



## Item No. 13 Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT AGENDA**

**TO: HONORABLE MAYOR AND CITY COUNCIL  
GEORGE RODERICKS, CITY MANAGER**

**FROM: MICHAEL KASHIWAGI  
COMMUNITY SERVICES DIRECTOR**

**DATE: OCTOBER 16, 2013**

**SUBJECT: APPROVAL OF AGREEMENT WITH CAL-WEST LIGHTING  
AND SIGNAL MAINTENANCE FOR TRAFFIC SIGNAL &  
STREET LIGHT MAINTENANCE**

#### **RECOMMENDATION**

1. Authorize the City Manager to execute an agreement for traffic signal and street light services with Cal-West Lighting and Signal Maintenance in the amount of \$24,890 for annual maintenance in FY 2013-14.
2. Authorize the City Manager to execute up to two annual renewals of the agreement, through June 30, 2016.

#### **BACKGROUND**

Atherton maintains three traffic signals, two lighted pedestrian crosswalks and approximately 225 street lights. Currently, the Town utilizes the services of Siemens Corporation to maintain signals and street lights. Siemens Corporation purchased Republic ITS in 2009 and assumed their contract. The contract has not been bid in some time but has continued on a month-by-month basis. The quality of service has been good and Siemens has been very cooperative in performing diagnostic services and in making repairs. Siemens has performed repairs on both signals and street lights, upon request, at an hourly rate of \$140 for an electrician plus maintenance truck. Siemens has maintained the three signals which the Town is responsible for on Middlefield Road at Oak Grove Avenue, Marsh Road and at the entrance to Encinal School. Their rate for monthly maintenance of three traffic signals and one crosswalk is \$364. They have not maintained the second lighted pedestrian crosswalk since it is still under warranty.

The City of Menlo Park issued a Request for Bids (RFB) in 2011 for traffic signal and street light maintenance. They received three bids and selected the lowest bid from Cal-West Lighting and Signal Maintenance. Republic ITS (now Siemens) bid price was 17% higher. In the interest of fostering regional cooperation, Menlo Park has offered to allow Atherton to utilize its contract

with Cal-West, and Cal-West has agreed to allow Atherton to “piggy-back” on its bid to Menlo Park by offering the same rates to Atherton.

## **FINDINGS**

Staff initiated discussions with nearby jurisdictions in anticipation of developing an RFB. The City of Menlo Park suggested that its vendor could provide services to Atherton at an advantageous cost. Atherton will save the cost of preparing, issuing, evaluating and contracting with a vendor through use of the piggyback purchasing provisions contained in the Municipal Code, Section 3.16.140e. Menlo Park originally awarded a contract to Cal-West on September 13, 2011 and recently renewed it for another year on August 16, 2013. Two more annual renewals are permitted in the Cal-West agreement through June 30, 2016.

Pursuant to the provisions of the Municipal Code, Atherton will enter into its own agreement with Cal-West. The Town will be invoiced directly and will receive its own monthly report of maintenance and repair activities. The agreement will cover maintenance of three traffic signals and the one lighted pedestrian crosswalk no longer under warranty. The second crosswalk will be added when its warranty expires.

In addition to the maintenance of the signals and lighted crosswalks, Cal-West will be under contract to perform street lighting and other electrical work, including diagnosis and repair. Currently, the Town contracts on an as-needed basis with Siemens for electrical work and with various other vendors for repairs, depending on the nature of the work. Because Cal-West specializes in lighting and signal work, it has access to vendors who can supply or manufacture the specialized replacement parts required for the various types of fixtures in Atherton. Table A shows the cost comparison between the cost of continuing to use the current contractor, Siemens, and the lowest cost contractor selected by Menlo Park based on competitive bid. Cal-West will perform monthly maintenance for the fixed price per the bid, and all other work on a time and materials basis, subject to written direction from the Town.

## **FISCAL IMPACT**

Based on bid prices, staff proposes to contract for monthly service at \$55 per location/month, plus materials (at cost plus 10%), emergency signal services, on-call street lighting services, several backlogged street light pole installations and USA locating services, for a total of \$24,890. In 2013-14, more lighting repair will be performed to address unmet needs. The 2013-14 Operating Budget includes \$25,000 from the General Fund for traffic signal and street light maintenance and repair. The contractor has waived 5% COLA adjustments from 2011 through 2013 allowed per the bid.

## **ATTACHMENTS**

1. Contractor Cost Comparison
2. Professional Services Agreement with Cal-West Lighting and Signal Maintenance, Inc.

TABLE A  
 CONTRACTOR COST COMPARISON

Task	Annual Quantity	Siemens cost/unit	Siemens	Cal-West cost/unit	Cal-West
Traffic Signal Maintenance/year	3	\$1,256	\$ 3,768	\$660	\$1,980
Materials (estimate)	N.A.	Cost +10%	\$1,100	N.A.	\$1,100
Lighted Crosswalk Maintenance/year	1	\$ 600	\$ 600	\$660	\$ 660
Signal/Lighting Technician/hour	150	\$ 106	\$15,900	\$ 90	\$13,500
Pick-up Truck/hour	40	N.A.	N.A.	\$ 0	\$ 0
Service Truck hour	60	\$ 34	\$ 2,040	\$ 25	\$1,500
Underground Service Alert/5 calls	5	\$140	\$ 700	\$ 70	\$ 350
Light pole installation (2013-14 only)	2	\$3,400 (est.)	\$6,800	\$2,900 (est.)	\$5,800
<b>TOTAL</b>			<b>\$30,908</b>		<b>\$24,890</b>



**Cal-West**  
Lighting & Signal Maintenance

September 9, 2013

Attn: Gordon Siebert  
Town of Atherton  
93 Station Lane  
Atherton, CA 94027

Dear Sirs,

I am pleased to have this opportunity to introduce you to Cal-West Lighting and Signal Maintenance, Inc. Cal-West agrees to furnish all labor, tools and equipment, and materials necessary to perform services needed to properly maintain the Traffic Signals and Lighted Crosswalks owned by the Town of Atherton in accordance within the Scope of Work.

**1. PROFILE OF CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.**

Cal-West Lighting and Signal Maintenance, Inc. is a rapidly growing and recognized maintenance provider. Having been in business since 2004, we provide a new avenue for your Traffic Signal and Street-Lighting needs. Cal-West is a licensed and bonded, full service Electrical Contractor possessing a California C-10 Electrical Contractors License # 847901. Our staff has over 100 years of combined field and troubleshooting experience in all phases of electrical power as Journeymen Electricians. In addition we specialize in Street-Lighting and Traffic Signal construction, maintenance, service, and repair. We also have the knowledge, experience, and resources to accomplish virtually any electrical project.

We have the ability to respond to any emergency situation involving Traffic Signals and/or Street-Lighting by maintaining a vast common stock of materials/equipment and having on-call personnel and vehicles available 24 hours a day, 365 days a year.

All estimating and planning is performed in-house. We can analyze the size and scope of your needs, present a flexible future-oriented solution, and recommend alternative measures to implement or increase cost efficiency without affecting quality.

At Cal-West Lighting and Signal Maintenance Inc., we set our standards high. Our goal is to achieve solutions with skill and integrity while striving to serve our customers to their satisfaction. The result will be a quality job, on time and on budget.

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PO Box 612035 ♦ San Jose, CA 95161-2035  
Phone: (408) 923-1313 ♦ Fax: (408) 923-1115 ♦ License No. 847901

## **1. PROFILE OF CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC. (continued)**

### **CONTACT PERSON REGARDING THIS PROPOSAL SHALL BE ADDRESSED TO:**

Craig H. Geis, Jr.  
President  
Cal-West Lighting & Signal Maintenance, Inc.  
530 N. Marburg Way  
San Jose, CA 95133

408-923-1313 office  
408-923-1115 fax  
408-640-7796 mobile  
cgeis@calwestlighting.com

Sincerely,

Craig H. Geis, Jr.  
President

## **2. QUALIFICATIONS OF CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.**

Cal-West has consistently signed contracts with Cities since the start-up of the Company in 2004. To present day, Cal-West has not lost an account and currently performs maintenance services for all of the same Cities.

With every passing year performing Traffic Signal & Street-Light maintenance services under written contract our recognition and volume of work has increased by at least 20% per each year. Presently we are working in over forty five (45) Cities throughout the Bay Area supplying complete electrical services as well as performing additional maintenance services for several large Property Management firms and subcontracting Commercial and Industrial electrical work for multiple large General Contractors.

Cal-West has completed over 400 jobs last year outside-of and in-addition-to our annual Traffic Signal & Street-Lighting Maintenance Contracts. We currently have ongoing jobs working with the Cities, Towns, and Municipalities involving Government funding, Grants, and Stimulus funding.

Cal-West is currently a subcontractor of, and working for, PG&E supplying back-up support for Electrical Services to include Street-Light Outages and Underground Electrical Troubleshooting and repairs as well as retrofitting and installing tens of thousands of LED street-lights throughout Central and Northern California.

Cal-West is a licensed and bonded, full service Electrical Contractor possessing a California C-10 Electrical Contractors License # 847901 in good standing.

- All Cal-West Traffic Signal Technicians are at a minimum Level-II or Level-III IMSA Certified.
- All Cal-West Traffic Signal Technicians are Union and State Certified Journeyman Electricians.
- All Cal-West Traffic Signal Technicians have a minimum of Fifteen to Twenty years experience.
- Cal-West only offers the highest level of Quality and Trouble-Shooting Experience to the Cities we maintain.
- Cal-West does not employ apprentices of any kind at this time.

