 2 | John Wayne Airport | Orange County | 859.F6 |
| Airport Way | Upper Level 3 | John Wayne Airport | Orange County | 859.F6 |
| Antonio Pkwy | Avendale Blvd | Orange County | Orange County | 952.G1 |
| Antonio Pkwy | Benjamin Dr | Orange County | Orange County | 922.F5 |
| Antonio Pkwy | Covenant Hills Dr | Orange County | Orange County | 952.G3 |
| Antonio Pkwy | Cow Camp Rd | Orange County | Orange County | 952.H5 |
| Antonio Pkwy | Crown Valley Pkwy | Orange County | Orange County | 922.F6 |
| Antonio Pkwy | Meandering Trail | Orange County | Orange County | 922.G2 |
| Antonio Pkwy | Oaktree / Seacountry | Orange County | Orange County | 922.G3 |
| Antonio Pkwy | O'Neill Dr | Orange County | Orange County | 952.G2 |
| Antonio Pkwy | Oso Pkwy | Orange County | Orange County | 922.F4 |

| | | | | |
|--------------------|---------------------------|---------------|---------------|--------|
| Antonio Pkwy | Sendero Way | Orange County | Orange County | 952.H4 |
| Antonio Pkwy | Station Way | Orange County | Orange County | 922.G6 |
| Antonio Pkwy | Sweetwater / Sable | Orange County | Orange County | 922.G3 |
| Antonio Pkwy | Terrace Rd | Orange County | Orange County | 952.F1 |
| Antonio Pkwy | Windmill Av | Orange County | Orange County | 922.G7 |
| Bolsa Av | Newland St | Orange County | Orange County | 828.B3 |
| Bolsa Av | Van Buren Av | Orange County | Orange County | 828.B3 |
| Chapman Av | Nearing Dr | Orange County | Orange County | 798.A4 |
| Chapman Av | Orange Park Blvd | Orange County | Orange County | 800.F3 |
| Chiquita Canyon Rd | Airoso St | Orange County | Orange County | 951.J3 |
| Chiquita Canyon Rd | Esencia Dr | Orange County | Orange County | 951.J3 |
| Chiquita Canyon Rd | Los Patrones Pkwy—SB Ramp | Orange County | Orange County | 924.B2 |
| Chiquita Canyon Rd | Los Patrones Pkwy—NB Ramp | Orange County | Orange County | 924.B2 |
| Cow Camp Rd | Chiquita Canyon Rd | Orange County | Orange County | 952.J4 |
| Cow Camp Rd | Los Patrones Pkwy | Orange County | Orange County | 924.A4 |
| Cow Camp Rd | Esencia Dr | Orange County | Orange County | 953.A4 |

| | | | | |
|-------------------|--------------------------------|---------------|---------------|--------|
| Crown Valley Pkwy | Cecil Pasture / Sports Park | Orange County | Orange County | 922.D7 |
| Crown Valley Pkwy | O'Neill Dr | Orange County | Orange County | 922.E6 |
| Crown Valley Pkwy | Sienna Pkwy | Orange County | Orange County | 922.F6 |
| El Toro Rd | Valley Vista Way | Orange County | Orange County | 862.G5 |
| Esperanza Rd | Fairlynn Blvd | Orange County | Orange County | 770.F1 |
| Fairhaven Av | Esplanade/Eton | Orange County | Orange County | 800.C6 |
| Fairhaven Av | Prospect Av | Orange County | Orange County | 800.B6 |
| Fairhaven Av | Yorba St | Orange County | Orange County | 800.A6 |
| Gilbert Av | Cerritos St | Orange County | Orange County | 798.C1 |
| Gilbert St | Chanticleer Rd | Orange County | Orange County | 798.C1 |
| Hewes St | Spring St | Orange County | Orange County | 800.D4 |
| Katella Av | Garza Av | Orange County | Orange County | 798.C2 |
| La Pata Av | Stallion Ridge (Vista Montana) | Orange County | Orange County | 972.H1 |
| Lincoln Av | Batavia St | Orange County | Orange County | 769.F5 |
| Newland St | Hazard Av | Orange County | Orange County | 828.B2 |
| Newland St | Madison Av | Orange County | Orange County | 828.B3 |