**Cal-West is a Union Contractor, is signatory to the local Electrical IBEW and Labor Unions throughout the Bay Area, and pays prevailing wage rates as per the Department of Industrial Relations.**

## **2. QUALIFICATIONS OF KEY PERSONNEL:**

### ***CRAIG GEIS – Owner/President/CEO***

- Over 18 years of experience Constructing, Inspecting, Maintaining, Repairing, and Modifying Street-Lighting and Traffic Signals for multiple Counties, Cities, and Towns synonymously throughout the Bay Area.
- Over 16 years experience ranging from Foreman to Senior Electrician/Regional Foreman, running multiple crews and jobs from the Golden Gate to Monterey County, with approx 11 years as the Office/Regional Manager, overseeing all personnel and all work performed along with being the Liaison to the Cities and towns.
- This experience covers Street-Lighting and Traffic Signal construction, inspection, maintenance, service and repair, running emergency calls and making any necessary modifications as requested by the City.
  - 22 years experience as journeyman electrician
  - 18 years experience in street-light, traffic signals
  - 4 years experience in burglar/fire alarms, CCTV, and card access systems
  - 7 years experience as an Army Aviation Crew-Chief with Military Leadership and training
  - Certified IMSA Work Zone Safety and Level II Traffic Signal Electrician since 1996
  - Certified Trenching and Shoring since 1999
  - Experience troubleshooting and modifying TS1, TS2-1, TS2-2 and 332 Cabinets
  - Experience with 170, and NEMA controllers
  - VTA certified
  - TSA Member

### ***DAVID FANUCCHI – Project Manager***

- Over 18 years of experience Constructing, Inspecting, Maintaining, Repairing, and Modifying Street-Lighting and Traffic Signals for multiple Counties, Cities, and Towns throughout Northern California.
- Experienced background ranges from Estimating to Project Manager, running multiple crews and jobs from the Golden Gate to San Luis Obispo County, with approximately 3 years as an Operations Manager, overseeing all personnel and all work performed along with being the Liaison to the State of California, Counties, Cities and Towns.
- This experience covers Street-Lighting and Traffic Signal and Electrical Infrastructure construction, inspection, maintenance, service and repair, running emergency calls and making any necessary modifications as requested by the City.
  - 18 years experience in street-light, traffic signals, above and underground electrical systems and construction
  - 18 years Estimating Electrical Construction projects and service maintenance repairs
  - 5 plus years in Electrical Material Distribution products and services and consultation experience
  - 3 years Managing Traffic Signal and Street Lighting Maintenance Service Contracts
  - 18 years managing diverse project and purchasing teams in all phases of critical path schedule construction projects
  - 4 years purchasing and management experience in inside building electrical systems components and infrastructure projects and services
  - 4 years purchasing and management experience with Fire & Security systems components and infrastructure projects and services
  - 4 years purchasing and management experience with Fiber & Copper Communications & Data systems components and infrastructure projects and services
  - Project Management Institute, San Francisco Bay Area Chapter (PMI-SFBAC) Member

## **2. QUALIFICATIONS OF KEY PERSONNEL (continued)**

### **CARLOS SEGURA – Regional Superintendent - Sr. Traffic Signal Technician/Electrician Traffic Systems Modifications Specialist (North Bay, Peninsula)**

- Over 17 years of experience constructing, inspecting, maintaining, repairing, and modifying Street-Lighting and Traffic Signals for multiple Counties, Cities and Towns synonymously throughout the Bay Area to include Lab testing, troubleshooting, and repairing Nema and Non-Nema Controllers, Load Switches, Flashers, Audible Peds, as well as testing, repairing, and modifying various types of Traffic Signal and related Controller Cabinets.
- Over 2 years of Lab experience in testing, troubleshooting, repairing, and re-calibration of test equipment such as DMMS, Oscilloscopes, and Spectrum Analysis.
- This experience covers Street-Lighting and Traffic Signal construction, inspection, maintenance, service and repair, running emergency calls and making any necessary modifications as requested by the City.
  - AS Degree in Electronics
  - 17 years experience in electronics
  - 16 years experience in traffic signals
  - 2 years experience in metrology
  - 6 years experience installing electronic systems & modifying cabinets thru Synchronex, Inc.

#### **Certifications:**

- Union / State Certified Electrician
- IMSA Work Zone Safety and Level III Traffic Signal Technician/Electrician
- Iteris Video Installation and Troubleshooting
- Clary Battery Back-up Installation and Troubleshooting
- Eagle Traffic Systems Installation and Troubleshooting

#### **Experience in:**

- The design and production of NEMA traffic signal cabinets
- Testing, troubleshooting, repairing, and modifying TS1, TS2-1, TS2-2, 332, and ATMS cabinets
- Testing, troubleshooting, and repairing to component level 170, 170E, 820, 390, 390CJ, 901, 911, controllers
- Lab testing and programming of traffic controllers: IDC, Econolite, Eagle, Naztec, 2070, Bi-Trans software
- Installation, testing, and troubleshooting of emergency response systems from 3M, Tomar, and Emtrac
- Installation, testing, and troubleshooting of Copper, Ethernet, Fiber, and wireless communication systems
- Installation and troubleshooting of Myers Battery Back-up Systems



## **2. QUALIFICATIONS OF KEY PERSONNEL (continued)**

### **GEORGE SANDMAN – Regional Superintendent - Sr. Traffic Signal Technician/Electrician Traffic Systems Modifications Specialist (South Bay, Central Coast)**

- Over 23 years of experience constructing, inspecting, maintaining, repairing and modifying Street-Lighting and Traffic Signals for multiple Counties, Cities and Towns synonymously throughout the Bay Area.
- Over 18 years experience as Lead Tech/foreman, running multiple crews, with approx 7 years as the Senior Traffic Signal Technician/Regional Foreman/Superintendent.
- This experience covers Street-Lighting and Traffic Signal construction, inspection, maintenance service and repair, running emergency calls and making any necessary modifications as requested by the City.
  - AS Degree in Electronics
  - Union / State Certified Electrician
  - 34 years experience in electronics
  - 23 years experience in Street-Lighting and Traffic Signals
  - Certification in assembly and repair from McDonnell Douglas
  - Experience troubleshooting and modifying TS1, TS2-1, TS2-2 and 332 Cabinets
  - Experience with all 170, 2070 and NEMA controllers
  - Eagle controller training
  - Certified IMSA Work Zone Safety
  - Naztec TS2 Controller training
  - Odetics Camera training
  - Microprocessor training from Lab-Volt
  - Fiber Optics training from Lab-Volt
  - 4 years experience designing educational electronic kits
  - VTA certified
  - TSA Member
  - Licensed Pilot

### **Communications and Contact Information:**

Cal-West Lighting and Signal Maintenance Inc  
PO Box 612035  
San Jose, CA 95161-2035

Toll Free # 888-CWLS-INC (295-7462)  
Office # 408-923-1313  
Fax # 408-923-1115

Craig Geis E-Mail <a href="mailto:CGeis@calwestlighting.com">CGeis@calwestlighting.com</a> Cell # 408-640-7796	George Sandman E-Mail <a href="mailto:GSandman@calwestlighting.com">GSandman@calwestlighting.com</a> Cell # 408-640-7865
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David Fanucchi E-Mail <a href="mailto:Dave@calwestlighting.com">Dave@calwestlighting.com</a> Cell# 408-640-8653	Carlos Segura E-Mail <a href="mailto:CSegura@calwestlighting.com">CSegura@calwestlighting.com</a> Cell # 408-595-7148
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All Employees use Sprint Direct Connect phones complete with the following:

- Voice mail
- Text messaging
- E-mail
- Direct Connect
- GPS Enabled
- Web capable

### **3. REFERENCES:**

Menlo Park	Rene Baile (650-330-6775) Traffic Signal & Street-Lighting Maintenance Contract effective November 2008 thru present
Foster City	Leah Edwards (650-286-3277) Traffic Signal and Street-Lighting Maintenance Contract effective July 2011 thru present
Redwood City	Mike Gibbons (650-780-7493) Traffic Signal and Street-Lighting Maintenance Contract effective February 2011 thru present
San Carlos	Paul Baker (650-802-4143) Traffic Signal & Street-Lighting Maintenance Contract effective July 2012 thru present
Palo Alto	Jaime Rodriguez (650-329-2136) Traffic Signal Maintenance Assistance Contract effective April 2011 thru present
Union City	Mike Renk (510-675-5303) Traffic Signal and Street-Lighting Maintenance Contract effective November 2005 thru present
Newark	Laura Kelly (510-599-3672) Traffic Signal and Street-Lighting Maintenance Contract effective June 2005 thru present
Milpitas	Thai Nguyen (408-586-2678) Traffic Signal and Street-Lighting Maintenance Assistance Contract effective June 2006 thru present
Santa Clara	Steve Popiel (408-426-7612) Traffic Signal and Street Lighting Maintenance Assistance Contract effective July 2012 thru present
PG & E	John Sofranac (415-290-7562) Back-up support for Electrical Services Street-Light Maintenance assistance and Electrical Troubleshooting Retrofitting thousands of LED street-lights within the Bay Area effective August 2009 thru present
Morgan Hill	Anne Beale (408-776-7337) Traffic Signal and Street-Lighting Maintenance Contract effective July 2007 thru present
Santa Cruz County	Jack Sohriakoff (831-454-2392) Traffic Signal and Street-Lighting Maintenance Contract effective August 2005 thru present
Monterey County	Brenda Villanueva (831-755-8908) Traffic Signal and Street Lighting Maintenance Contract effective June 2010 thru present
Watsonville	Cleofas Martinez (831-728-6074) Street-Lighting Maintenance Contract. effective August 2010 thru present. Traffic Signal consulting
Cupertino	David Stillman (408-777-3249) Traffic Signal and Street-Lighting Maintenance Assistance effective 2005 to present
Campbell	Dave Mooso (408-866-2720) Traffic Signal and Street-Lighting repair work. Traffic Signal consulting

**Cal-West encourages contacting our references as we have the highest confidence in our reputation of Impeccable Maintenance Services within the Cities we maintain.**

#### **4. WORK PROPOSAL SUMMARY: Traffic Signal Monthly Maintenance**

Cal-West agrees to furnish all labor, tools and equipment, and materials necessary to perform services needed to properly maintain the Traffic Signals and Lighted Crosswalks owned by the Town of Atherton.