| | | | | |
|----------------|---------------------------------|---------------|---------------|--------|
| Newport Blvd | Cowan Heights Dr / Rockhurst Av | Orange County | Orange County | 800.F6 |
| Newport Blvd | Crawford Canyon Rd | Orange County | Orange County | 800.F6 |
| Newport Blvd | Dodge Av | Orange County | Orange County | 800.E7 |
| Newport Blvd | Foothill Blvd | Orange County | Orange County | 800.E7 |
| Newport Blvd | La Colina Dr | Orange County | Orange County | 830.D2 |
| Newport Blvd | La Loma Dr | Orange County | Orange County | 800.E7 |
| O'Neill Dr | Cecil Pasture Rd | Orange County | Orange County | 922.E7 |
| Oso Pkwy | Altura | Orange County | Orange County | 923.A3 |
| Oso Pkwy | Bridle Path | Orange County | Orange County | 923.B4 |
| Oso Pkwy | Meandering Trail | Orange County | Orange County | 922.G3 |
| Oso Pkwy | Morning Trail | Orange County | Orange County | 922.G5 |
| Oso Pkwy | Plaza Entrance | Orange County | Orange County | 922.F4 |
| Santa Ana Av | Mesa Dr | Orange County | Orange County | 889.D1 |
| Seventeenth St | Esplanade Av / Carriage Ln | Orange County | Orange County | 830.C1 |
| Seventeenth St | Hewes St | Orange County | Orange County | 830.D1 |
| Seventeenth St | Holt Av | Orange County | Orange County | 830.C1 |
| Seventeenth St | Newport Blvd / El Camino | Orange County | Orange County | 830.D1 |

| | | | | |
|----------------|----------------------------|---------------|---------------|--------|
| Seventeenth St | Prospect Av / Laurinda Way | Orange County | Orange County | 830.B1 |
| Villa Park Rd | Hewes St | Orange County | Orange County | 800.D1 |

| First Street | Second Street | Responsibility | Maintainer | Traffic Device | TG Page Grid |
|--------------|----------------------|--------------------|---------------|----------------|--------------|
| Airport Way | Cargo Way | John Wayne Airport | Orange County | Traffic Signal | 859.F6 |
| Airport Way | Lower Level 1 | John Wayne Airport | Orange County | Traffic Signal | 859.G5 |
| Airport Way | Lower Level 2 | John Wayne Airport | Orange County | Traffic Signal | 859.G5 |
| Airport Way | Lower Level 3 | John Wayne Airport | Orange County | Traffic Signal | 859.G5 |
| Airport Way | Lower Level 4 | John Wayne Airport | Orange County | Traffic Signal | 859.G5 |
| Airport Way | Lower Level 5 | John Wayne Airport | Orange County | Traffic Signal | 859.G5 |
| Airport Way | Lower Level 6 | John Wayne Airport | Orange County | Traffic Signal | 859.F6 |
| Airport Way | Lower Level 7 | John Wayne Airport | Orange County | Traffic Signal | 859.F6 |
| Airport Way | Upper Level 1 | John Wayne Airport | Orange County | Traffic Signal | 859.G5 |
| Airport Way | Upper Level 2 | John Wayne Airport | Orange County | Traffic Signal | 859.G5 |
| Airport Way | Upper Level 3 | John Wayne Airport | Orange County | Traffic Signal | 859.G5 |
| Antonio Pkwy | Avendale Blvd | Orange County | Orange County | Traffic Signal | 952.G1 |
| Antonio Pkwy | Benjamin Dr | Orange County | Orange County | Traffic Signal | 922.F5 |
| Antonio Pkwy | Covenant Hills Dr | Orange County | Orange County | Traffic Signal | 952.G3 |
| Antonio Pkwy | Cow Camp Rd | Orange County | Orange County | Traffic Signal | 952.H5 |
| Antonio Pkwy | Crown Valley Pkwy | Orange County | Orange County | Traffic Signal | 922.F6 |
| Antonio Pkwy | Meandering Trail | Orange County | Orange County | Traffic Signal | 922.G2 |
| Antonio Pkwy | Oaktree / Seacountry | Orange County | Orange County | Traffic Signal | 922.G3 |
| Antonio Pkwy | O'Neill Dr | Orange County | Orange County | Traffic Signal | 952.G2 |

| First Street | Second Street | Responsibility | Maintainer | Traffic Device | TG Page Grid |
|------------------------------|--------------------------------|----------------|---------------|----------------|--------------|
| Antonio Pkwy | Oso Pkwy | Orange County | Orange County | Traffic Signal | 922.F4 |
| Antonio Pkwy | Sendero Way | Orange County | Orange County | Traffic Signal | 952.H4 |
| Antonio Pkwy | Station Way | Orange County | Orange County | Traffic Signal | 922.G6 |
| Antonio Pkwy | Sweetwater / Sable | Orange County | Orange County | Traffic Signal | 922.G3 |
| Antonio Pkwy | Terrace Rd | Orange County | Orange County | Traffic Signal | 952.F1 |
| Antonio Pkwy | Windmill Av | Orange County | Orange County | Traffic Signal | 922.F7 |
| Avenida La Pata (La Pata Av) | Stallion Ridge (Vista Montana) | Orange County | Orange County | Traffic Signal | 972.H1 |
| Bolsa Av | Newland St | Orange County | Orange County | Traffic Signal | 828.B3 |
| Bolsa Av | Van Buren Av | Orange County | Orange County | Traffic Signal | 828.B3 |
| Chapman Av | Nearing Dr | Orange County | Orange County | Traffic Signal | 798.A4 |
| Chapman Av | Orange Park Blvd | Orange County | Orange County | Traffic Signal | 800.F3 |
| Chiquita Canyon Dr | Airoso St | Orange County | Orange County | Traffic Signal | 951.J3 |
| Chiquita Canyon Dr | Esencia Dr | Orange County | Orange County | Traffic Signal | 951.J3 |
| Chiquita Canyon Dr | Los Patrones Pkwy - NB Ramp | Orange County | Orange County | Traffic Signal | 924.B2 |
| Chiquita Canyon Dr | Los Patrones Pkwy - SB Ramp | Orange County | Orange County | Traffic Signal | 924.B2 |
| Cow Camp Rd | Chiquita Canyon Dr | Orange County | Orange County | Traffic Signal | 952.J4 |
| Cow Camp Rd | Esencia Dr | Orange County | Orange County | Traffic Signal | 953.A4 |
| Cow Camp Rd | Los Patrones Pkwy | Orange County | Orange County | Traffic Signal | 924.A4 |
| Crown Valley Pkwy | Cecil Pasture Rd / Sports Park | Orange County | Orange County | Traffic Signal | 922.D7 |
| Crown Valley Pkwy | O'Neill Dr | Orange County | Orange County | Traffic Signal | 922.E6 |
| Crown Valley Pkwy | Sienna Pkwy | Orange County | Orange County | Traffic Signal | 922.F6 |
| Dana Point Harbor Dr | Casitas Pl | Orange County | Orange County | Traffic Signal | 971.H7 |
| El Toro Rd | Valley Vista Way | Orange County | Orange County | Traffic Signal | 862.G5 |
| Esperanza Rd | Fairlynn Blvd | Orange County | Orange County | Traffic Signal | 770.F1 |
| Fairhaven Av | Esplanade Av / Eton Pl | Orange County | Orange County | Traffic Signal | 800.C6 |
| Fairhaven Av | Prospect Av | Orange County | Orange County | Traffic Signal | 800.B6 |
| Fairhaven Av | Yorba St | Orange County | Orange County | Traffic Signal | 800.A6 |
| Gilbert Av | Cerritos Av | Orange County | Orange County | Traffic Signal | 798.C1 |