The Contract also covers the Traffic Signal system, Interconnect system, Safety-Lights, IISNS signs, Battery Back-up system, the Emergency Pre-emption system, CCTV and On-Street masters.

It is understood that all services including labor, tools and equipment, materials furnished, and work performed will be done in a good and workmanlike manner by Cal-West and is subject to the inspection and approval of the Town and its inspectors or representatives.

Cal-West agrees to supply and perform a continuous and comprehensive Routine Traffic Signal Maintenance program and shall maintain a detailed record listing the Date received, the Date serviced, all work performed, and all materials used. Any parts found to be worn out or defective in which case could cause a Traffic Signal to fail or malfunction will be repaired or replaced with same or equivalent as approved by the Town Engineers.

#### **OTHER MAINTENANCE**

Cal-West shall perform other maintenance related work other than described above as requested and/or directed by the City.

#### **ADDITIONAL SERVICES**

Cal-West agrees to provide the same services for the repair, replacement, or servicing of equipment such as street lights, interior lighting, wall-pak safety-lighting, in-ground up-lighting, perimeter lighting, parking lot lighting, or any other lighting equipment on any building, land or property that the City may own and call upon from time to time charged on a time/materials basis.

#### **4. WORK PROPOSAL SUMMARY (continued):**

##### **Preventive Monthly Maintenance** (routine)

1. Inspect Signal Controller and Cabinet Contents for proper functioning to include:
  - a. Check general overall appearance of Controller Cabinet, Type 3 Service and Battery Back-Up Cabinets (vacuum if necessary)
  - b. Check presence of Signal Cabinet Wiring Schematics and Records
  - c. Verify current Signal Controller Timing-Logs
  - d. Verify Programmed Signal Controller Timing matches Intersection Timing-Logs
  - e. Signal Controller and Conflict Monitor functioning in relation to traffic
  - f. Loop Detector Amplifiers (tune if necessary)
  - g. Video Detection Unit/Camera Alignment (if applicable)
  - h. Load Switches and Relays
  - i. Light Switches and Ground-Fault Receptacles
  - j. Cabinet Fan and Thermostat
  - k. Battery Back-Up Unit charging system (if applicable)
  - l. Inspect Pre-emption System
  - m. Inspect Signal Interconnect
  - n. Wire Terminals for corrosion and integrity of all wire connections (including BBS battery terminals)
  - o. Ground Rod and Grounding System for corrosion and integrity of wire connections
  - p. Cabinet Filter for cleanliness and serviceability (clean or vacuum if necessary)
  - q. Weather-proof gasket on Controller Cabinet and all other associated Cabinets
  - r. Door Lock operation
2. Inspect Intersection for proper functioning to include:
  - s. Vehicular Signals for alignment, paint, outages, bent, broken, corroded hardware
  - t. Pedestrian Signals and Audibles for alignment, paint, outages, bent, broken, corroded hardware
  - u. Ped Push-Buttons for Signal Controller actuation and bent, broken, corroded hardware
  - v. Signal Poles for paint, dents or cracks and missing hand hole covers
  - w. Pull-Boxes for cracked, broken or missing lids. Check condition of splices
  - x. Loops in Roadway for exposed, torn, or broken wires
3. Record Date and Time along with findings and work performed

##### **Preventive Semi-Annual Maintenance** (to coincide with monthly)

1. Rotate Back-Up Batteries
2. Take voltage measurements from Back-Up Batteries by performing Battery Load-Test
3. Test Battery Back-Up by disconnecting PG&E power at service cabinet
4. Check ground rod clamp and wire
5. Visually check integrity of wire splices
6. Adjust all mast arm mounted street name signs as needed
7. Record Date and Time along with findings and work performed

##### **Preventive Annual Maintenance** (to coincide with monthly and semi-annual)

1. Inspect Utility Electrical Service Cabinet and hardware supplying power to Signal Controller Cabinet
2. Vacuum and clean Signal Controller Cabinet, Electrical Service Cabinet, and BBS Cabinet (if applicable)
3. Take voltage measurements at service inputs to Signal Controller Cabinet from Utility Service Feed
4. Take voltage measurements at BBS inputs from Utility Service Feed (if applicable)
5. Take voltage measurements at service inputs to Signal Controller Cabinet from BBS (if applicable)
6. Check for water accumulation and duct sealant
7. Replace Signal Cabinet Filter if nylon-mesh type
8. Vacuum and clean Signal Cabinet Filter if aluminum-mesh type
9. Inspect hinges and locking mechanisms on All Signal Associated Cabinets and lubricate if needed
10. Record Date and Time along with findings and work performed

**4. WORK PROPOSAL SUMMARY (continued):**

**RESPONSE AND SERVICE**

Cal-West agrees to provide 24-Hour Emergency phone service and to have Technicians available 24-Hours per-day, seven (7) days per-week to respond to all emergency calls in a timely manner, meeting or exceeding standards set by the City. Cal-West Proposes:

**Traffic Signals**

- 1. Emergency and Accident response - - - - - One (1) Hour or less
- 2. Outages and Signal malfunctions - - - - - Two (2) Hours or less
- 3. Replacement of burned out Signal Lamps - - - - - Two (2) Hours or less
- 4. Safety Street-Lighting - - - - - Forty Eight (48) Hours or less

Permanent repair work of proposals generated from normal maintenance and emergency response shall be completed as soon as possible and in all cases within twenty one (21) calendar days or less, unless extended in writing by the City Engineer.

**SIGNAL TURN-OFF AND SIGNAL ON FLASH**

Cal-West shall immediately notify the City’s Police/Sheriff Department and the Engineer of any Signal turn-offs or Signal on Flash necessitated by their operations in excess of fifteen (15) minutes.

**SPARE EQUIPMENT**

Cal-West shall maintain adequate storage and shop facilities and a sufficient stock of fully tested controllers, spare parts and signal equipment to effectively maintain Traffic Signals and Street-Lighting.

**SALVAGED EQUIPMENT**

Cal-West shall either hold in it’s shop and storage facilities, or deliver to a location designated in the City, any salvageable equipment or material as per direction of the Engineer.

Cal-West shall properly dispose of any equipment declared non-salvageable as per direction of the Engineer.

**CONSULTATION**

Cal-West shall designate representatives who will be available to the Engineer for consultation upon request.

**COMPANY POLICY**

Cal-West has a strict Employee Code of Safe Practices and Company Policy. We have an Injury and Illness prevention program including weekly safety meetings. We also initiated a random drug testing program. A complete Company policy handbook will be provided to the City if requested.

#### **4. WORK PROPOSAL SUMMARY (continued):**

##### **Shop, Storage, Equipment and Vehicle Inventory**

Cal-West owns the shop and storage facility located on 2 acres in San Jose. The office building is approx 3000 sq ft with Cal-West occupying 1500 sq ft of the 2<sup>nd</sup> floor. The warehouse is 2000 sq ft with 500 sq ft dedicated to a cabinet and controller testing facility and the remaining area is yard space. All office clerical duties are performed on site. The warehouse stores equipment/parts and the yard space is used for storage for Trucks, equipment and supplies.