| First Street | Second Street | Responsibility | Maintainer | Traffic Device | TG Page Grid |
|----------------|---------------------------------|----------------|---------------|----------------|--------------|
| Gilbert St | Chanticleer Rd | Orange County | Orange County | Traffic Signal | 798.C1 |
| Hewes St | Spring St | Orange County | Orange County | Traffic Signal | 800.D4 |
| Katella Av | Garza Av | Orange County | Orange County | Traffic Signal | 798.C2 |
| Lincoln Av | Batavia St | Orange County | Orange County | Traffic Signal | 769.F5 |
| Newland St | Hazard Av | Orange County | Orange County | Traffic Signal | 828.B2 |
| Newland St | Madison Av | Orange County | Orange County | Traffic Signal | 828.B3 |
| Newport Av | Dodge Av | Orange County | Orange County | Traffic Signal | 800.E7 |
| Newport Av | Foothill Blvd | Orange County | Orange County | Traffic Signal | 800.E7 |
| Newport Av | La Colina Dr | Orange County | Orange County | Traffic Signal | 830.D2 |
| Newport Av | La Loma Dr | Orange County | Orange County | Traffic Signal | 800.E7 |
| Newport Blvd | Cowan Heights Dr / Rockhurst Av | Orange County | Orange County | Traffic Signal | 800.F6 |
| Newport Blvd | Crawford Canyon Rd | Orange County | Orange County | Traffic Signal | 800.F6 |
| O'Neill Dr | Cecil Pasture Rd | Orange County | Orange County | Traffic Signal | 922.E7 |
| Oso Pkwy | Altura | Orange County | Orange County | Traffic Signal | 923.A3 |
| Oso Pkwy | Bridle Path | Orange County | Orange County | Traffic Signal | 923.B4 |
| Oso Pkwy | Meandering Trail | Orange County | Orange County | Traffic Signal | 922.G3 |
| Oso Pkwy | Morning Trail | Orange County | Orange County | Traffic Signal | 922.G5 |
| Oso Pkwy | Plaza Entrance | Orange County | Orange County | Traffic Signal | 922.F4 |
| Santa Ana Av | Mesa Dr | Orange County | Orange County | Traffic Signal | 889.D1 |
| Seventeenth St | Esplanade Av / Carriage Ln | Orange County | Orange County | Traffic Signal | 830.C1 |
| Seventeenth St | Hewes Av | Orange County | Orange County | Traffic Signal | 830.D1 |
| Seventeenth St | Holt Av | Orange County | Orange County | Traffic Signal | 830.C1 |
| Seventeenth St | Newport Av / El Camino Ln | Orange County | Orange County | Traffic Signal | 830.D1 |
| Seventeenth St | Prospect Av / Laurinda Way | Orange County | Orange County | Traffic Signal | 830.B1 |
| Villa Park Rd | Hewes St | Orange County | Orange County | Traffic Signal | 800.D1 |

| First Street | Second Street | Responsibility | Maintainer | Traffic Device | Type | TG Page Grid |
|------------------------------|-----------------------------|----------------|---------------|----------------|------------------|--------------|
| Antonio Pkwy | Benjamin Dr - N/B | Orange County | Orange County | Flasher | Advanced Signal | 922.F5 |
| Antonio Pkwy | Covenant Hills Dr - N/B | Orange County | Orange County | Flasher | Advanced Signal | 952.G3 |
| Antonio Pkwy | Cow Camp Rd - N/B | Orange County | Orange County | Flasher | Advanced Signal | 952.H5 |
| Antonio Pkwy | Las Flores Elementary - N/B | Orange County | Orange County | Flasher | School/RADAR | 922.G3 |
| Antonio Pkwy | Las Flores Elementary - S/B | Orange County | Orange County | Flasher | School/RADAR | 922.G3 |
| Antonio Pkwy | Sendero - S/B | Orange County | Orange County | Flasher | Advanced Signal | 952.H4 |
| Antonio Pkwy | Station Way - S/B | Orange County | Orange County | Flasher | Advanced Signal | 922.G6 |
| Avenida La Pata (La Pata Av) | RMV Riding Park - N/S | Orange County | Orange County | Flasher | Driveway Warning | 952.H6 |
| Benjamin Dr | Antonio Pkwy - S/B | Orange County | Orange County | Flasher | Speed/RADAR | 922.F5 |
| Crawford Canyon Rd | Pine Canyon Rd - W/B | Orange County | Orange County | Flasher | Speed/RADAR | 800.F5 |
| Crawford Canyon Rd | Stoller Lane - E/B | Orange County | Orange County | Flasher | Speed/RADAR | 800.F5 |
| Crown Valley Pkwy | Sienna Pkwy - E/B | Orange County | Orange County | Flasher | Advanced Signal | 922.F6 |
| El Toro Rd | Valley Vista Way - S/B | Orange County | Orange County | Flasher | Advanced Signal | 862.G5 |

| First Street | Second Street | Responsibility | Maintainer | Traffic Device | Type | TG Page Grid |
|-------------------|-----------------------------|----------------|---------------|----------------|-----------------|--------------|
| Gilbert St | N/O Cerritos - N/B | Orange County | Orange County | Flasher | Speed/RADAR | 798.C1 |
| Los Patrones Pkwy | Cow Camp Rd - S/B | Orange County | Orange County | Flasher | Advanced Signal | 953.B4 |
| Meandering Trail | Sunny Slope - N/B | Orange County | Orange County | Flasher | Speed/RADAR | 922.G3 |
| Newport Blvd | Cowan Heights Dr - S/B | Orange County | Orange County | Flasher | Advanced Signal | 800.G6 |
| Newport Blvd | Crawford Canyon Rd - S/B | Orange County | Orange County | Flasher | Advanced Signal | 800.F6 |
| Newport Blvd | Crawford Canyon Rd- N/B | Orange County | Orange County | Flasher | Advanced Signal | 800.F6 |
| Orange Park Blvd | N/O Meads - N/B | Orange County | Orange County | Flasher | Speed/RADAR | 800.F1 |
| Oso Pkwy | Las Flores Elementary - E/B | Orange County | Orange County | Flasher | School/RADAR | 922.G5 |
| Oso Pkwy | Las Flores Elementary - W/B | Orange County | Orange County | Flasher | School/RADAR | 922.G5 |
| Oso Pkwy | Meandering Trail - W/B | Orange County | Orange County | Flasher | Advanced Signal | 922.H3 |
| Oso Pkwy | Wagon Wheel Elemetary - E/B | Orange County | Orange County | Flasher | School/RADAR | 923.B4 |
| Oso Pkwy | Wagon Wheel Elemetary - W/B | Orange County | Orange County | Flasher | School/RADAR | 923.B4 |
| Santiago Cyn Rd | N/O Modjeska Cyn Rd - N/B | Orange County | Orange County | Flasher | Speed/RADAR | 832.D6 |
| Santiago Cyn Rd | N/O Williams Cyn Rd - N/B | Orange County | Orange County | Flasher | Speed/RADAR | 832.C4 |

| First Street | Second Street | Responsibility | Maintainer | Traffic Device | Type | TG Page Grid |
|-----------------|-----------------------------|----------------|---------------|----------------|-------------------|--------------|
| Santiago Cyn Rd | S/O Bolero Lookout Rd - S/B | Orange County | Orange County | Flasher | Speed/RADAR | 862.E1 |
| Santiago Cyn Rd | S/O Crystal Cyn Rd - N/B | Orange County | Orange County | Flasher | Speed/RADAR | 862.G3 |
| Santiago Cyn Rd | S/O Loma Ridge Rd - S/B | Orange County | Orange County | Flasher | Speed/RADAR | 801.C6 |
| Trabuco Cyn Rd | Trabuco Oaks Dr - E/B | Orange County | Orange County | Flasher | School Xing Ahead | 863.B7 |
| Trabuco Cyn Rd | Trabuco Oaks Dr - W/B | Orange County | Orange County | Flasher | School Xing Ahead | 863.B7 |
| Villa Park Rd | Hewes St - W/B | Orange County | Orange County | Flasher | Advanced Signal | 800.D1 |

| First Street | Second Street | Responsibility | Maintainer | Traffic Device | Type | TG Page Grid |
|--------------------|-------------------|----------------|---------------|--------------------|------|--------------|
| Crawford Canyon Rd | Barrett Ln | Orange County | Orange County | Flashing Crosswalk | IRWL | 800.E5 |
| Dodge Av | Whembly Dr | Orange County | Orange County | Flashing Crosswalk | IRWL | 800.E7 |
| Fairlynn Blvd | Oakvale Dr | Orange County | Orange County | Flashing Crosswalk | RRFB | 740.F7 |
| Foothill Blvd | Old Foothill Blvd | Orange County | Orange County | Flashing Crosswalk | IRWL | 800.D7 |
| Gilbert St | Banta Av | Orange County | Orange County | Flashing Crosswalk | IRWL | 798.C2 |
| Gilbert St | Guinida Ln | Orange County | Orange County | Flashing Crosswalk | IRWL | 798.C1 |