<b><u>Qty</u></b>	<b><u>Equipment</u></b>
8	1-ton F-550 Utility trucks with bucket and portable generators
1	10-ton F-850 Boom Truck 75' reach with bucket assembly
7	1-ton Utility trucks with portable generators
12	Dump Trucks
1	Flatbed Truck
1	Saw Truck with water tank, vacuum, generator, compressor, arrow board and lift gate
2	Concrete Saws (35hp Mecco)
1	Crafco 200 gal Hot Melt Rubberized Asphalt machine
6	Air Compressors with hoses and jack hammers, Star drill and die grinders
3	Utility Trailers
2	Wire Trailers (each with a complete 8 phase setup)
5	Portable Solar powered Arrow boards
40	Advanced Road Warning signs with stands
3	Hole Hawg Accu-Punch 1-1/2", 3-1/2" and 4-1/2" underground boring tools
4	Bobcats (Complete with Trailer and Sweeper, Tele Boom, Bradco Trencher and Auger, Backhoe and breaker attachments)
1	Ditch Witch JT-2020 directional bore machine (underground boring 400' reach)
1	Ditch Witch vacuum trailer 500 gal (used for potholing)
1	Portable 800 Gal Water Tank and trailer
1	Arc Welder
1	Acetylene Welder
1	Hyster Forklift
1	FX 350 portable Fluid Extractor
2	Vibra plate
3	BS 700 Wackers
4	14" partner saws
4	16' to 40' insulated extension ladders
10	2' to 12' insulated A-Frame ladders

##### **Qty Common Yard Stock Material**

10	1-A, 1-B poles
5	1-D poles
12	Ped posts
6	Temporary stands
12	SV Framework hardware
12	TV Framework hardware
6	8" 3-section vehicle signals
24	12" 3-section vehicle signals
	Complete stock of full 8 phase traffic signal wire
	Complete stock of Opticom, DLC, and Loop wire
	2 wire trailers both stocked with a full 8 phase setup
	Complete stock of LED's to include 8", 12" and Ped
	Complete stock of 1/2" to 4" PVC conduits and fittings
	Complete stock of 1/2" to 4" Rigid conduits and fittings
	Complete stock of N9 thru N36 pull boxes and lids
	Assorted Mast-Arm Poles

##### **Qty Common Yard Stock Material**

6-12	Type-15 Street-Light Poles
12-24	Assorted 6' to 15' Luminarie Arms
10-20	70w Hps Luminaries
10-20	100w Hps Luminaries
10-20	150w Hps Luminaries
10-20	200w Hps Luminaries
5-10	250w Hps Luminaries
5-10	400w Hps Luminaries
100	HPS Lamps (minimum 100 each 70w to 400w)
50	Multi-Vapor Lamps (minimum 50 each 175w to 400w)
	Plug-in and Hardwire Starters
	Twist-Lock and Hardwired Photo-Cells
	Complete stock of Industrial and Commercial wire

## 5. PROPOSAL COST:

### **Traffic Signal and Lighted Crosswalks Monthly Maintenance Billing**

#### ROUTINE MONTHLY MAINTENANCE (Traffic Signals, Lighted Crosswalks)

1. Routine Traffic Signal Maintenance rates are set under the assumption of Routine services being performed within one (1) hour or less per-intersection.
2. **Traffic Signals:** Routine Maintenance of Traffic Signals shall cost the rate of fifty-five dollars (\$55.00) per-intersection per-monthly inspection. This price shall include Monthly, Semi-Annual, and Annual Maintenance.
3. **Lighted Crosswalks:** Routine Maintenance of Lighted Crosswalks shall cost the rate of fifty-five dollars (\$55.00) per-location per-monthly inspection.

*Any work performed or materials used during the allotted period of Scheduled Maintenance shall have  
**“NO ADDITIONAL LABOR CHARGE”**  
and shall cost the rate of materials only, listed under “Material Rates”*

## 5. PROPOSAL COST (continued):

#### MONTHLY MAINTENANCE EXTRAS

1. Items not listed in “**Routine Maintenance**” shall be billed as “**Maintenance Extras**” in accordance with and outlined under Labor and Equipment, and Material Rates to include:
  - a. Emergency service calls such as but not limited to Signal Controller malfunction or knock-downs
  - b. Emergency service calls such as but not limited to Traffic Signal knock-downs.
  - c. Work performed or materials used outside of the allotted period of Scheduled Maintenance or malfunctions caused by vandalism, pole or equipment knock-down, lightning strike, earthquake, or other acts of God
  - d. The correction, repair, or replacement of materials or equipment installed or modified by another party other than Cal-West

## Material Rates

MATERIALS: All material rates shall be set at invoice cost plus an overhead mark-up of: **10%**

## Labor and Equipment Billing

- A. Normal Straight-Time rates apply between the day-time hours of: 0700hrs to 1630hrs  
Over-time rates apply between the Evening hours of: 1630hrs to 0700hrs
- B. Normal Straight-Time rates apply during normal business hours Monday-thru-Friday  
Over-Time rates apply after normal business hours, Weekends, and Holidays
- C. There shall be **no half hour or hour minimum charge** on day-time calls  
Labor and Equipment charges for Day-Time calls shall be billed in fifteen (**15**) minute increments
- D. There shall be a two (2) hour minimum charge for Emergency calls in the Evening hours  
Evening calls, after the two (2) hour minimum, shall be billed in fifteen (**15**) minute increments

### Labor:

	<u>Straight-Time</u>	<u>Over-Time</u>
Traffic Signal Technician:	\$ 90.00 / hr	\$ 150.00 / hr
General Laborer:	\$ 65.00 / hr	\$ 95.00 / hr

### Equipment:

	<u>Straight-Time</u>	<u>Over-Time</u>
Service (Bucket) Truck:	\$ 30.00 / hr	\$ 30.00 / hr
Crane (Boom) Truck:	\$ 30.00 / hr	\$ 30.00 / hr
Dump Truck:	\$ 25.00 / hr	\$ 25.00 / hr

**Cal-West is a Union Contractor, is signatory to the local Electrical IBEW and Labor Unions throughout the Bay Area, and pays prevailing wage rates as per the Department of Industrial Relations.**



## **5. PROPOSAL COST (continued):**

### **INSURANCE**

Cal-West shall carry and maintain, for the life of this agreement, general liability and property damage Insurance of not less than \$2,000,000.00 for injuries including accidental death, for any one person, full workers compensation coverage, and \$1,000,000.00 automobile liability. The Town of Atherton shall be listed as an additional name insured and will possess a copy of the certificates mentioned above.

### **BONDS**

Cal-West shall bear all costs for any and all types of Performance, Labor, and Material Bonds, or any other Bonds that may be associated with and throughout the term of any contract

**\*Cal-West has never failed to satisfactorily complete any work awarded\***

**\*\*\*Cal-West is a highly flexible Contractor and is always open to negotiations of any part of any Contract during the term of that Contract.**

**AGREEMENT FOR PUBLIC WORKS TRAFFIC SIGNAL AND STREET LIGHTING  
SERVICES  
BETWEEN  
TOWN OF ATHERTON  
AND  
CAL-WEST LIGHTING AND SIGNAL MAINTENANCE INC.**

This agreement for public works traffic signal and street lighting services ("AGREEMENT") is entered into by and between THE TOWN OF ATHERTON ("TOWN") and CAL-WEST LIGHTING AND SIGNAL MAINTENANCE INC. (herein "CONTRACTOR") this \_\_\_\_ day of \_\_\_\_\_, 2013.

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be for an initial period of eight (8) months from the latter of the first of November, 2013 or the date of execution , as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT for a period of up to two (2) additional years.

**SECTION 2. SCOPE OF SERVICES.**

CONTRACTOR agrees to perform the TOWN public works traffic signal and street lighting services for various locations and at various frequencies as set forth in Exhibit "A" and in conformance to the proposal dated September 9, 2013 as set forth in Exhibit "B".

**SECTION 3. ADDITIONAL SERVICES.**

CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this AGREEMENT that are in addition to or outside of those set forth in this AGREEMENT or listed in Proposal Section 4, WORK PROPOSAL SUMMARY unless such additional services are authorized in advance and in writing by TOWN. CONTRACTOR shall be compensated for any such additional services in the amounts and in the manner agreed to between CONTRACTOR and TOWN.

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this AGREEMENT, TOWN agrees to pay CONTRACTOR a not-to-exceed amount of Twenty Four Thousand Eight Hundred and Ninety Dollars and No Cents (\$24,890.00), as shown in Exhibit C.

(b) Each month CONTRACTOR shall furnish to TOWN an original invoice for all detailing all work performed and expenses incurred during the preceding month, including fixed fees and any additional compensation requested. The invoice shall detail charges by the following categories:, Labor, shown as Traffic Signal Technician or General Laborer, further categorized as Straight-Time or Over-Time, Equipment, further categorized as Service Truck, Crane Truck or Dump Truck, Materials (including mark-up) as well as a cost breakdown. TOWN shall independently review each invoice submitted by the CONTRACTOR to determine whether

the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event TOWN disputes any charges or expenses, the original invoice shall be returned by TOWN to CONTRACTOR for correction and resubmission.

(c) Except regarding any charges for work performed or expenses incurred by CONTRACTOR that are disputed by TOWN, TOWN will use its best efforts to cause CONTRACTOR to be paid within thirty (30) days from receipt of CONTRACTOR's invoice.

(d) Payment to CONTRACTOR for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONTRACTOR.

(e) Prior to expiration of the contract each year, the town shall evaluate CONTRACTOR's performance and may choose to offer up to 2 single year extensions. These extensions will be contingent upon satisfactory performance, demonstrated CONTRACTOR increased costs, and the TOWN's fiscal condition.

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

TOWN may inspect and accept or reject any of CONTRACTOR's work under this AGREEMENT, either during performance or when completed. TOWN shall reject work by a timely written explanation. TOWN's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONTRACTOR's work by TOWN shall not constitute a waiver of any of the provisions of this AGREEMENT.

## **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONTRACTOR in the course of providing any services pursuant to this AGREEMENT, if any, shall become the sole property of TOWN and may be used, reused or otherwise disposed of by TOWN without the permission of the CONTRACTOR. Upon completion, expiration or termination of this AGREEMENT, CONTRACTOR shall turn over to TOWN all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

## **SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.**

(a) CONTRACTOR shall maintain any and all documents and records demonstrating or relating to CONTRACTOR's performance of services pursuant to this AGREEMENT. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to TOWN pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONTRACTOR pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for a minimum of three (3) years from the date of expiration of this AGREEMENT, including any extensions, or longer to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by TOWN or its designated representative. Copies of such documents or records shall be provided directly to TOWN for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONTRACTOR's address indicated for receipt of notices in this AGREEMENT.

(c) Where TOWN has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONTRACTOR's business, TOWN may, by written request, require that custody of such documents or records be given to TOWN.

#### **SECTION 8. STATUS OF CONTRACTOR.**

(a) CONTRACTOR is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of TOWN. CONTRACTOR shall have no authority to bind TOWN in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against TOWN, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by TOWN.

(b) The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither TOWN, nor any elected or appointed boards, officers, officials, employees or agents of TOWN, shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees or agents, except as set forth in this AGREEMENT. CONTRACTOR shall not at any time or in any manner represent that CONTRACTOR or any of CONTRACTOR's officers, employees or agents are in any manner officials, officers, employees or agents of TOWN.

(c) Neither CONTRACTOR, nor any of CONTRACTOR's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits that may otherwise accrue to TOWN employees. CONTRACTOR expressly waives any claim CONTRACTOR may have to any such rights.

#### **SECTION 9. STANDARD OF PERFORMANCE.**

CONTRACTOR represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONTRACTOR shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONTRACTOR under this AGREEMENT.

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS AND LICENSES.**

CONTRACTOR shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during

the term of this AGREEMENT. CONTRACTOR shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither TOWN, nor any elected or appointed boards, officers, officials, employees or agents of TOWN, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

#### **SECTION 11. NONDISCRIMINATION.**

In performing the services under this Agreement, CONTRACTOR agrees as follows:

(a) CONTRACTOR will not discriminate against any employee or applicant from employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act—Government Code Section 12900-12996). CONTRACTOR will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy. Such action shall include but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by TOWN setting forth the provisions of this nondiscrimination clause.

(b) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy.

#### **SECTION 12. UNAUTHORIZED ALIENS.**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against TOWN for such use of unauthorized aliens, CONTRACTOR hereby agrees to and shall reimburse TOWN for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by TOWN.

#### **SECTION 13. CONFLICTS OF INTEREST.**

(a) CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of TOWN or which would in any way hinder CONTRACTOR's performance of services under this AGREEMENT. CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of TOWN Manager.

CONTRACTOR agrees at all times to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of TOWN in the performance of this AGREEMENT.

(b) TOWN understands and acknowledges that CONTRACTOR is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONTRACTOR is unaware of any stated position of TOWN relative to such projects. Any future position of TOWN on such projects shall not be considered a conflict of interest for purposes of this section.

#### **SECTION 14. INDEMNIFICATION.**

**INDEMNITY FOR LIABILITY:** To the full extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless TOWN, and any and all of its boards, employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONTRACTOR or by any individual or entity for which CONTRACTOR is legally liable, including but not limited to officers, agents, employees or subcontractors of CONTRACTOR.

#### **SECTION 15. INSURANCE.**

CONTRACTOR agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "D", "INSURANCE," and made a part of this AGREEMENT. All insurance policies shall be subject to approval by TOWN as to form and content. These requirements are subject to amendment or waiver if so approved in writing by TOWN Manager. CONTRACTOR agrees to provide TOWN with copies of required policies upon request.

#### **SECTION 16. ASSIGNMENT.**

The expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. TOWN has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONTRACTOR under this AGREEMENT. In recognition of that interest, CONTRACTOR shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONTRACTOR's duties or obligations under this AGREEMENT without the prior written consent of TOWN Council. Any attempted assignment without TOWN's consent shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling TOWN to any and all remedies at law or in equity, including summary termination of this AGREEMENT. TOWN acknowledges, however, that CONTRACTOR, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

## **SECTION 17. TERMINATION OF AGREEMENT.**

(a) TOWN may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONTRACTOR. In the event such notice is given, CONTRACTOR shall cease all work in progress on or before the stated termination date.

(b) CONTRACTOR may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to TOWN.

(c) If either CONTRACTOR or TOWN fails to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONTRACTOR or TOWN may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONTRACTOR or TOWN, all property belonging exclusively to TOWN, which is in CONTRACTOR's possession, shall be returned to TOWN. CONTRACTOR shall furnish to TOWN a final invoice for work performed and expenses incurred by CONTRACTOR, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this AGREEMENT.

## **SECTION 18. DEFAULT.**

In the event that CONTRACTOR is in default under the terms of this AGREEMENT, TOWN shall not have any obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONTRACTOR in accordance with Section 17 and this provision.

## **SECTION 19. EXCUSABLE DELAYS.**

CONTRACTOR shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONTRACTOR. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

## **SECTION 20. COOPERATION BY TOWN.**

All public information, data, reports, records, and maps in the possession of TOWN which are necessary for carrying out the work as outlined in Exhibit "A" shall be furnished to CONTRACTOR to facilitate, without undue delay, the work to be performed under this AGREEMENT.

## **SECTION 21. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by fax or certified mail, postage prepaid and return receipt requested, addressed as follows:

To TOWN: CITY MANAGER  
91 Ashfield Rd.  
Atherton, CA 94027

To CONTRACTOR: Cal-West Lighting & Signal  
Maintenance, Inc.  
PO Box 612035  
San Jose, CA 95161-2035

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 22. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONTRACTOR represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONTRACTOR to the performance of its obligations hereunder.

**SECTION 23. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 24. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONTRACTOR and by TOWN. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In the event of any conflict between the terms and conditions of this AGREEMENT and any attached exhibits, the terms and conditions of this AGREEMENT will control.

**SECTION 25. WAIVER.**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by TOWN of any work or services by CONTRACTOR shall not constitute a waiver of any of the provisions of this AGREEMENT.

**SECTION 26. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in the County of San Mateo.



**SECTION 27. ATTORNEYS FEES, COSTS AND EXPENSES.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

**SECTION 28. ENTIRE AGREEMENT.**

This AGREEMENT is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONTRACTOR and TOWN prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

**SECTION 29. SEVERABILITY.**

If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**TOWN OF ATHERTON**

**CONTRACTOR**

By: \_\_\_\_\_  
City Manager

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

DRAFT

## TRAFFIC SIGNALS AND LIGHTED CROSSWALK LOCATIONS

### TRAFFIC SIGNALS

MIDDLEFIELD ROAD	AT MARSH ROAD
MIDDLEFIELD ROAD	AT ENCINAL SCHOOL
MIDDLEFIELD ROAD	AT OAKGROVE AVENUE

### LIGHTED CROSSWALK

VALPARAISO AVENUE	AT SACRED HEART SCHOOL
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DRAFT

**EXHIBIT B  
CAL-WEST PROPOSAL**

September 9, 2013

Attn: Gordon Siebert  
Town of Atherton  
93 Station Lane  
Atherton, CA 94027

Dear Sirs,

I am pleased to have this opportunity to introduce you to Cal-West Lighting and Signal Maintenance, Inc. Cal-West agrees to furnish all labor, tools and equipment, and materials necessary to perform services needed to properly maintain the Traffic Signals and Lighted Crosswalks owned by the Town of Atherton in accordance within the Scope of Work.

**1. PROFILE OF CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.**

Cal-West Lighting and Signal Maintenance, Inc. is a rapidly growing and recognized maintenance provider. Having been in business since 2004, we provide a new avenue for your Traffic Signal and Street-Lighting needs. Cal-West is a licensed and bonded, full service Electrical Contractor possessing a California C-10 Electrical Contractors License # 847901. Our staff has over 100 years of combined field and troubleshooting experience in all phases of electrical power as Journeymen Electricians. In addition we specialize in Street-Lighting and Traffic Signal construction, maintenance, service, and repair. We also have the knowledge, experience, and resources to accomplish virtually any electrical project.

We have the ability to respond to any emergency situation involving Traffic Signals and/or Street-Lighting by maintaining a vast common stock of materials/equipment and having on-call personnel and vehicles available 24 hours a day, 365 days a year.

All estimating and planning is performed in-house. We can analyze the size and scope of your needs, present a flexible future-oriented solution, and recommend alternative measures to implement or increase cost efficiency without affecting quality.

At Cal-West Lighting and Signal Maintenance Inc., we set our standards high. Our goal is to achieve solutions with skill and integrity while striving to serve our customers to their satisfaction. The result will be a quality job, on time and on budget.

PO Box 612035 ♦ San Jose, CA 95161-2035  
Phone: (408) 923-1313 ♦ Fax: (408) 923-1115 ♦ License No. 847901

**1. PROFILE OF CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC. (continued)**

**CONTACT PERSON REGARDING THIS PROPOSAL SHALL BE ADDRESSED TO:**

Craig H. Geis, Jr.  
President  
Cal-West Lighting & Signal Maintenance, Inc.  
530 N. Marburg Way  
San Jose, CA 95133

408-923-1313 office  
408-923-1115 fax  
408-640-7796 mobile  
cgeis@calwestlighting.com

Sincerely,

Craig H. Geis, Jr.  
President

DRAFT

## **2. QUALIFICATIONS OF CAL-WEST LIGHTING & SIGNAL MAINTENANCE, INC.**

Cal-West has consistently signed contracts with Cities since the start-up of the Company in 2004. To present day,

Cal-West has not lost an account and currently performs maintenance services for all of the same Cities.

With every passing year performing Traffic Signal & Street-Light maintenance services under written contract our recognition and volume of work has increased by at least 20% per each year. Presently we are working in over forty five (45) Cities throughout the Bay Area supplying complete electrical services as well as performing additional maintenance services for several large Property Management firms and subcontracting Commercial and Industrial electrical work for multiple large General Contractors.