| First Street | Second Street | Responsibility | Maintainer | Traffic Device | Type | TG Page Grid |
|----------------------|--------------------|----------------|---------------|--------------------|------|--------------|
| Hewes Ave | Spaulding Av | Orange County | Orange County | Flashing Crosswalk | IRWL | 800.D6 |
| Hewes St | Center St | Orange County | Orange County | Flashing Crosswalk | RRFB | 800.D4 |
| Holt Av | Vanderlip Av | Orange County | Orange County | Flashing Crosswalk | IRWL | 830.C1 |
| Kellogg Dr | Club View Dr - N/S | Orange County | Orange County | Flashing Crosswalk | RRFB | 740.D5 |
| Meandering Trail | Grassy Knoll Ln | Orange County | Orange County | Flashing Crosswalk | IRWL | 922.G3 |
| Prospect Av | Carlsbad Dr | Orange County | Orange County | Flashing Crosswalk | IRWL | 800.B7 |
| Rancho Santiago Blvd | Spring St | Orange County | Orange County | Flashing Crosswalk | IRWL | 800.D4 |
| Red Hill Ave | Bullard Ln | Orange County | Orange County | Flashing Crosswalk | IRWL | 830.D2 |
| Sienna Pkwy | Flintridge Av | Orange County | Orange County | Flashing Crosswalk | IRWL | 922.F7 |
| Sienna Pkwy | Second St | Orange County | Orange County | Flashing Crosswalk | IRWL | 922.F7 |

| First Street | Second Street | Responsibility | Maintainer | Traffic Device | Safety Light Qty | Safety Light Type | TG Page Grid |
|-----------------------------|--|----------------|---------------|------------------|------------------|-------------------|--------------|
| Adams Av | S.A. River Bridge | Orange County | Orange County | Highway Lighting | 12 | HPS - Cobra | 858.A6 |
| Antonio Pkwy | San Juan Creek Bridge | Orange County | Orange County | Highway Lighting | 5 | HPS - Cobra | 952.H4 |
| Antonio Pkwy | Wildlife Bridge - N/O Benjamin Dr | Orange County | Orange County | Highway Lighting | 1 | HPS - Cobra | 922.F5 |
| Campus Dr | Airport Way to Bristol St South | Orange County | Orange County | Highway Lighting | 12 | HPS - Cobra | 859.F7 |
| Cow Camp Rd | Canada Chiquita Bridge - W/O Chiquita Cyn Dr | Orange County | Orange County | Highway Lighting | 9 | HPS - Cobra | 952.J5 |
| Crown Valley Pkwy | Trabuco Creek Bridge | Orange County | Orange County | Highway Lighting | 18 | HPS - *Globe | 922.D7 |
| Edinger Av | Countess Dr - Bolsa Chica Channel Bridge | Orange County | Orange County | Highway Lighting | 5 | LED - Cobra | 826.J6 |
| Katella Av | Jean St / Barclay Dr | Orange County | Orange County | Highway Lighting | 5 | HPS - Cobra | 798.C2 |
| Lincoln Av | S.A. River Bridge | Orange County | Orange County | Highway Lighting | 5 | HPS - Cobra | 769.F5 |
| Oso Pkwy | Trabuco Creek Bridge | Orange County | Orange County | Highway Lighting | 46 | LED - 4' Tubes | 922.F4 |
| Slater Av / Segerstrom Av | S.A. River Bridge | Orange County | Orange County | Highway Lighting | 4 | HPS - Cobra | 858.H2 |
| Talbert Av / MacArthur Blvd | S.A. River Bridge | Orange County | Orange County | Highway Lighting | 4 | HPS - Cobra | 858.H2 |
| Victoria St | S.A. River Bridge | Orange County | Orange County | Highway Lighting | 5 | HPS -Cobra | 888.E2 |



Intersection I.D. # _____

Cab Corner _____

_____ @ _____
 NORTH/SOUTH STREET EAST/WEST STREET

RECORD INFORMATION LEGIBLY IN CHRONOLOGIC ORDER - USE N/S/E/W REFERENCES - *TIMES MUST CORRESPOND WITH ADMINISTRATIVE REPORTS AND BILLING

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INTERSECTION LOG SHEET (SIDE TWO)

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[illegible]

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