Cal-West has completed over 400 jobs last year outside-of and in-addition-to our annual Traffic Signal & Street-Lighting Maintenance Contracts. We currently have ongoing jobs working with the Cities, Towns, and Municipalities involving Government funding, Grants, and Stimulus funding.

Cal-West is currently a subcontractor of, and working for, PG&E supplying back-up support for Electrical Services to include Street-Light Outages and Underground Electrical Troubleshooting and repairs as well as retrofitting and installing tens of thousands of LED street-lights throughout Central and Northern California.

Cal-West is a licensed and bonded, full service Electrical Contractor possessing a California C-10 Electrical Contractors License # 847901 in good standing.

- All Cal-West Traffic Signal Technicians are at a minimum Level-II or Level-III IMSA Certified.
- All Cal-West Traffic Signal Technicians are Union and State Certified Journeyman Electricians.
- All Cal-West Traffic Signal Technicians have a minimum of Fifteen to Twenty years experience.
- Cal-West only offers the highest level of Quality and Trouble-Shooting Experience to the Cities we maintain.
- Cal-West does not employ apprentices of any kind at this time.

Cal-West is a Union Contractor, is signatory to the local Electrical IBEW and Labor Unions throughout the Bay Area, and pays prevailing wage rates as per the Department of Industrial Relations.

## **2. QUALIFICATIONS OF KEY PERSONNEL:**

### ***CRAIG GEIS – Owner/President/CEO***

- Over 18 years of experience Constructing, Inspecting, Maintaining, Repairing, and Modifying Street-Lighting and Traffic Signals for multiple Counties, Cities, and Towns synonymously throughout the Bay Area.
- Over 16 years experience ranging from Foreman to Senior Electrician/Regional Foreman, running multiple crews and jobs from the Golden Gate to Monterey County, with approx 11 years as the Office/Regional Manager, overseeing all personnel and all work performed along with being the Liaison to the Cities and towns.
- This experience covers Street-Lighting and Traffic Signal construction, inspection, maintenance, service and repair, running emergency calls and making any necessary modifications as requested by the City.
  - 22 years experience as journeyman electrician
  - 18 years experience in street-light, traffic signals
  - 4 years experience in burglar/fire alarms, CCTV, and card access systems
  - 7 years experience as an Army Aviation Crew-Chief with Military Leadership and training
  - Certified IMSA Work Zone Safety and Level II Traffic Signal Electrician since 1996
  - Certified Trenching and Shoring since 1999
  - Experience troubleshooting and modifying TS1, TS2-1, TS2-2 and 332 Cabinets
  - Experience with 170, and NEMA controllers
  - VTA certified
  - TSA Member

### ***DAVID FANUCCHI – Project Manager***

- Over 18 years of experience Constructing, Inspecting, Maintaining, Repairing, and Modifying Street-Lighting and Traffic Signals for multiple Counties, Cities, and Towns throughout Northern California.
- Experienced background ranges from Estimating to Project Manager, running multiple crews and jobs from the Golden Gate to San Luis Obispo County, with approximately 3 years as an Operations Manager, overseeing all personnel and all work performed along with being the Liaison to the State of California, Counties, Cities and Towns.
- This experience covers Street-Lighting and Traffic Signal and Electrical Infrastructure construction, inspection, maintenance, service and repair, running emergency calls and making any necessary modifications as requested by the City.
  - 18 years experience in street-light, traffic signals, above and underground electrical systems and construction
  - 18 years Estimating Electrical Construction projects and service maintenance repairs
  - 5 plus years in Electrical Material Distribution products and services and consultation experience

- 3 years Managing Traffic Signal and Street Lighting Maintenance Service Contracts
- 18 years managing diverse project and purchasing teams in all phases of critical path schedule construction projects
- 4 years purchasing and management experience in inside building electrical systems components and infrastructure projects and services
- 4 years purchasing and management experience with Fire & Security systems components and infrastructure projects and services
- 4 years purchasing and management experience with Fiber & Copper Communications & Data systems components and infrastructure projects and services
- Project Management Institute, San Francisco Bay Area Chapter (PMI-SFBAC) Member

## **2. QUALIFICATIONS OF KEY PERSONNEL (continued)**

### **CARLOS SEGURA – Regional Superintendent - Sr. Traffic Signal Technician/Electrician Traffic Systems Modifications Specialist (North Bay, Peninsula)**

- Over 17 years of experience constructing, inspecting, maintaining, repairing, and modifying Street-Lighting and Traffic Signals for multiple Counties, Cities and Towns synonymously throughout the Bay Area to include Lab testing, troubleshooting, and repairing Nema and Non-Nema Controllers, Load Switches, Flashers, Audible Peds, as well as testing, repairing, and modifying various types of Traffic Signal and related Controller Cabinets.
- Over 2 years of Lab experience in testing, troubleshooting, repairing, and re-calibration of test equipment such as DMMS, Oscilloscopes, and Spectrum Analysis.
- This experience covers Street-Lighting and Traffic Signal construction, inspection, maintenance, service and repair, running emergency calls and making any necessary modifications as requested by the City.
  - AS Degree in Electronics
  - 17 years experience in electronics
  - 16 years experience in traffic signals
  - 2 years experience in metrology
  - 6 years experience installing electronic systems & modifying cabinets thru Synchronex, Inc.

#### **Certifications:**

- Union / State Certified Electrician
- IMSA Work Zone Safety and Level III Traffic Signal Technician/Electrician
- Iteris Video Installation and Troubleshooting
- Clary Battery Back-up Installation and Troubleshooting
- Eagle Traffic Systems Installation and Troubleshooting

#### **Experience in:**

- The design and production of NEMA traffic signal cabinets



- Testing, troubleshooting, repairing, and modifying TS1, TS2-1, TS2-2, 332, and ATMS cabinets
- Testing, troubleshooting, and repairing to component level 170, 170E, 820, 390, 390CJ, 901, 911, controllers
- Lab testing and programming of traffic controllers: IDC, Econolite, Eagle, Naztec, 2070, Bi-Trans software
- Installation, testing, and troubleshooting of emergency response systems from 3M, Tomar, and Emtrac
- Installation, testing, and troubleshooting of Copper, Ethernet, Fiber, and wireless communication systems
- Installation and troubleshooting of Myers Battery Back-up Systems

## **2. QUALIFICATIONS OF KEY PERSONNEL (continued)**

### ***GEORGE SANDMAN – Regional Superintendent - Sr. Traffic Signal Technician/Electrician Traffic Systems Modifications Specialist (South Bay, Central Coast)***

- Over 23 years of experience constructing, inspecting, maintaining, repairing and modifying Street-Lighting and Traffic Signals for multiple Counties, Cities and Towns synonymously throughout the Bay Area.
- Over 18 years experience as Lead Tech/foreman, running multiple crews, with approx 7 years as the Senior Traffic Signal Technician/Regional Foreman/Superintendent.
- This experience covers Street-Lighting and Traffic Signal construction, inspection, maintenance service and repair, running emergency calls and making any necessary modifications as requested by the City.
  - AS Degree in Electronics
  - Union / State Certified Electrician
  - 34 years experience in electronics
  - 23 years experience in Street-Lighting and Traffic Signals
  - Certification in assembly and repair from McDonnell Douglas
  - Experience troubleshooting and modifying TS1, TS2-1, TS2-2 and 332 Cabinets
  - Experience with all 170, 2070 and NEMA controllers
  - Eagle controller training
  - Certified IMSA Work Zone Safety
  - Naztec TS2 Controller training
  - Odetics Camera training
  - Microprocessor training from Lab-Volt
  - Fiber Optics training from Lab-Volt
  - 4 years experience designing educational electronic kits
  - VTA certified
  - TSA Member
  - Licensed Pilot

## Communications and Contact Information:

Cal-West Lighting and Signal Maintenance Inc  
7462)  
PO Box 612035  
San Jose, CA 95161-2035

Toll Free # 888-CWLS-INC (295-  
Office # 408-923-1313  
Fax # 408-923-1115

<p>Craig Geis E-Mail <a href="mailto:CGeis@calwestlighting.com">CGeis@calwestlighting.com</a> Cell # 408-640-7796</p>	<p>George Sandman E-Mail <a href="mailto:GSandman@calwestlighting.com">GSandman@calwestlighting.com</a> Cell # 408-640-7865</p>
<p>David Fanucchi E-Mail <a href="mailto:Dave@calwestlighting.com">Dave@calwestlighting.com</a> Cell# 408-640-8653</p>	<p>Carlos Segura E-Mail <a href="mailto:CSegura@calwestlighting.com">CSegura@calwestlighting.com</a> Cell # 408-595-7148</p>

All Employees use Sprint Direct Connect phones complete with the following:

- Voice mail
- Direct Connect
- Text messaging
- GPS Enabled
- E-mail
- Web capable

### **3. REFERENCES:**

Menlo Park	Rene Baile (650-330-6775) Traffic Signal & Street-Lighting Maintenance Contract effective November 2008 thru present
Foster City	Leah Edwards (650-286-3277) Traffic Signal and Street-Lighting Maintenance Contract effective July 2011 thru present
Redwood City	Mike Gibbons (650-780-7493) Traffic Signal and Street-Lighting Maintenance Contract effective February 2011 thru present
San Carlos	Paul Baker (650-802-4143) Traffic Signal & Street-Lighting Maintenance Contract effective July 2012 thru present
Palo Alto	Jaime Rodriguez (650-329-2136) Traffic Signal Maintenance Assistance Contract effective April 2011 thru present
Union City	Mike Renk (510-675-5303) Traffic Signal and Street-Lighting Maintenance Contract effective November 2005 thru present
Newark	Laura Kelly (510-599-3672) Traffic Signal and Street-Lighting Maintenance Contract effective June 2005 thru present

Milpitas	Thai Nguyen (408-586-2678) Traffic Signal and Street-Lighting Maintenance Assistance Contract effective June 2006 thru present
Santa Clara	Steve Popiel (408-426-7612) Traffic Signal and Street Lighting Maintenance Assistance Contract effective July 2012 thru present
PG & E	John Sofranac (415-290-7562) Back-up support for Electrical Services Street-Light Maintenance assistance and Electrical Troubleshooting Retrofitting thousands of LED street-lights within the Bay Area effective August 2009 thru present
Morgan Hill	Anne Beale (408-776-7337) Traffic Signal and Street-Lighting Maintenance Contract effective July 2007 thru present
Santa Cruz County	Jack Sohriakoff (831-454-2392) Traffic Signal and Street-Lighting Maintenance Contract effective August 2005 thru present
Monterey County	Brenda Villanueva (831-755-8908) Traffic Signal and Street Lighting Maintenance Contract effective June 2010 thru present
Watsonville	Cleofas Martinez (831-728-6074) Street-Lighting Maintenance Contract. effective August 2010 thru present. Traffic Signal consulting
Cupertino	David Stillman (408-777-3249) Traffic Signal and Street-Lighting Maintenance Assistance effective 2005 to present
Campbell	Dave Mooso (408-866-2720) Traffic Signal and Street-Lighting repair work. Traffic Signal consulting

**Cal-West encourages contacting our references as we have the highest confidence in our reputation of Impeccable Maintenance Services within the Cities we maintain.**

#### **4. WORK PROPOSAL SUMMARY: Traffic Signal Monthly Maintenance**

Cal-West agrees to furnish all labor, tools and equipment, and materials necessary to perform services needed to properly maintain the Traffic Signals and Lighted Crosswalks owned by the Town of Atherton.

The Contract also covers the Traffic Signal system, Interconnect system, Safety-Lights, IISNS signs, Battery Back-up system, the Emergency Pre-emption system, CCTV and On-Street masters.

It is understood that all services including labor, tools and equipment, materials furnished, and work performed will be done in a good and workmanlike manner by Cal-West and is subject to the inspection and approval of the Town and its inspectors or representatives.

Cal-West agrees to supply and perform a continuous and comprehensive Routine Traffic Signal Maintenance program and shall maintain a detailed record listing the Date received, the Date serviced, all work performed, and all materials used. Any parts found to be worn out or defective in which case

could cause a Traffic Signal to fail or malfunction will be repaired or replaced with same or equivalent as approved by the Town Engineers.

#### **OTHER MAINTENANCE**

Cal-West shall perform other maintenance related work other than described above as requested and/or directed by the City.

#### **ADDITIONAL SERVICES**

Cal-West agrees to provide the same services for the repair, replacement, or servicing of equipment such as street lights, interior lighting, wall-pak safety-lighting, in-ground up-lighting, perimeter lighting, parking lot lighting, or any other lighting equipment on any building, land or property that the City may own and call upon from time to time charged on a time/materials basis.

### **4. WORK PROPOSAL SUMMARY (continued):**

#### **Preventive Monthly Maintenance** (routine)

1. Inspect Signal Controller and Cabinet Contents for proper functioning to include:
  - a. Check general overall appearance of Controller Cabinet, Type 3 Service and Battery Back-Up Cabinets (vacuum if necessary)
  - b. Check presence of Signal Cabinet Wiring Schematics and Records
  - c. Verify current Signal Controller Timing-Logs
  - d. Verify Programmed Signal Controller Timing matches Intersection Timing-Logs
  - e. Signal Controller and Conflict Monitor functioning in relation to traffic
  - f. Loop Detector Amplifiers (tune if necessary)
  - g. Video Detection Unit/Camera Alignment (if applicable)
  - h. Load Switches and Relays
  - i. Light Switches and Ground-Fault Receptacles
  - j. Cabinet Fan and Thermostat
  - k. Battery Back-Up Unit charging system (if applicable)
  - l. Inspect Pre-emption System
  - m. Inspect Signal Interconnect
  - n. Wire Terminals for corrosion and integrity of all wire connections (including BBS battery terminals)
  - o. Ground Rod and Grounding System for corrosion and integrity of wire connections
  - p. Cabinet Filter for cleanliness and serviceability (clean or vacuum if necessary)
  - q. Weather-proof gasket on Controller Cabinet and all other associated Cabinets
  - r. Door Lock operation
2. Inspect Intersection for proper functioning to include:
  - s. Vehicular Signals for alignment, paint, outages, bent, broken, corroded hardware
  - t. Pedestrian Signals and Audibles for alignment, paint, outages, bent, broken, corroded hardware
  - u. Ped Push-Buttons for Signal Controller actuation and bent, broken, corroded hardware

- v. Signal Poles for paint, dents or cracks and missing hand hole covers
  - w. Pull-Boxes for cracked, broken or missing lids. Check condition of splices
  - x. Loops in Roadway for exposed, torn, or broken wires
3. Record Date and Time along with findings and work performed

**Preventive Semi-Annual Maintenance** (to coincide with monthly)

1. Rotate Back-Up Batteries
2. Take voltage measurements from Back-Up Batteries by performing Battery Load-Test
3. Test Battery Back-Up by disconnecting PG&E power at service cabinet
4. Check ground rod clamp and wire
5. Visually check integrity of wire splices
6. Adjust all mast arm mounted street name signs as needed
7. Record Date and Time along with findings and work performed

**Preventive Annual Maintenance** (to coincide with monthly and semi-annual)

1. Inspect Utility Electrical Service Cabinet and hardware supplying power to Signal Controller Cabinet
2. Vacuum and clean Signal Controller Cabinet, Electrical Service Cabinet, and BBS Cabinet (if applicable)
3. Take voltage measurements at service inputs to Signal Controller Cabinet from Utility Service Feed
4. Take voltage measurements at BBS inputs from Utility Service Feed (if applicable)
5. Take voltage measurements at service inputs to Signal Controller Cabinet from BBS (if applicable)
6. Check for water accumulation and duct sealant
7. Replace Signal Cabinet Filter if nylon-mesh type
8. Vacuum and clean Signal Cabinet Filter if aluminum-mesh type
9. Inspect hinges and locking mechanisms on All Signal Associated Cabinets and lubricate if needed
10. Record Date and Time along with findings and work performed

**4. WORK PROPOSAL SUMMARY (continued):**

**RESPONSE AND SERVICE**

Cal-West agrees to provide 24-Hour Emergency phone service and to have Technicians available 24-Hours per-day, seven (7) days per-week to respond to all emergency calls in a timely manner, meeting or exceeding standards set by the City. Cal-West Proposes:

**Traffic Signals**

1. Emergency and Accident response - - - - - One (1) Hour or less
2. Outages and Signal malfunctions - - - - - Two (2) Hours or less
3. Replacement of burned out Signal Lamps - - - - - Two (2) Hours or less
4. Safety Street-Lighting - - - - - Forty Eight (48) Hours or less

Permanent repair work of proposals generated from normal maintenance and emergency response shall be completed as soon as possible and in all cases within twenty one (21) calendar days or less, unless extended in writing by the City Engineer.

#### **SIGNAL TURN-OFF AND SIGNAL ON FLASH**

Cal-West shall immediately notify the City's Police/Sheriff Department and the Engineer of any Signal turn-offs or Signal on Flash necessitated by their operations in excess of fifteen (15) minutes.

#### **SPARE EQUIPMENT**

Cal-West shall maintain adequate storage and shop facilities and a sufficient stock of fully tested controllers, spare parts and signal equipment to effectively maintain Traffic Signals and Street-Lighting.

#### **SALVAGED EQUIPMENT**

Cal-West shall either hold in its shop and storage facilities, or deliver to a location designated in the City, any salvageable equipment or material as per direction of the Engineer.

Cal-West shall properly dispose of any equipment declared non-salvageable as per direction of the Engineer.

#### **CONSULTATION**

Cal-West shall designate representatives who will be available to the Engineer for consultation upon request.

#### **COMPANY POLICY**

Cal-West has a strict Employee Code of Safe Practices and Company Policy. We have an Injury and Illness prevention program including weekly safety meetings. We also initiated a random drug testing program. A complete Company policy handbook will be provided to the City if requested.

### **4. WORK PROPOSAL SUMMARY (continued):**

#### **Shop, Storage, Equipment and Vehicle Inventory**

Cal-West owns the shop and storage facility located on 2 acres in San Jose. The office building is approx 3000 sq ft with Cal-West occupying 1500 sq ft of the 2<sup>nd</sup> floor. The warehouse is 2000 sq ft with 500 sq ft dedicated to a cabinet and controller testing facility and the remaining area is yard space. All office clerical duties are performed on site. The warehouse stores equipment/parts and the yard space is used for storage for Trucks, equipment and supplies.

#### **Qty      Equipment**

8      1-ton F-550 Utility trucks with bucket and portable generators

- 1 10-ton F-850 Boom Truck 75' reach with bucket assembly
- 7 1-ton Utility trucks with portable generators
- 12 Dump Trucks
- 1 Flatbed Truck
- 1 Saw Truck with water tank, vacuum, generator, compressor, arrow board and lift gate
- 2 Concrete Saws (35hp Meco)
- 1 Crafcro 200 gal Hot Melt Rubberized Asphalt machine
- 6 Air Compressors with hoses and jack hammers, Star drill and die grinders
- 3 Utility Trailers
- 2 Wire Trailers (each with a complete 8 phase setup)
- 5 Portable Solar powered Arrow boards
- 40 Advanced Road Warning signs with stands
- 3 Hole Hawg Accu-Punch 1-1/2", 3-1/2" and 4-1/2" underground boring tools
- 4 Bobcats (Complete with Trailer and Sweeper, Tele Boom, Bradco Trencher and Auger, Backhoe and breaker attachments)
- 1 Ditch Witch JT-2020 directional bore machine (underground boring 400' reach)
- 1 Ditch Witch vacuum trailer 500 gal (used for potholing)
- 1 Portable 800 Gal Water Tank and trailer
- 1 Arc Welder
- 1 Acetylene Welder
- 1 Hyster Forklift
- 1 FX 350 portable Fluid Extractor
- 2 Vibra plate
- 3 BS 700 Wackers
- 4 14" partner saws
- 4 16' to 40' insulated extension ladders
- 10 2' to 12' insulated A-Frame ladders

**Qty Common Yard Stock Material**

- 10 1-A, 1-B poles
- 5 1-D poles
- 12 Ped posts
- 6 Temporary stands
- 12 SV Framework hardware
- 12 TV Framework hardware
- 6 8" 3-section vehicle signals
- 24 12" 3-section vehicle signals
- Complete stock of full 8 phase traffic signal wire
- Complete stock of Opticom, DLC, and Loop wire
- 2 wire trailers both stocked with a full 8 phase setup
- Complete stock of LED's to include 8", 12" and Ped
- Complete stock of 1/2" to 4" PVC conduits and fittings
- Complete stock of 1/2" to 4" Rigid conduits and fittings
- Complete stock of N9 thru N36 pull boxes and lids
- Assorted Mast-Arm Poles

**Qty Common Yard Stock Material**

- 6-12 Type-15 Street-Light Poles
- 12-24 Assorted 6' to 15' Luminarie Arms
- 10-20 70w Hps Luminaries
- 10-20 100w Hps Luminaries
- 10-20 150w Hps Luminaries
- 10-20 200w Hps Luminaries
- 5-10 250w Hps Luminaries
- 5-10 400w Hps Luminaries
- 100 HPS Lamps (minimum 100 each 70w to 400w)
- 50 Multi-Vapor Lamps (minimum 50 each 175w to 400w)
- Plug-in and Hardwire Starters
- Twist-Lock and Hardwired Photo-Cells
- Complete stock of Industrial and Commercial wire

## **5. PROPOSAL COST:**

### **Traffic Signal and Lighted Crosswalks Monthly Maintenance Billing**

#### **ROUTINE MONTHLY MAINTENANCE (Traffic Signals, Lighted Crosswalks)**

1. Routine Traffic Signal Maintenance rates are set under the assumption of Routine services being performed within one (1) hour or less per-intersection.
2. **Traffic Signals:** Routine Maintenance of Traffic Signals shall cost the rate of fifty-five dollars (\$55.00) per-intersection per-monthly inspection. This price shall include Monthly, Semi-Annual, and Annual Maintenance.
3. **Lighted Crosswalks:** Routine Maintenance of Lighted Crosswalks shall cost the rate of fifty-five dollars (\$55.00) per-location per-monthly inspection.

*Any work performed or materials used during the allotted period of Scheduled Maintenance shall have*

***“NO ADDITIONAL LABOR CHARGE”***

*and shall cost the rate of materials only, listed under “Material Rates”*

## **5. PROPOSAL COST (continued):**

#### **MONTHLY MAINTENANCE EXTRAS**

1. Items not listed in “**Routine Maintenance**” shall be billed as “**Maintenance Extras**” in accordance with and outlined under Labor and Equipment, and Material Rates to include:
  - a. Emergency service calls such as but not limited to Signal Controller malfunction or knock-downs
  - b. Emergency service calls such as but not limited to Traffic Signal knock-downs.
  - c. Work performed or materials used outside of the allotted period of Scheduled Maintenance or malfunctions caused by vandalism, pole or equipment knock-down, lightning strike, earthquake, or other acts of God
  - d. The correction, repair, or replacement of materials or equipment installed or modified by another party other than Cal-West

#### **Material Rates**

MATERIALS: All material rates shall be set at invoice cost plus an overhead mark-up of: **10%**

#### **Labor and Equipment Billing**



- A. Normal Straight-Time rates apply between the day-time hours of: 0700hrs to 1630hrs  
Over-time rates apply between the Evening hours of: 1630hrs to 0700hrs
- B. Normal Straight-Time rates apply during normal business hours Monday-thru-Friday  
Over-Time rates apply after normal business hours, Weekends, and Holidays
- C. There shall be **no half hour or hour minimum charge** on day-time calls  
Labor and Equipment charges for Day-Time calls shall be billed in fifteen (15) minute increments
- D. There shall be a two (2) hour minimum charge for Emergency calls in the Evening hours  
Evening calls, after the two (2) hour minimum, shall be billed in fifteen (15) minute increments

**Labor:**

	<u>Straight-Time</u>	<u>Over-Time</u>
Traffic Signal Technician:	\$ 90.00 / hr	\$ 150.00 / hr
General Laborer:	\$ 65.00 / hr	\$ 95.00 / hr

**Equipment:**

	<u>Straight-Time</u>	<u>Over-Time</u>
Service (Bucket) Truck:	\$ 30.00 / hr	\$ 30.00 / hr
Crane (Boom) Truck:	\$ 30.00 / hr	\$ 30.00 / hr
Dump Truck:	\$ 25.00 / hr	\$ 25.00 / hr

**Cal-West is a Union Contractor, is signatory to the local Electrical IBEW and Labor Unions throughout the Bay Area, and pays prevailing wage rates as per the Department of Industrial Relations.**

**5. PROPOSAL COST (continued):**

**INSURANCE**

Cal-West shall carry and maintain, for the life of this agreement, general liability and property damage Insurance of not less than \$2,000,000.00 for injuries including accidental death, for any one person, full workers compensation coverage, and \$1,000,000.00 automobile liability. The Town of Atherton shall be listed as an additional name insured and will possess a copy of the certificates mentioned above.

**BONDS**

Cal-West shall bear all costs for any and all types of Performance, Labor, and Material Bonds, or any other Bonds that may be associated with and throughout the term of any contract

**\*Cal-West has never failed to satisfactorily complete any work awarded\***

**\*\*\*Cal-West is a highly flexible Contractor and is always open to negotiations of any part of any Contract during the term of that Contract.**

**EXHIBIT C**

**COMPENSATION**

Traffic Signals Routine Monthly Maintenance \$55.00 per intersection per month

Lighted Crosswalks Routine Monthly Maintenance \$55.00 per location per month

Materials rates shall be at vendor invoiced cost plus ten percent (10%)

	Straight time	Over-time
Traffic signal technician	\$90/hr.	\$150/hr
General laborer	\$65/hr	\$ 95/hr
Service (Bucket) truck	\$30/hr	\$ 30/hr
Crane (Boom) truck	\$30/hr	\$ 30/hr
Dump truck	\$25/hr	\$ 25/hr

**Labor and Equipment Billing**

- A. Normal Straight Time rates apply between the day-time hours of 0700 to 1630; over-time rates apply between the Evening hours of 1630 to 700 (24 hour clock)
- B. Normal Straight Time rates apply during normal business hours Monday through Friday; over-time rates apply after normal business hours, and on weekends and holidays.
- C. Minimum half-hour or hourly charges are not applicable during normal business hours, except that rates during normal business hours shall be made in fifteen (15) minute increments.
- D. There will be a minimum charge of two (2) hours for Emergency calls in Evening hours; after two (2) hours, charges will be billed in fifteen (15) minute increments.

## EXHIBIT "D"

### INSURANCE

A. Insurance Requirements. CONTRACTOR shall provide and maintain insurance, acceptable to TOWN, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. CONTRACTOR shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of TOWN.

(3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this AGREEMENT.

2. Minimum Limits of Insurance. CONTRACTOR shall maintain limits of insurance no less than:

(1) General Liability: \$2,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this section shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this AGREEMENT, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified mail, return receipt requested, has been given to TOWN.

2. General Liability Accident -- Mobile Liability Rates.

(1) TOWN and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONTRACTOR performs; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to TOWN, and their respective elected and appointed officers, officials, or employees.

(2) CONTRACTOR's insurance coverage shall be primary insurance with respect to TOWN, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by TOWN, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONTRACTOR 's insurance.

(3) CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to TOWN and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless TOWN otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against TOWN, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONTRACTOR.

C. Other Requirements. CONTRACTOR agrees to deposit with TOWN, at or before the effective date of this contract, certificates of insurance necessary to satisfy TOWN that the insurance provisions of this contract have been complied with. TOWN's City Attorney may require that CONTRACTOR furnish TOWN with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. TOWN reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONTRACTOR shall furnish certificates and endorsements from each subcontractor identical to those CONTRACTOR provides.

2. Any deductibles or self-insured retentions must be declared to and approved by TOWN. At the option of TOWN, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TOWN or its respective elected or appointed officers, officials, employees and volunteers or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. 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 AGREEMENT.